AGREEMENT BETWEEN THE
BOARD OF TRUSTEES OF FREDERICK COMMUNITY COLLEGE
AND
UNITED ACADEMICS OF MARYLAND-AFT-AAUP,
FREDERICK COMMUNITY COLLEGE CHAPTER

June 11, 2025 through June 30, 2028

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ARTICLE 1
PREAMBLE

Frederick Community College exists to provide all Frederick County residents and others who choose to enroll at the College, with the education, workforce preparation, skills, abilities, and personal growth necessary to succeed in an increasingly interconnected world, at a cost that demonstrates the prudent use of the College's available resources.

To that end, United Academics of Maryland-FCC and the Board of Trustees of Frederick Community College are committed to the principles of equal opportunity by recruiting and investing in a diverse community with an equitable and welcoming environment for all. This includes people of various cultures, ages, races, ethnicities, sexual orientations, gender identities, socioeconomic statuses, religions, physical or mental abilities, and political affiliations.

ARTICLE 2
GENERAL PROVISIONS

§2.1 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The Board recognizes United Academics of Maryland–AFT-AAUP, Frederick Community College (UAMD-FCC), as the sole and exclusive collective bargaining representative for all full-time faculty of Frederick Community College, as defined herein.

§2.2 DEFINITION OF BARGAINING UNIT

The bargaining unit shall be defined as follows: all eligible Full-Time Faculty, including but not limited to professors and other full-time employees whose assignments involve primarily academic responsibilities, as described in the federal Fair Labor Standards Act and the Maryland State Education Article, employed by Frederick Community College.

The President of the College shall determine whether faculty personnel otherwise eligible for inclusion in the bargaining unit are properly excluded based on the criteria listed above. Written notification of any such exclusion shall be provided to the Chapter within ten (10) business days of any such determination. If the Chapter disagrees with the President's determination, the Chapter may request a meeting with the President/designee within 10 business days of the written notification. Should the Chapter and the College be unable to agree, either party may follow the procedures for addressing unit clarification matters under State law.

§2.3 INTEGRITY OF THE UNIT

If a bargaining unit member's position is modified by the College to the extent the position is no longer under the jurisdiction of this Agreement the College will notify the Chapter within five (5) working days of the decision. The parties acknowledge that disputes regarding unit designations are matters resolved through the Public Employee Relations Board; should that venue change for any reason, the parties acknowledge that disputes are subject to the processes outlined in the Grievance Article.

§2.4 DEFINITION OF TERMS

§2.4.1 Whenever used in this Agreement, the terms "College" or "Management" shall mean the Board of Trustees and/or the administrative staff designated by the Board to implement and administer the Board's policies.

§2.4.2 Whenever used in this Agreement, the terms "Union" or "Chapter" shall mean the exclusive representative for full-time faculty, United Academics of Maryland–FCC.

§2.4.3 Whenever used in this Agreement, the term "full-time faculty member" shall mean all eligible faculty personnel teaching a minimum of 11.5 credits per semester (Fall and Spring).

§2.4.4 Whenever used in this Agreement, the term "credits" shall include teaching and release time.

§2.5 RENEGOTIATIONS

The items of this Agreement not requiring fiscal support, when duly ratified by the Association and the Board, shall be valid and binding**.** The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Frederick County or State

of Maryland fiscal authorities to fully implement said items. If categories which contain requests for funds to support items in this Agreement are reduced by the County Council, further negotiations on these items shall begin after the action by the County Council. If any provision of this Agreement or any application of the Agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

§2.6 DATES FOR NEGOTIATIONS

The parties will make every reasonable effort to begin negotiations for a succeeding year no later than October 1 and conclude in a timely manner before the budget submission dates required by the College's fiscal authorities, unless either party intends to continue negotiations.

§2.7 MODIFICATION OF AGREEMENT

This agreement may not be modified in whole or part except by an instrument in writing duly executed by both parties.

§2.8 WORK OF THE UNIT

The work that belongs to the bargaining faculty includes,, but is not limited to, teaching, mentoring, advising and other instructional duties and assistance to students; professional service, including developing and maintaining the integrity of the curriculum and degree requirements, assessment and accreditation and other duties related to departmental and college organization and operation; discipline-appropriate scholarly and creative activity; other professional engagement in the broader life of the College community to maintain and continually work to improve the academic standards of the College and foster the conditions that enable the best possible College experience for students.

§2.8.1 Instructional Leader Positions. Instructional Leader positions, including but not limited to the Faculty Lead, shall be reserved for members of the full-time faculty unit.

§2.8.2 Establishing reassigned/credit release time for full-time faculty members.

§2.8.2.1 Factors determining reassigned/credit release time for instructional leadership positions may include the number of adjunct faculty teaching in the program, student enrollment, students in the plan, number of sections and different number of courses.

§2.8.2.2 Factors determining reassigned/credit release time for other projects (e.g., curriculum development, internship development, supervision of student productions, etc.) may include the number of students/sections impacted, nature of deliverables and complexity of development.

§2.8.2.3 Reassigned/credit release time will be reviewed annually by the Associate Provost/designee and one UAMD-FCC representative from each School within the College.

§2.8.3 Bargaining unit members that meet the minimum qualifications for open positions and who complete the required application process will be afforded an opportunity to interview for the positions.

§2.8.4 Bargaining unit faculty whose regular (i.e., not overload) classes are cancelled due to low enrollment, will be reassigned to a class which they are qualified to teach. So long as classes

have not started, this reassignment will be prioritized over non-bargaining unit faculty. If an appropriate class is not available, they will be offered credit release time and/or reassigned to work on a special project (e.g., curriculum, etc.) or may use “banked” credits to make their course load for that semester.

§2.8.5 Whenever used in this Agreement, the term "full-time faculty member" shall mean all eligible faculty personnel teaching a minimum of 11.5 credits per semester (Fall and Spring).

§2.8.6 Exceptions to the terms set forth in this section may occur only in cases when both parties agree that it is an emergency situation or both parties agree that there are no bargaining unit members readily available to do the work, and provided that the act of performing the work, or assigning it to be performed, does not itself reduce the availability of work hours, or affect the salary, of any member of the bargaining unit.

ARTICLE 3
MANAGEMENT'S RIGHTS

§3.1 MANAGEMENT'S RIGHTS

The Employer recognizes the right of employees to be treated with dignity and respect by management in all aspects of the operations of the College. Except where limited by this Agreement, the parties recognize that Frederick Community College is entitled to exercise certain management rights, including but not limited to the right:

- to determine the purpose and mission of the College;
- to determine its budget;
- to initiate, design (including textbooks/materials, assessments to be used and course format), develop, adopt, modify, delete, approve, schedule, and authorize all courses and programs to be offered;
- to determine the size of each class;
- to assign the number of credits to be earned in any class or course of study.
- to determine the outcomes of courses or programs.
- to renew or not renew the appointment of a probationary faculty member;
- to hire, assign, and transfer employees as the needs of the College require, and to direct their work;
- to set standards of conduct, including the right to discipline or terminate employees for just cause,
- to survey students and others to obtain feedback and other information about the quality of a particular course and the way it is being taught;
- to establish and adjust the College calendar, including the date on which courses commence and conclude;
- to set minimum standards and qualifications for newly hired faculty members;
- to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement.

ARTICLE 4
UAMD-FCC AND COLLEGE RELATIONS

To perform its duties as the sole and exclusive collective bargaining representative of the full-time faculty of Frederick Community College, the Chapter shall be accorded the following rights and privileges.

The Chapter retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, except as limited by the specific and express terms of this Agreement. The College agrees not to enter into any agreement or understanding with the bargaining-unit faculty members, individually or collectively, that in any way conflicts with the terms and provisions of this Agreement.

§4.1 COMMUNICATIONS

The Chapter shall have the right to communicate with members of the bargaining unit without interference by the College, provided such communication does not unduly interfere with the work duties of a bargaining unit faculty member. Communications between bargaining unit faculty members about Chapter matters should not unduly interfere with college operations, students, other employees, or members of the public.

When exercising their right to reasonable access to bargaining unit faculty members at their work location, the Chapter will follow normal protocols for scheduling time with faculty members in a particular location, to the extent they exist. Administrative staff may not unreasonably deny access to bargaining unit faculty members when the purpose of such access is within the Chapter's legal right.

The Chapter may communicate with its bargaining unit members by group email to their individual college email addresses and agrees to limit these communications to bargaining unit employees of the College.

The Chapter shall have the right to space on existing physical bulletin boards on campus, but the College may remove or relocate such bulletin boards in its sole and absolute discretion. The Chapter shall be notified if a bulletin board is removed and given alternative space, if available.

A copy of this Agreement will be accessible via the College's public website.

§4.2 DUES DEDUCTION AUTHORIZATION

For those full-time faculty members who become members of the Chapter and who properly execute payroll deduction authorization cards, the College agrees to withhold from their paycheck each pay period Chapter dues, in the amount certified to the College by the Chapter.

§4.2.1 Such withholdings will begin within thirty (30) days after the College receives proper authorization and will be transmitted via electronic fund transfer to the account authorized by the Chapter, bi-monthly.

§4.2.2 The Chapter will notify the College at least sixty (60) days prior to any change in such dues or fees.

§4.2.3 Payroll deduction of dues is continuing, and cancellation of individual dues can be affected only by written notice to the Chapter via certified mail. The Chapter is responsible for notifying the College of any cancellation requests.

§4.2.3.1The Chapter's official mailing address is: United Academics of Maryland - Frederick Community College, 21 Governors Court, Suite 120, Windsor Mill, Maryland 21244

§4.2.4 The Chapter shall indemnify and hold the College harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the College for the purpose of complying with any provision of this Article, and the Chapter assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the College to United Academics of Maryland – Frederick Community College Chapter.

§4.3 USE OF COLLEGE FACILITIES

The Chapter shall have the right to schedule facilities on campus and access to services, catering and equipment associated with the use of facilities as a recognized faculty group. The Chapter will pay all customary fees and charges for its use of catering services. Use of the meeting rooms, services, catering and equipment is subject to availability. Academic uses have priority until the space is reserved by the Chapter. Facilities, services, and equipment will be reserved in the name of United Academics and not in the name of bargaining unit faculty members. The Chapter will comply with all college policies regarding the use of college meeting rooms, facilities, services, and catering.

§4.4 NEW HIRE ORIENTATION

At each new hire orientation session for new full-time faculty, the Chapter's designated representatives shall be given a place at the beginning of the session for thirty (30) minutes. Attendance at this portion of the session is not mandatory and is at the discretion of the employee.

The Chapter shall be allowed to provide informational literature concerning union membership to the new hire at the orientation session.

§4.5 NOTIFICATION OF NEW HIRE

The College shall notify the Chapter in writing of every new full-time faculty hire within seven (7) days of the new employee's date of hire.

§4.6 EMPLOYEE LISTS

Every ninety (90) days or upon written request of the Chapter, the College shall provide the Chapter with the full-time faculty member's: (1) name; (2) position classification; (3) unit; (4) home and work site addresses where the full-time faculty member receives interoffice or United States mail; (5) home and work site telephone numbers; (6) work e–mail address; and (7) position identification number.

§4.6.1 The College, as appropriate, shall provide the Chapter with the requested information in a searchable and analyzable electronic format.

§4.7 TIME FOR CHAPTER BUSINESS

The College shall grant to the Chapter work hours, not to exceed the equivalent of one-hundred fifty (150) clock hours of non-instructional time per academic year, including summer sessions, in the aggregate, for the purpose of attending to Chapter matters.

The Chapter shall reimburse the College at the overload rate for each clock hour of work hours granted pursuant to this Section.

§4.8 TIME FOR BARGAINING TEAM MEMBERS

In any year in which there are negotiations of this agreement, the College shall grant to a faculty member, or to faculty members, designated by the Chapter work hours, not to exceed one-hundred fifty (150) clock hours non-instructional time per academic year in the aggregate, for the purpose of attending to Chapter matters related to collective bargaining.

§4.9 CHAPTER MEETINGS

Upon reasonable notice to the College, the Chapter may schedule meetings in the buildings of the College, provided no meetings involving faculty have been scheduled by the College for the same time.

> §4.9.1 After a Union meeting has been scheduled, new meetings involving faculty members will not be scheduled or held at the same time except in emergency situations. The Chapter will be notified as soon as practicable if an emergency meeting is scheduled.

§4.10 STEWARDS' COUNCIL MEETINGS

Recognizing the need for a common time of availability for Chapter Stewards to meet, Stewards may use block time once a month for their group meetings.

Academic responsibilities will take priority over Stewards' meetings during block time.

The Chapter shall provide a listing of Stewards to Labor Relations as soon as practicable.

The time used for Stewards' Council meetings will not be deducted from the clock hours allotted in §4.6 and §4.7 of this Article.

§4.11 EXECUTIVE BOARD MEETINGS

Recognizing the need for a common time of availability for the Executive Board to meet, they may use block time for their group meetings.

Academic responsibilities will take priority over the Executive Board's meetings during block time.

The Chapter shall provide a listing of Executive Board members to Labor Relations as soon as practicable.

The time used for Executive Board meetings will not be deducted from the clock hours allotted in §4.6 and §4.7 of this Article.

§4.12 CHAPTER RECORD KEEPING

The College will provide each member of the Chapter's Executive Board with a locking file cabinet to be used for Chapter business. The cabinet will be located in the member's College office with only the member having access to the cabinet.

§4.13 LABOR/MANAGEMENT COMMITTEE

To provide a means for continuing communication between the parties and to promote equitable and collaborative employee-employer relations, the College and the Union shall each appoint up to three (3) members to a Labor/Management Committee (LMC). Appointments shall be for one (1) academic year, but members may be reappointed for subsequent one-year (1) terms by their respective party. The LMC will be co-chaired by the Chapter President/designee and one of the members appointed by the College.

The parties also agree that additional resource members may be invited by mutual agreement or selected to serve on sub-committees established to address specific matters.

§4.13.1 The Labor/Management Committee is not a substitute for the grievance procedure. And neither party will submit or otherwise seek modification of any negotiated term or condition of this Agreement through the Labor/Management Committee, and no bargaining will take place.

§4.13.2 Meeting Schedule. The LMC shall meet at least six (6) times per academic year (August-May) to address concerns and issues. Meeting dates/times shall be jointly established by the parties; however, meetings shall be scheduled during the standard workday (8:30am-4:30pm).

§4.13.2.1 The parties shall exchange proposed agenda items at least one week in advance of each meeting unless both parties mutually agree to an exception.

§4.13.2.1.1 Updates from the co-chair(s) on outstanding items shall be a standing agenda item.

§4.13.2.1.2 The parties agree that all agenda items will be considered and discussed in a respectful, thoughtful and productive manner in a good faith effort to address/resolve the concern/issue.

§4.13.2.2 Additional meetings may be held upon mutual agreement of the parties.

§4.13.3 Annual Report. In May, the parties shall forward a report to the Provost outlining the matters discussed during the academic year, action taken because of those discussions, and the status of each issue. The parties shall also include the status of the work of any sub-committee(s) in the annual report.

ARTICLE 5
FULL-TIME FACULTY RIGHTS

§5.1 WORKLOAD

The primary focus of full-time faculty is on effective teaching and the many closely related activities essential to the discharge of this obligation. These activities include academic assessment, cooperation with the College's requirement to comply with state, federal and local laws and regulations and curriculum development. Other critical faculty responsibilities may include but are not limited to implementation of new pedagogical delivery techniques, service on department, campus, or College committees; participation in student, course, and program outreach activities in the College and community; the development and implementation of strategies for student success; general student advising; and professional development.

§5.1.1 Contract Year. Full-time faculty annual and continuous contracts shall be for the period of August 1 through May 31 for 10-month faculty and July 1 through June 30 for 12-month faculty.

§5.1.1.1 Department and College-wide Activities/Events. Full-time faculty members are required to participate in department meetings, attend Commencement, Convocations, time sensitive meetings called by administration, student open houses and orientations as equitably assigned within departments and attend administrative days **(**as described in §5.1.1.2) as designated by the College

§5.1.1.2 Administrative Days. A maximum of 8 administrative days will be assigned by the Provost between August 1 and May 31. Full-time faculty are required to attend these activities unless they are on an approved leave or claiming time off under the terms of this Agreement. When possible and appropriate, a virtual option will be offered.

§5.1.1.2.1 When possible, these 8 days will be evenly split between the fall and spring semesters.

§5.1.1.2.2 To the greatest extent possible administrative days shall be scheduled and noticed to faculty before the beginning of each semester.

§5.1.2 Workweek. It is recognized that full-time faculty are professionals, and therefore their primary duties may not always be accomplished entirely within the scheduled workweek. However, full-time faculty are expected to maintain the flexibility to work a standard 35-hour week.

During the academic terms (excluding the "3-week Jan Session") at least 20-hours of the work week will be in-person on campus or in an appropriate off-site setting (e.g., online courses, clinical setting, etc.), as assigned by the College. Campus attendance may be required outside the academic terms to meet the needs of the College as included in this Article.

§5.1.2.1 Though faculty are salaried exempt professionals, their workload should fall reasonably within their standard workweek.

§5.1.2.2 Full-time faculty will be compensated for all work in salary, supplemental pay or release time (as noted in Article 11 Compensation).

§5.1.3 Instructional Assignments. Because the College must design courses scheduled to accommodate students' varying needs, the Provost/designee will hold final approval over faculty teaching assignments. However, teaching assignments shall be fair and impartial.

§5.1.3.1 In the event a faculty members objects to their assignment, upon request, their supervisor will meet with them to hear the faculty member's objections. The supervisor will then make a decision to maintain or change the assignment, at which time the faculty member will be notified in writing, and upon request, of the basis for the decision.

§5.1.3.2 If the faculty member objects to the decision made by the supervisor, upon request, the Provost/designee will meet with them. The Provost/designee will then make a decision to maintain or change the assignment, at which time the faculty member will be notified in writing, and upon request, of the basis for the decision. This process will not waive the faculty member's rights under any other provision of this Agreement.

§5.1.4 Instructional Load

§5.1.4.1 Full-time 10-month faculty shall teach a normal course load of fifteen (15) credits per semester.

§5.1.4.2 Full-time 12-month faculty shall be assigned 38 credits during their 12-month contract period (July 1 – June 30). This shall be inclusive of release time for program director responsibilities. Normal credit load for 12-month faculty shall be assigned as fifteen (15) credits for fall semester, fifteen (15) credits for spring semester, and eight (8) total credits for the summer terms. Summer credits will be considered "release time" so that any credits taught during the summer by full-time 12 month faculty will be treated as overload pursuant to §5.1.4.3.

§5.1.4.3 Overload. If agreed to, a full-time faculty member may be approved by the Provost/designee for an overload beyond their maximum assigned credits. Overload shall not exceed a maximum of 6 credits per semester. However, at their sole discretion the Provost/designee may approve overload credits beyond the maximum.

§5.1.4.3.1 Qualified bargaining unit members will be offered overload courses (up to the 6 credits maximum) before they are offered to non-bargaining unit members. Overload courses will be paid at the contractual overload rate established in Article 11 Compensation.

§5.1.4.1.2 Spring (January) Academic Sessions. If agreed to, a full-time 10-month faculty member may be approved to teach courses during Spring (January) Academic Session. However, the assignment should not exceed one (1) course (or up to 6 credit hours, whichever is greater) If a 10-month full-time faculty member teaches during the Spring (January) Academic Session, their Spring semester teaching load may be adjusted accordingly.

§5.1.4.3.3 Summer Session. If agreed to, a full-time faculty member may be approved to teach courses during Summer Sessions. The assignment shall not exceed a total of 12 credits. However, at their sole discretion the Provost/designee may approve credits beyond the maximum.

§5.1.4.3.4 Overload Assignments. In the event a faculty member has concerns about an overload assignment (or the denial of such), they may affect the review process outlined in §5.1.3.1 and §5.1.3.2.

§5.1.5.2 Overload Credit Banking

§5.1.5.2.1 Prior to the implementation of this section (§5.1.5.2) the parties will ensure that both of the following requirements have been met:

A. The College shall maintain an electronic system for accurate tracking of banked time.

B. The provisions of this section (§5.1.5.2) conform with applicable IRS regulations such that time associated with banked credits will not be considered “deferred compensation”.

§5.1.5.2.2 Overload credit banking is a means by which full-time faculty members may earn load credit for teaching assignments that are beyond their contracted 15 credits/semester as defined in §5.1.3.1 above.

§5.1.5.2.3 Members who are approved for overload credit assignments may elect to bank up to 6 overload credits per semester.

§5.1.5.2.4 Members who choose to bank overload credits must make their intention to bank the credits known in writing at the time the overload is approved, unless an exception is approved by administration.

§5.1.5.2.5 A member cannot accumulate more than 18 banked credits.

§5.1.5.2.6 A member cannot be approved to use more than 6 banked credits per semester.

§5.1.5.2.7 With the approval of the Provost/designee, banked credits can be used during a faculty member’s regular contract year. Banked credits will be used for the full length of the semester.

§5.1.5.2.7.1 The deadline by which to receive best consideration for the usage of banked credits shall be the opening of registration for the semester in which they are to be used. The College may also limit the number of approved requests to use banked credits due to College or program operational constraints. If the number of requests exceeds the number to be approved, requests shall be granted as follows:

A. In reverse order of faculty members’ most recent usage of banked credits, then

B. By seniority by date of hire as full-time faculty.

C. If a faculty member waives their priority in deference to another member’s request, the waiving member shall not relinquish their priority in consideration for later requests.

§5.1.5.2.7.2 If a faculty member is denied the application of banked credits in a semester due to operational constraints, they may choose to maintain those banked credits or have them paid out at the current overload rate.

§5.1.5.2.8 Overload assignments will not be allowed in a semester when the member is applying banked credits to their load requirement, unless approved by administration.

§5.1.5.2.9 Banked credits must be used within three (3) years after they are earned.

§5.1.5.2.10 Any unused banked credits will be paid out at the current overload rate at the time of retirement or separation from employment, or if any portion of accumulated credits remain after three (3) years.

§5.1.5.2.11 When a member uses banked credits to reduce their required load, remaining job responsibilities (as noted in §5.1 above) will be proportional to the remaining credit load for that semester.

§5.1.6 Learning Management System (LMS)/Navigate. The learning management system shall be used for classes in all formats to ensure a consistent student learning experience**.**

§5.1.6.1 All (10-month and 12-month) full-time faculty shall use the appropriate software to submit syllabi, textbook orders, attendance reports, and other instructional materials, as required and within established timeframes and parameters.

§5.1.6.2 All full-time faculty shall facilitate communication of course requirements and student progress through the institutionally approved LMS and the student alert system.

§5.1.6.3 All full-time faculty shall submit course grades by the posted deadlines.

§5.1.7 Student Meeting Hours/Availability. All full-time faculty shall post and maintain five (5) student meeting hours over 4 days per week to facilitate student advising and faculty consultation. All student hours must be posted on the syllabus and must be offered in an appropriate mix of formats and times to accommodate students' varying needs.

§5.1.7.1 All full-time faculty should be available to their students through email and/or by appointment on contracted workdays and should respond to student email inquiries within 1 to 2 business days.

§5.1.8 Service and Scholarship to College. All full-time faculty shall provide service and scholarship to the College at a level commensurate with their academic rank, described in Section §5.3.

§5.1.9 Establishing Reassigned or Release Time for Lead Faculty. Factors determining reassigned/release time for lead faculty may include the number of adjunct faculty teaching in the program, student enrollment, students in plan, number of sections and different number of courses.

Lead faculty reassigned/release time will be reviewed annually by the Associate Provost/designee and one representative from UAMD-FCC.

§5.2 PROBATIONARY FULL-TIME FACULTY

Full-time faculty serve on a probationary contract for the first three years. An additional year of probation may be required. Probationary full-time faculty can be discharged with or without cause.

§5.3 PROMOTION

Non-probationary full-time faculty are eligible to apply for a promotion to the next highest rank after completing 3 years at their current rank.

§5.3.1 Eligibility for promotion and rank salary advancement is based upon the points awarded at initial hire, plus points accrued according to the following criteria:

A. One point for each year in which the faculty member receives a satisfactory performance rating.

B. One additional recognition point may be earned annually for exceptional achievement in teaching or related professional activities. The Faculty Peer Review Committee will review and award recognition points.

i. Denial of a recognition point award may be appealed in writing to the Provost/designee. The Provost/designee's decision is final.

C. No points will be awarded in any given year for advancement in rank if the faculty member receives an unsatisfactory performance rating.

D. Five points for an earned doctorate degree, less any points previously awarded for a master's or undergraduate degree(s).

E. Four points for a terminal or second master's degree, in their discipline or a related discipline (if the faculty member doesn't have a doctorate) less any points originally awarded for a master's or undergraduate degree.

F. Three points for a master's degree with 30 semester hours or more of additional graduate level coursework (if the member of the faculty does not have a doctorate) less any points originally awarded for an undergraduate degree.

G. Two points for a master's degree with fewer than 30 hours of additional graduate coursework OR undergraduate degree in discipline or related discipline provided that points were not originally awarded for this achievement.

H. The following point thresholds determine eligibility to apply for promotion:

i. A point sum of 12 points permits application to the rank of Associate Professor.

ii. A point sum of 18 points permits application to the rank of Professor.

§5.3.2 Points are awarded for a faculty member's highest degree attained. No points will be awarded for degrees attained at a lower level.

§5.3.3 Faculty are not eligible to apply for promotion in rank if they are on a Performance Growth Plan ("PGP").

§5.3.4 Denial of a promotion by the Provost/designee may be appealed in writing to the President/designee. The President/designee's decision is final.

§5.3.5 The Faculty Appointment/Reappointment, Promotion, and Continuous Contract Process Committee established between the parties in the May 26, 2025 (revised) Memorandum of Understanding (MOU) will be reconvened on a 3-year rotation beginning in 2029-30. This rotation schedule does not prevent the parties from reconvening the committee at other intervals upon mutual agreement. The focus of the reconvened committee shall be the same as is stated in the revised MOU.

§5.4 REDUCTION IN FORCE

§5.4.1 If the College determines, a reduction in force is necessary and, further, that implementing this reduction will impact full-time faculty the College shall attempt to achieve the desired result through attrition.

§5.4.2 Notice. The College shall provide notice to the Chapter of the need for a reduction in force of full-time faculty no later than February 1 of the prior fiscal year.

§5.4.2.1 The Chapter shall be provided with access and the opportunity to inspect, request, and/or copy any additional information relevant to the anticipated reduction in force after the electronic or hard-copy delivery of a written notice from the College.

§5.4.3 Voluntary Action. A full-time faculty member may volunteer to retire or otherwise sever employment to prevent or reduce the need for a reduction in force.

§5.4.3.1 Incentives for those who are involuntarily reduced or who accept voluntary action as set forth in this Article may include part-time teaching arrangements and/or other terms as negotiated between the College and the Chapter.

§5.4.4 Placement of Full-Time Faculty. Before releasing full-time faculty, the College shall place them in open positions they are qualified for.

§5.4.4.1 No full-time faculty member will be dismissed without the College making documented good-faith efforts to relocate the full-time faculty member within the College. Such documentation shall be provided to the Chapter.

§5.4.4.2 Qualifications for positions shall be no more than what would normally be required of new hires.

§5.4.5 Order of Reductions. If, after attrition, placement, and voluntary action as set forth in the Sections above have been exhausted, and further reductions are necessary, they shall proceed in the following order:

§5.4.5.1 If no positions are available for transfer placement, all part-time faculty not funded by outside sources shall be released before any full-time faculty of any category, unless no full-time faculty member has the qualifications necessary to teach the part-time faculty member's course(s).

§5.4.5.2 Bargaining-unit members in the department(s) affected will be released in the following order:

1. Probationary

2. Non-Probationary without continuous contract
3. Non-Probationary with continuous contract

§5.4.5.3 Full-time faculty members, shall be released in the inverse order of their seniority. Seniority shall be defined as the years, months, and days since being hired into a full-time faculty position.

§5.4.6 Notice of Release. The College will provide notice of release to affected members of the bargaining unit no later than March 31 of the prior fiscal year.

§5.4.7 Recall. Bargaining-unit members, who were subject to a reduction in force or members who were placed in non-faculty positions at the College under the terms set forth in this Article, shall be placed on a priority recall list in accordance with their seniority. Such bargaining-unit faculty members shall be offered reinstatement to the same or a comparable position if such a position is reauthorized. All bargaining-unit members subject to a reduction in force members who were placed in non-faculty positions at the College shall remain on the priority recall list for a maximum of three (3) years following their release or their placement in a non-faculty position at the College.

§5.4.7.1 Members shall be recalled as vacancies become available in accordance with their position on the list and their qualification for said vacancies. When vacancies become available, the College shall notify bargaining-unit members of the vacancy by phone, personal email, and certified postal mail.

§5.4.7.2 Full-time faculty who have been offered reinstatement shall indicate in writing within twenty business days (20) days of notification their acceptance or rejection of the position.

§5.4.7.2.1 If a reduced full-time faculty member accepts reinstatement, they shall be able to complete the term of their current employment, if applicable, up to one (1) semester, before beginning the recalled position at the College.

§5.4.7.2.2 The bargaining-unit member may decline the offer of reassignment to another position within FCC and retain their position on the priority recall list. All bargaining-unit members shall remain on the priority recall list for a maximum of three (3) years.

5.4.7.3 The College's offer to reinstate, if accepted, shall be at the same contract level, appointment type, academic rank, and salary, adjusted to incorporate any general, non-performance-based salary increases that were granted since the time the bargaining-unit faculty member was released.

§5.4.7.4 A full-time faculty member who accepts reappointment shall have their reduction period counted towards their eligibility for a years of service award.

§5.5 JUST CAUSE AND DUE PROCESS

The College strives to create a safe work environment with clear expectations that uphold accountability for individual conduct and address behaviors that disrupt that environment. The employee will be given the opportunity to correct misconduct or inappropriate behavior by working with

their direct supervisor through informal resolution, unless the conduct is so severe that immediate action is required.

The College will abide by the following standards of just cause:

1. Fair notice
2. Reasonable rule
3. Investigation
4. Fairness
5. Proof
6. Consistency
7. Appropriate discipline

If determined necessary, disciplinary action will be taken in a timely manner and in accordance with due process rights, established in this Agreement and under local, state, and federal law. Unless the conduct is so severe that immediate action is required, disciplinary action will be progressive, depending on the severity of the misconduct and may take the form of a verbal warning, written reprimand, disciplinary suspension without pay, or discharge from employment.

The College may investigate misconduct and take disciplinary action if it arises from the violation of local, state, or federal law, though the accused faculty member will still be entitled to due process under this Agreement.

§5.5.1 Notice. When meeting with a full-time faculty member for the purpose of investigation or discipline the full-time faculty member shall be advised of their right to representation and the specific reason for the meeting prior to the meeting and they will be given reasonable time to arrange for representation. At all stages and levels of the disciplinary process, the faculty member shall have the right to have both UAMD representation and legal counsel present at their own expense. A party who plans to bring legal counsel to a meeting shall notify the other party. The right to representation is exclusive to UAMD representatives and/or legal counsel.

The right to UAMD representation extends to full-time faculty members that are witnesses in the investigation.

§5.5.1.1 Investigations, pre-disciplinary and disciplinary conversations and meetings will be conducted in private to preserve and respect the confidentiality and dignity of full-time faculty members except in an emergency when immediate action is required.

§5.5.1.2 The full-time faculty member will be advised with written or electronic notification that disciplinary action is being considered. Notification should include the date and time of the meeting, the right to be represented by UAMD-FCC at the meeting, and the general nature of the allegation that will be discussed at the meeting.

§5.5.1.3 Copies of evidence will be provided upon request by the Chapter and/or full-time faculty member. Evidence will be released in compliance with privacy laws. The request to preview or for copies of the evidence will not result in a delay of a disciplinary or due process meeting if the evidence is reasonably able to be reviewed at the meeting, the full-time faculty member will be given the opportunity to respond to the evidence and offer their own to be considered in good faith. Once presented with the evidence, the faculty member will have reasonable opportunity to consult privately with their

representative(s), even if doing so requires the meeting be postponed and rescheduled for a later date.

§5.5.1.3.1 Anonymous evidence that is not corroborated by an identified source will not be used as the basis for discipline.

§5.5.1.4 The College is not obligated to unreasonably postpone the meeting with the employee nor to suggest or secure alternate representation if the individual Chapter representative requested is unavailable.

§5.5.2 Progressive Discipline. Disciplinary action for just cause may include verbal warning, written reprimand, suspension without pay, and discharge. Progressive discipline refers to the process of using escalating measures when appropriate when an employee fails to correct a problem after being given a reasonable opportunity to do so. While severe misconduct may require higher level disciplinary actions to be taken outside the order above, a faculty member's right to due process shall not be infringed in any case.

§5.5.2.1 Verbal Warning. A verbal warning may be issued following a meeting between the dean/supervisor and the full-time faculty member and its issuance noted for future reference by the dean/supervisor. Verbal warnings shall be documented, citing the date, time and subject. The full-time faculty member will be asked to sign the document, indicating that the verbal warning has been received. If the full-time faculty member declines to sign the document, the supervisor will make a notation of such on the document along with date and time. The full-time faculty member may write a rebuttal which will be attached to the document. A copy of the document(s) will be provided to the full-time faculty member, and a copy will be retained in the supervisor's file and may be referred to if discipline progresses.

§5.5.2.2 Written Reprimand**.** A written reprimand specifying the misconduct, the expected behavior changes, and the consequences for continued noncompliance will be issued to the full-time faculty member. The full-time faculty member will be asked to sign the document, indicating that the written reprimand has been received. The full-time faculty member may also write a rebuttal which will be attached to the document. A copy of the document(s) will be provided to the full-time faculty member and filed in the full-time faculty member's personnel file in the Office of Human Resources.

§5.5.2.3 Suspension. Disciplinary suspension without pay. Upon approval of the Provost/designee, a letter notifying the full-time faculty member of the suspension will be issued by the Office of Human Resources. The full-time faculty member may also write a rebuttal which will be attached to the document. A copy of the document(s) will be provided to the full-time faculty member and filed in the full-time faculty member's personnel file in the Office of Human Resources.

Prior to the Provost/designee's final determination on unpaid suspension, the faculty member may request a peer review in accordance with Section §5.5.3.

Upon agreement of the parties, an unpaid suspension may be served on non-consecutive days.

If the Provost/designee does not approve the suspension, lower-level (e.g., letter of reprimand or fewer days) disciplinary action may be taken.

§5.5.2.4 Discharge. A full-time faculty member may be discharged upon the recommendation of the investigating administrator /supervisor. The discharge recommendation will be made to the Provost/designee, accompanied by supporting documentation, with copies provided to the full-time faculty member. Prior to rendering a final decision by the Provost/designee, a “Loudermill” hearing will be made available to the faculty member.

Prior to the Provost/designee’s final determination on discharge, the faculty member may request a peer review in accordance with Section §5.5.3.

If the Provost/designee does not approve the discharge, alternative lower-level (e.g., letter of reprimand or fewer days) disciplinary action may be taken.

§5.5.3 Peer Review Panel. If suspension without pay or discharge has been recommended, the faculty member may request a peer review of the matter prior to the Provost/designee’s final determination.

§5.5.3.1 The Peer Review Panel shall be appointed by the College, with two (2) faculty members selected from a list provided by UAMD-FCC and one (1) faculty member selected by the President/designee. Membership of the Panel shall remain confidential.

§5.5.3.2 Peer review proceedings shall not be open to the public and will be confidential. The conduct of the proceedings shall be informal and shall not be recorded.

§5.5.3.3 The peer review panel shall conduct a “paper review” and have access to all documents associated with the investigation and prior proceedings leading up to the recommendation for suspension without pay or discharge. The name of the faculty member and witnesses and any other appropriate identifying information shall be redacted.

§5.5.3.3.1 The panel shall make its recommendation based on evidence gathered in the investigation and prior proceedings. If the Panel cannot reach consensus on a recommendation, its decision shall be by majority vote. Unless mutually agreed to by the parties, the panel’s recommendation shall be presented, in writing, to the Provost/designee, the faculty member, and the Chapter no later than ten (10) business days after the close of the proceedings.

§5.5.4 Grievance. The Grievance Procedure contained in Article 6 is the exclusive remedy for contesting discipline and discharge for full-time faculty members under this Agreement. However, this does not mean the employee is waiving their right to explore potential legal remedies available to them under local, state and federal laws.

§5.5.5 Life of Discipline Records. Disciplinary records beyond verbal warning (in accordance with §5.5.2.1 of this Agreement) will be maintained in the full-time faculty member’s personnel file.

§5.6 PERFORMANCE EVALUATION

Faculty members are professionals and their duties will, over the course of any semester or academic year, vary with regard to the responsibility that is emphasized or to which the most time and effort is committed for individual faculty members. The role of full-time faculty involves three (3) areas:

teaching/instructional duties; scholarship/professional development and service activities in support of the College. All of these duties are considered vital to student and institutional success and are part of a faculty member's primary job responsibilities.

§5.6.1 Full-time faculty members will have their performance formally evaluated on an annual basis.

§5.6.1.1 Full-time faculty members who receive an unsatisfactory rating on their annual formal evaluation may be placed on Performance Growth Plan (PGP).

§5.6.1.2.1 A PGP affords a faculty member an opportunity to address concerns that the faculty member's performance is not meeting the expectations included in §2.8 WORK OF THE UNIT in this Agreement. A PGP under this Section §5.6.1.1 is not disciplinary but the faculty member may bring union representation to meetings and include them on communications related to the PGP. However, failure to successfully complete a PGP may result in discipline under §5.5 of this Article.

§5.6.1.2.1.1 The PGP will be developed collaboratively between the faculty member and supervising administrator. The PGP will identify performance deficiencies cited in the faculty member's most recent performance evaluation, goals to measure sufficient progress and successful completion of a satisfactory rating in each area, and action steps, professional development, and resources that the College will provide to complete each goal.

§5.6.1.2.2 A faculty member who is on a continuous contract and who receives an unsatisfactory rating on their annual performance evaluation or who is otherwise deemed not to meet the expectations included in §2.8 WORK OF THE UNIT of this Agreement will continue their employment with a PGP for the following academic year (if on a ten (10) month term) or fiscal year (if on a twelve (12) month term), unless the faculty member is terminated for cause under §5.5 of this Article. During this subsequent year, while on a PGP, the faculty member will be afforded regular written feedback, and a mechanism for response throughout the development, implementation, and completion phases of the PGP. A faculty member who successfully completes the PGP will resume their continuous appointment as normal at the beginning of the next academic or fiscal year as appropriate.

A faculty member who has demonstrated sufficient progress while on a PGP, may at the discretion of the College have the PGP extended for a second academic/fiscal year. The employment of a faculty member who does not successfully complete the PGP shall be recommended for termination. Recommendations for termination shall follow the process outlined in §5.5 JUST CAUSE AND DUE PROCESS of this Agreement. Individuals on a PGP are not eligible to apply for continuous contract or promotion while on a PGP.

§5.6.2 Nothing in this Section 5.6 precludes a faculty member from requesting that an out of sequence evaluation be conducted to assess the faculty member's performance, precludes the

College from conducting additional evaluations of faculty at the College's discretion, or precludes the College from taking other action intended to improve a faculty member's performance, including but not limited to class (in-person and online) observations, check in meetings, performance growth plans, performance memos, evaluations required by programmatic accreditation agencies, or discipline taken pursuant to §5.5 of this Article.

§5.6.3 Student evaluations may be taken into consideration as part of the full-time faculty member's annual formal performance evaluation

§5.6.4 The Performance Evaluation Committee between the parties in the October 25, 2024 and revised in March 26, 2026, Memorandum of Understanding (MOU) will be reconvened on a 3-year rotation beginning in 2029-30. This rotation schedule does not prevent the parties from reconvening the committee at other intervals upon mutual agreement. The focus of the reconvened committees shall be the same as is stated in the revised March 26, 2026 MOU.

§5.7 PERSONNEL FILES

Official personnel files are maintained in the Office of Human Resources. A full-time faculty member has a right to review their personnel file in the Office of Human Resources. A written request should be submitted to HR by any employee who wishes to review their file. Full-time faculty members may print items from their file.

§5.7.1 If a full-time faculty member believes that there is factual error or unsubstantiated information in their personnel file, they may file a complaint with the Office of Human Resources.

§5.7.2 Full-time faculty members' personnel files may only be accessed by individuals other than the faculty with the consent of Human Resources. Information included in personnel files may only be used for disciplinary purposes with just cause, as enumerated in § 5.5 Just Cause and Due Process.

§5.8 ACADEMIC FREEDOM

The parties support the concept of academic freedom. Academic freedom establishes the right and implies the obligation of a faculty member to examine data and to question assumptions. Academic freedom concerns methods and product of inquiry and the professional rather than the personal views of the faculty. Faculty members will not be censored, exploited, discriminated against, or harassed in the exercise of their academic freedom.

Faculty are entitled to freedom in the classroom when discussing their subject and should ensure that the inclusion of controversial matters in their teaching is related to the subject matter and presented in a scholarly and unbiased way.

College faculty are members of a learned profession and of our community. When they speak or write as community members, on matters of genuine public concern, they will be free from institutional censorship or discipline, but their special position in the community imposes special responsibilities. As scholars, they should remember that the public may judge their profession and their institution by their speech. Hence, in their public speech and writing, they must endeavor to be accurate, exercise appropriate conduct, acknowledge the opinions of others, and indicate that they are not speaking for the institution.

Subject to the approval of the Frederick Community College Institutional Research Board (IRB) and to the adequate performance of their other academic duties, faculty are entitled to full freedom in research and the publication of the results.

At all times, faculty are required to adhere to college policies (in so far as they do not conflict with this Agreement or its scope), other sections of this Agreement, and relevant laws. However, faculty maintain the right to question and to seek change through all available channels.

§5.9 HEALTH AND SAFETY

§5.9.1 Absences by a full-time faculty member due to inclement weather. If the College is not closed and a full-time faculty member determines that it is unsafe to travel to class because of inclement weather, they may choose to cancel or reschedule the class. In such cases, the full-time faculty member is responsible for communicating directly to the students via the LMS or other designated channel. Text and/or email may be used as a secondary notification. Full-time faculty must notify their supervisor and respective Associate Vice President/Dean.

§5.10 NON-DISCRIMINATION

Frederick Community College is committed to the principles of equal opportunity and strictly prohibits discrimination against any person on the basis of age, ancestry, citizenship status, color, creed, ethnicity, gender identity and expression, genetic information, marital status, mental or physical disability, national origin, native language, race, religious affiliation, sex, sexual orientation, pregnancy (including childbirth, lactation and related medical conditions) veteran status or Chapter membership in its activities, admissions, educational programs, and employment.

§5.10.1 The College and the Chapter agree that there shall be no discrimination, by the College against any faculty member or members, or against any applicant for continuous contract, promotion, or any other personnel matter because of Chapter membership, participation in any lawful activity on behalf of the Chapter, or for exercising any rights in this Agreement.

§5.10.2 There shall be no retaliation against members who, in good faith, bring complaints regarding allegations of discrimination on the protected categories as identified above.

§5.10.3 Discrimination Complaints. Faculty who believes they have been subject to discrimination have the right to file a complaint in accordance with the policies and procedures of the College's Human Resources Department or filing a formal grievance under Article 6 of this Agreement.

§5.10.3.1 If a faculty member files a complaint with any external public agency or with a State or Federal Court, the grievance shall automatically terminate.

§5.11 INTELLECTUAL PROPERTY

The intent of this Article is to establish the procedures for determining the ownership of Intellectual Property produced at or for the College by members of the faculty bargaining unit. The College and the Chapter recognize and encourage the intellectual scholarship and academic creativity of faculty as an inherent part of the education mission of the College while adhering to the general principles of applicable copyright law.

§5.11.1 Definitions.

§5.11.1.1 The term “Intellectual Property” refers to the product of creative or scholarly efforts, whether or not protected by patent, copyright, trademark, trade secret laws, contract, or agreement. Expressions of original ideas, objects, data, applications, and processes are considered to be intellectual property. Expressions could include written material, spoken descriptions, models, sketches, musical scores (including any accompanying words), sculptures, software code and programs (and related manuals and/or documentation), websites or web pages, audiovisual works, architectural works, dramatic works (including any accompanying music), pantomimes and choreographic works, and paintings. Such property includes, but is not limited to, inventions, goods, materials, course material, lab manuals, instruments, equipment, biological organisms, chemical compositions, mask works, computer software, graphics, literary and musical works, and trademarks. The intellectual property may be in tangible or intangible form. Intellectual property in tangible form may be physically distributed. Intellectual property may be protected by one or more of the following: patent, copyright, trade secret, trademark, contract, or agreement

§5.11.1.2 Instructional works. Intellectual Property as defined in relation to instructional works but is not limited to syllabi, handouts, lecture notes, slides, videos, audio recordings, assignments and exercises, quizzes and exams, workbooks, study guides, projects, laboratory manuals, multimedia, programs, complete online courses (including those created with a learning management system), and all other materials related to in-person or online courses or web-related materials, along with any and all other course and instructional materials created by faculty. Instructional works are generally considered works made for hire intended for the College’s legitimate instructional/educational purposes, created within faculty’s scope of employment.

§5.11.1.3 Scholarly and creative works. Includes but is not limited to literary works, books, articles, fictional or non-fictional narratives, reviews, dramatic and musical compositions, poetry, analysis (e.g., scientific, logical, opinion, or criticism), works of art and design, including pictorial, graphic and sculptural works, photographs, films, video and audio recordings, computer based programs and media (e.g., software or computed code of their representation in forms such as CD-ROM, video disk, compressed video, digital, web-based material and the like), original “mask works” (i.e., original images derived from semi-conductor chip products), architectural and engineering drawings, choreography, and any and all other original faculty work that is not considered work made for hire.

§5.11.1.4 Name, image, likeness, and identity. Faculty may opt out of having their photo, recording, or name used, published, or disseminated by the College by executing a written optout delivered to appropriate parties.

§5.11.1.5 Creator. A Creator is any bargaining-unit member, or a group of bargaining-unit members working collaboratively, who creates an item of Intellectual Property.

§5.11.1.6 Substantial support. Use of College resources, support, and facilities important to the creation of Intellectual Property is considered “substantial” when use of College services exceed the level of support that is commonly and customarily accessed by faculty. Examples of such support items include but are not limited to the following:

§5.11.1.6.1 Alternate assignment, and/or special assignment for a specific project or task (excepting Sabbatical Leave).

§5.11.1.6.2 Use of College funds designated for a specific project or task.

§5.11.1.6.3 Use of College-owned, administered, leased equipment, facilities, materials or technological information.

§5.11.1.6.4 Support provided by other public or private organizations, when it is arranged, administered, or controlled by the College.

§5.11.1.6.5 Assistance of one or more College employees or students, or others who are assigned to a project or task.

§5.11.1.6.6 Cash investments or cash purchases.

§5.11.1.7 Insubstantial or incidental support. Examples of insubstantial use of College resources, support, and facilities include the following:

§5.11.1.7.1 Mere incidental use of College resources, support, and facilities and uses of those in ways that are generally available to the public.

§5.11.1.7.2 Normal academic use of facilities commonly available to bargaining-unit members, staff, or the public, such as libraries, offices, office equipment, or Internet services.

§5.11.1.7.3 Use of approved leave, except in cases where the provisions set forth in §5.11.1.8 are applicable.

§5.11.1.8 Work made for hire. A work made for hire is: 1) a work prepared by an employee within the scope of his or her employment or 2) a work that is specially ordered or commissioned for use by FCC, including contributions to collective works, if the parties agree in writing that the work will be considered a work-made-for-hire. Work created pursuant to a research agreement between FCC and an outside party, either a private sector company or a governmental agency, is considered to be within the scope of employment.

§5.11.2 Ownership and Rights to Intellectual Property. Except as specifically provided by agreement between the parties, the College owns intellectual property: 1) created as work made for hire, 2) with substantial College Support, or 3) institutional works produced as a collaborative effort under the supervision and/or direction of the College, or 4) instructional works.

§5.11.2.1 As an incentive to encourage scholarly, creative, and pedagogical growth, the College shall not claim any ownership or share of the proceeds in Intellectual Property created by faculty members outside the scope of their employment and with only incidental use or without substantial use of College resources, support, or facilities, as defined in §5.11.1.7 of this Article, respectively. All such Intellectual Property is owned by its Creator.

§5.11.2.2 Bargaining-unit members own the rights to control their scholarly, creative, pedagogical, and other original works as set forth §5.11.1.3 of this Article, except in

cases where they have executed a written agreement with the College setting forth terms to the contrary as described in §5.11.1.8 or §5.11.2.2.1 of this Article.

§5.11.2.2.1 The College and the Creator may enter into an agreement that identifies ownership rights of the Creator as set forth in §5.11.2 of this Article while allowing the College certain rights to use faculty Intellectual Property. Such an agreement must be for specific materials and voluntarily entered into by the Creator.

§5.11.2.3 The College shall not claim ownership, interest, or share of the proceeds in Intellectual Property created by a bargaining-unit member on Sabbatical Leave except in cases where the provisions set forth in §5.11.2 apply and expressly set forth in the agreement between the College and the Creator. A Creator's agreement to cede ownership of existing or future intellectual property will not serve as a condition for approval of their request for Sabbatical Leave.

§5.11.2.4 Courses and course delivery shall not be recorded by FCC without prior knowledge of the faculty member. Faculty members may refuse consent to be recorded by FCC unless doing so contradicts local, state, or federal law.

§5.11.3 Partnerships with External Agencies. All Intellectual Property developed by bargaining-unit members with support from a sponsor outside the College shall be governed by the provisions regarding ownership in the sponsorship agreement, grant, or contract. In the absence of such terms, the ownership of such Intellectual Property shall be determined by this Article.

§5.11.4 The provisions of this Article are subject to any applicable laws, regulations, or provisions that affect the rights of Intellectual Property holders, made in connection with the activities addressed herein.

§5.12 REASONABLE ACCOMMODATIONS

The Americans with Disabilities Act (ADA) is a federal civil rights law designed to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of society. One fundamental principle of the ADA is that individuals with disabilities who want to work and are qualified to work must have an equal opportunity to work. You have a disability, as defined by the ADA, if you have a physical or mental impairment that substantially limits a major life activity such as hearing, seeing, speaking, thinking, walking, breathing, or performing manual tasks. You also must be able to do the job you want or were hired to do, with or without reasonable accommodation.

The Act further protects individuals from discrimination based on perceived disability and/or a record of disability.

§5.12.1 Accommodation Requests. Faculty have the right to request an accommodation(s) in accordance with local, state and federal laws pursuant to the policies and procedures of the College's Human Resources Department.

§5.12.1.1 The faculty member may request a review by the Vice President Talent & Culture/designee of the proposed reasonable accommodation. The Vice President Talent & Culture/designee's decision is final.

§5.12.2 Disability Discrimination Complaints. Faculty who believes they have been subject to disability discrimination have the right to file a complaint in accordance with the policies and procedures of the College's Human Resources Department or file a formal grievance under Article 6 of this Agreement.

§5.12.2.1 If a faculty member files a complaint with any external public agency or with a State or Federal Court, the grievance shall automatically terminate.

ARTICLE 6
GRIEVANCE PROCEDURE

§6.1 PURPOSE

The College and the Chapter recognize the importance of establishing a prompt, efficient, orderly, and fair procedure for resolving disputes and complaints. The parties agree to use their best efforts to resolve complaints informally before they become formal grievances. Nothing in this procedure shall be construed as limiting the right of an individual member of the bargaining unit to communicate with any other member of the bargaining unit or any member of the administration for the purposes of informal resolution of a complaint.

§6.2 DEFINITIONS

§6.2.1 Grievance. "Grievance" means a dispute concerning the application or interpretation of the terms of this Agreement.

§6.2.2 Grievant. A grievant is the Chapter, a full-time faculty member or a group of full-time faculty members who has/have been affected by the grievance.

§6.2.2.1. The term "grievant" shall also mean the Chapter when alleging a grievance on behalf of itself, or on behalf of a bargaining-unit member or a group of members.

§6.3 INDIVIDUAL RIGHT

Any individual full-time faculty member or group of full-time faculty members may at any time present grievances to the College and have these grievances resolved without intervention of the Chapter, provided that the resolution is consistent with the terms of this Agreement. The College shall inform the Chapter, in writing, of such resolutions.

§6.4 CONSTRUCTION

Nothing contained in this article shall prevent the informal resolution of any grievance, and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the full-time faculty member and the administrative agent of the College immediately involved. Steps One**,** Two**,** and Three of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration may be made, unless the parties hereto enter a written waiver of such step or steps and agree to proceed directly to arbitration.

§6.5 BASIC PROVISIONS

The basic provisions for all steps of all grievances shall be as follows:

§6.5.1 Time Limits. In computing any time limits specified under this article, specific time limits are provided. Time limits may be extended by mutual agreement. Neither party will require that a grievance be advanced or withdrawn without first notifying the other party and asking if the other party intends to request an extension.

§6.5.1.1 Unless extended by mutual consent, in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant or the Chapter, the grievance shall be considered as having been withdrawn. In the event of the failure to comply with the time limit on the

part of College, the grievance shall automatically advance to the next step of the grievance procedure, except that nothing herein shall be construed to automatically advance a grievance to the Arbitration Step.

§6.5.1.2 During those periods when classes are not in session, proceedings will be held in abeyance unless mutually determined otherwise by the College and the Chapter.

§6.5.2 Grievant rights. A member of the bargaining unit who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from any personnel file of the participant. The participant shall have the right to examine the file and photocopy its contents.

§6.5.3 Chapter representation. Any member of the bargaining unit presenting a grievance at any step of the procedures described herein may choose to be accompanied by a representative of the Chapter.

§6.5.4 Legal counsel. At all levels of the grievance procedure and at arbitration hearings, the parties shall have the right to have legal counsel present at their own expense. A party who plans to bring legal counsel to a grievance meeting shall notify the other party as soon as practicable prior to the scheduled meeting, except that notice shall not be necessary for arbitration hearings.

§6.5.4.1 Although legal counsel (an individual employed in their capacity as an attorney by either party) may advise their party throughout the process, legal counsel may not serve as a Hearing Officer (see §6.9) or designee.

§6.5.5 The parties acknowledge that grievance records, including grievance files and the content of grievance meetings, may contain information subject to the right to privacy and as such shall be considered confidential personnel information. Grievance records shall be kept in a file separate from the grievant's personnel file and may be used in arbitration. Access to information in grievance records is limited to personnel having legitimate business reasons to access it.

§6.5.6 No reprisals shall be taken against any employee for the filing and processing

of any grievances.

§6.6 INFORMAL RESOLUTION OF GRIEVANCES

Nothing contained in this article shall prevent the informal resolution of any grievance, and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the full-time faculty member and the administrative agent of the College immediately involved. Any informal resolution of a complaint shall be consistent with the provisions of this collective bargaining Agreement.

§6.6.1 Any member or group of members of the bargaining unit may present an informal complaint with the appropriate administrator. Nothing shall be construed as limiting the right of the grievant or of the Chapter to present a formal grievance within the timeline as specified in

§7. When advancing a grievance to Step One, the Chapter shall document that an attempt was made to resolve the issue at the lowest appropriate administrative level.

§6.6.2 No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement. The College shall not agree to a resolution of the grievance until the Chapter has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

§6.6.3 In the event that a complaint cannot be resolved informally, Steps One and Two and Three of the grievance procedure as set forth in this Article shall be pursued to completion before any application for arbitration may be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

§6.7 INITIATION OF GRIEVANCE

The grievant(s) may initiate a grievance by serving a written notice of it to Labor Relations. Such notice shall be clearly identified as a grievance and shall concisely state the facts upon which the grievance is based and when they occurred, to include the following details:

- the provision(s), article(s) and/or section(s) thereof within the Agreement that have allegedly been violated, misinterpreted, or misapplied;
- the circumstances of the grievance including names, dates, places, and times as necessary for complete understanding of the claim;
- the relief and remedy sought;
- date of submission;
- signature of the grievant(s) or the Chapter representative.

§6.7.1 Time limit. Such notice shall be filed no later than thirty (30) business days after the event giving rise to the grievance or after the grievant reasonably should have known of the event giving rise to the grievance.

§6.7.2 Documents Request. Upon written request of the Chapter Grievance Officer, the College shall submit any requested documents in its possession which may be necessary for investigation of the grievance. The College shall deliver such non-privileged documents as soon as is reasonably possible, but no later than fifteen (15) business days after receipt of a written request.

§6.8 STEP ONE

The grievant may submit a written grievance to the administrative agent of the College immediately involved with a copy to Labor Relations. The administrative agent shall schedule a meeting with the grievant to be held within ten (10) business days after receiving the written grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the Chapter and the subject(s) of the grievance and shall be scheduled at a time which is mutually convenient to the parties.

§6.8.1 The administrative agent shall submit a written answer to the grievant within ten (10) business days after such a meeting. The written answer to the grievance shall include details of the reasons which support the decision.

§6.8.2 Resolution at Step One. If the grievance is satisfactorily resolved at the conclusion of Step One (1), the resolution will be signed by the parties. One (1) copy thereof will be given to the grievant(s), one (1) copy to the Chapter, one (1) copy to Labor Relations, and one (1) copy will be retained by the subject(s) of the grievance. If the grievance is resolved at Step One (1), said resolution shall be final and binding upon all parties.

§6.8.3 Non-resolution at Step One. If the grievance is not satisfactorily resolved at the conclusion of Step One (1), the grievant, within ten (10) business days, may appeal the decision to Step Two (2).

§6.9 STEP TWO

If the grievance is not resolved in Step One (1), the grievant may submit a written appeal to the Provost/designee with a copy to Labor Relations. The appeal shall be sought in writing and signed by the grievant(s). It shall set forth the objection to the Step One (1) answer. It shall be presented to the Provost/designee no later than ten (10) business days after receipt of the Step One answer.

§6.9.1 The Provost/designee shall schedule a meeting with the grievant to be held within ten (10) business days after receiving the written appeal. Such a meeting shall include the grievant(s) and/or the designated representative(s) of the Chapter and the subject(s) of the grievance and shall be scheduled at a time which is mutually convenient for the parties.

§6.9.2 Grievance ~~Arbitration~~ **Advisory** Panel. At the request of the grievant, an advisory panel may be assembled for the Step Two (2) hearing with the Provost/designee. The panel will be composed of one (1) member appointed by the Chapter and one (1) member appointed by the College.

Before serving as a panel member, the appointee must participate in a training program, which was collaboratively developed by the parties.

The panel members will serve in an advisory capacity as subject matter experts. Only the Provost/designee will have the authority to resolve the grievance at Step Two (2).

§6.9.3 Resolution at Step Two. If the grievance is satisfactorily resolved at the conclusion of Step Two (2), the resolution will be signed by the parties. One (1) copy thereof will be given to the grievant(s), one (1) copy to the Chapter, one (1) copy to Labor Relations, and one (1) copy will be retained by the subject(s) of the grievance. If the grievance is resolved at Step Two (2) said resolution shall be final and binding upon all parties.

§6.10 STEP THREE

If the grievance is not adjusted in Step Two (2), no later than ten (10) business days after the Step Two (2) answer, the grievant may submit a written appeal to Labor Relations requesting to attempt to resolve the grievance through an Alternative Dispute Resolution (ADR) Process. Mediation of a grievance shall take place in a timely manner; however, the Chapter must approve any mediation request made by a member of the bargaining unit.

§6.10.1 If the parties are unable to agree upon a mediator, they will engage the Federal Mediation and Conciliation Service or similar professional mediation organization.

§6.10.2 Expense. If external mediation services are engaged, the Chapter and the College shall each bear its own expenses in these mediation proceedings, except that they shall share

equally the fee and other expenses of the mediator and any associated administrative costs in connection with the grievance submitted to mediation.

§6.11 STEP FOUR - ARBITRATION

The Chapter, at its sole discretion, shall decide whether or not a particular grievance shall be submitted to arbitration. The Chapter shall indicate its intention to appeal to arbitration by submitting such intention in writing to Labor Relations.

§6.11.1 Timeline for appeal to arbitration. Any grievance filed concerning the application or interpretation of the terms of this Agreementthat has been properly processed through the grievance procedure as set forth above and has not been resolved, may be advanced to arbitration by the Chapter by serving written notice on the College within fifteen (15) business days after the conclusion of Step Three (3) of said grievance procedure. If the Chapter fails to serve such notice of its intention to arbitrate within this time limitation, the grievance shall be considered resolved. No individual full-time faculty member shall have the right to invoke this arbitration procedure.

If timely demand is made, the College and the Chapter will promptly join in submitting the dispute to arbitration according to the following procedures, and according to the Rules of the American Arbitration Association, to the extent that they are applicable, given the following procedures.

§6.11.2 Selection of arbitrator. If the Chapter and the College are unable to agree upon the selection of an arbitrator within five (5) business days after the Chapter's notice of appeal to arbitration, they shall jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within five (5) business days after the receipt of the said list, the Chapter and the College shall jointly petition the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish a second list of not less than five (5) additional arbitrators, one of whom shall be designated by them within five (5) business days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Chapter and the College representatives alternately striking any name from the list until only one (1) name remains. The final name remaining shall be the arbitrator of the grievance.

§6.11.3. The jurisdiction and authority of the arbitrator of the grievance and their opinion and recommendation shall be confined to the express provision or provisions of this Agreement at issue between the Chapter and the College. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement, or to make any recommendation which will in any way deprive the College of any of the power delegated to it by law. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the College and the Chapter. The decision in writing of the arbitrator within their jurisdiction and authority as specified in this agreement shall be final and binding on the grievant and the College. In rendering a decision, the arbitrator shall be bound by the provisions of this Agreement. a decision, the arbitrator shall be bound by the provisions of this Agreement.

§6.11.4. The arbitrator shall have authority to remedy the issues submitted in a manner consistent with the terms of this Agreement, provided that where a grievance is based upon an

alleged violation of procedures contained in this Agreement, the arbitrator's authority shall be limited to requiring compliance with the procedures mandated by this Agreement.

§6.11.5 The arbitrator shall have no authority to resolve any issue not submitted to them.

§6.11.6 The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

§6.11.7. Expenses. The Chapter and the College shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator and any associated administrative costs in connection with the grievance submitted to arbitration.

§6.12 CLASS-ACTION GRIEVANCE

If the Chapter claims a class-action grievance, defined as a dispute concerning the application or interpretation of the terms of this Agreement that directly affects three (3) or more full-time faculty members, the grievance may then be submitted directly to the Provost/designee within thirty (30) business days after the event giving rise to the grievance or after the full-time faculty members reasonably should have known of the event giving rise to the grievance. The processing of such a grievance shall begin at Step Two (2).

§6.13 CHAPTER GRIEVANCES

The Chapter shall have the right to file grievances on its own behalf with respect to issues that are specific to the Chapter’s rights arising under Article 4X governing Chapter Rights.

With regard to any other section of this Agreement, the Chapter shall have the right to file grievances on its own behalf under the procedures set forth in Step Two (2) of this Article. Following Step Two (2) hearing, the Provost’s/designee’s decision is final and shall not be subject to mediation or binding arbitration.

ARTICLE 7
HOLIDAYS AND SCHEDULED COLLEGE BREAKS

§7.1 HOLIDAYS AND SCHEDULED COLLEGE BREAKS

The College provides paid time off to full-time faculty on the following holidays and scheduled breaks as listed on the College's official calendar. Full-time faculty are paid for the following holidays and scheduled breaks that fall during their normal working schedule.

§7.1.1 College Breaks: Winter Break (varies by annual calendar), and Spring Break ~~**(3 workdays,**~~ varies by annual calendar). When possible, no mandatory meetings or activities will be scheduled during the weeks immediately preceding and following Winter Break or during the remaining 2 workdays of Spring Break.

§7.1.2 Holidays: July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day and Juneteenth.

Note: If a holiday is on a Saturday, Friday is the designated paid holiday. If a holiday is on a Sunday, Monday is the designated paid holiday.

§7.2 RELIGIOUS HOLIDAYS

The College does not officially observe religious holidays; however, the College will strive to accommodate full-time faculty who wish to use leave or alter their normal work schedule to observe their religious holidays.

ARTICLE 8
LEAVE PROVISIONS

The College recognizes that family or individual circumstances, official judicial or military obligations, and/or professional growth opportunities may require absence from the workplace. The College promotes employee health, wellness, and professional growth by providing leave benefits.

§8.1 FULL-TIME FACULTY ABSENCES

§8.1.1 When possible, full-time faculty are expected to make arrangements in advance with their supervisor/designee for any absences from regularly assigned duties. All absences must be reported to the supervisor/designee.

§8.1.2 In cases of emergency, full-time faculty must notify their supervisor as soon as possible before the start of the class. Upon notification of an absence, the supervisor/designee will obtain a substitute or make provisions for notifying students involved. A class may not be canceled without the prior approval of the supervisor/designee.

§8.2 SICK & SAFE LEAVE

All full-time faculty members are eligible for sick leave, earned at a rate of one (1) day (7 hours) of sick leave for each month worked under contract. Sick leave is used one (1) hour increments for any class period or office hours that are missed. Unlimited sick leave may be carried over from year to year.

§8.2.1 Sick and safe leave may be used for personal (physical/mental) illness, injury (including domestic violence/sexual assault), hospitalization or preventative health care, or for a non-FMLA illness, injury, or hospitalization of an immediate family member (including spouse/domestic partner, child, stepchild, grandchild, parent or parent-in-law) or member of the employee's household when the presence of the employee is necessary. Employees may use sick and safe leave under the provisions of the Family and Medical Leave Act (FMLA) and Maryland Healthy Working Families Act and consistent with other applicable laws.

§8.2.1.1 Sick and safe leave must be taken and must be reported to the Office of Human Resources through the absence management system.

§8.2.2.1.1.1 A Classroom Absence Report must be submitted at the same time.

§8.2.2.1.1.2 Sick and safe leave must be taken regardless of whether the class is covered or not.

§8.2.2 Full-time faculty using sick and safe leave shall notify their supervisor as soon as possible and must keep their supervisor informed regularly of their status and when a return to work is anticipated. A physician's statement attesting to the need for sick leave must be provided to the Office of Human Resources if absence from work continues for more than five consecutive workdays (except sick leave used for FMLA-approved leave) or in cases of suspected abuse.

§8.2.3 There is no cash payout of unused sick and safe leave upon separation from employment.

§8.2.4 For full-time faculty hired and working on or before June 30, 1985, please refer to the Leave Benefits Policy and Procedures.

§8.3 FAMILY AND MEDICAL LEAVE

Frederick Community College complies with the state of Maryland and the federal Family and Medical Leave laws. Full-time faculty must consult with the Office of Human Resources before going on Family and Medical Leave, or as soon as possible if due to an emergency or unforeseeable circumstance. For further information on eligibility and procedure, see the Leave Benefits Policy and Procedures.

§8.4 SICK LEAVE BANK

Full-time faculty are eligible to participate in the Sick Leave Bank after Continuous employment for twelve (12) months. The Sick Leave Bank is administered in accordance with the Sick Leave Bank Policy and Procedures.

§8.5 BEREAVEMENT LEAVE

Full-time faculty are eligible for bereavement leave. The College provides up to five (5) days (35 hours) of paid leave to eligible full-time faculty when a death occurs in the family or pregnancy loss.

§8.5.1 Family for the purposes of bereavement leave includes spouse/domestic partner, parents, children, siblings, grandparents, grandchildren or member of the employee's household.

§8.5.2 The employee may submit a request to use bereavement leave for other family members not included on this list to the direct supervisor, subject to Senior Leader approval.

§8.5.3 Bereavement time may be extended as necessary with the use of earned annual, sick or personal leave subject to supervisor approval.

§8.6 JURY DUTY AND COURT ATTENDANCE LEAVE

Faculty who are called to serve on a jury or are subpoenaed as a court witness to testify in a proceeding will be granted special leave with pay for the period that they are required to be in court, plus any necessary time for travel.

§8.6.1 To be compensated, full-time faculty must remit to the College all compensation received by the full-time faculty member for jury duty or court attendance (except for reimbursement for mileage and meals).

§8.6.2 The full-time faculty member must submit to their supervisor a copy of the summons to service as soon as practicable after it is received. Full-time faculty members are expected to return to work when they are released. In addition, proof of service must be submitted to the supervisor when the period of jury or court attendance is completed.

§8.7 UNPAID LEAVE

§8.7.1 Faculty members will be eligible for unpaid short-term leave up to one (1) month when all paid leave options have been exhausted.

§8.7.2 A faculty member who has completed three or more consecutive years of service may be granted extended leave without pay for a period not to exceed two full (2) consecutive academic semesters.

§8.7.2.1 An approved unpaid leave of absence may be requested for the following reasons.

- Campaign for public office or to campaign for a candidate.
- Illness of the employee.
- Provide care for a sick member of their immediate family or household.
- Serve in elected or appointed political/public service office.
- Participate in a national/international teacher exchange program.
- Child or family care.
- Professional study.
- Educational travel.
- Serve in the Peace Corps, VISTA or Americorps.
- Other instances approved by the President/designee.

§8.7.2.2 In certain circumstances, an approved leave may be renewed in one (1) semester increments.

§8.7.2.3 All requests for an unpaid leave of absence or renewals of such leaves must be made in writing. The Office of Human Resources will provide a written response to all such requests. Requests shall be made as soon as possible, but normally at least thirty (30) days before the leave period starts.

§8.7.2.4 A faculty member who is granted such leave shall, during the period of such leave, be responsible for paying all monies necessary to maintain the faculty member's participation in the Frederick Community College's Group Insurance Package.

§8.7.2.5 The faculty is responsible for purchasing eligible service credit from the Maryland State Retirement Agency or making any required contributions to a Maryland Optional Retirement Plan.

§8.7.2.6 When a faculty member returns from an approved unpaid leave they must work for a minimum of (1) year before becoming eligible to request another leave under this section.

§8.7.2.7 Other unpaid leaves may be granted at the discretion of the President of the College

§8.7.2.8 Upon their return, the faculty member shall be placed at no less than the same position on the salary schedule as they were at the time the leave was granted.

§8.8 MILITARY LEAVE

§8.8.1 Military Reserve Training. Full-time faculty members who participate in required military service training, including inactive duty training for the organized Maryland Militia, are entitled to a leave of absence from duties, without loss of pay, time, or performance rating not to exceed fifteen (15) working days annually. Full-time faculty will be paid the difference between their

College base pay, and the total military or militia pay and allowances (exclusive of those for travel and uniforms). Full-time faculty must provide the Office of Human Resources with a copy of their activation orders in advance of their service.

§8.8.2 Active-Duty Call-Up. In the event a full-time faculty member is ordered to active duty, including full-time faculty in the organized militia called to State active duty, the fulltime faculty member will be paid the difference between their college base pay and the total military pay and allowances (exclusive of those for travel and uniforms) for a maximum period of ninety (90) days per year without loss of time or performance rating. The full-time faculty members must provide the Office of Human Resources with a copy of their activation orders in advance of their service.

§8.8.2.1 All College-provided medical and dental benefits in effect immediately prior to active duty call up will remain in effect for up to ninety (90) days. Such benefits shall then cease as of the end of the month in which continued base pay ends. Applicable Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage shall then be made available to the full-time faculty member and to eligible dependents.

§8.8.3 Full reinstatement rights shall be extended to full-time faculty members returning from active military duty as stipulated under the Uniformed Services Employment and Reemployment Rights Act (USERRA). For the purposes of determining longevity, pay, or pay advancement, the status of the full-time faculty member will be considered uninterrupted by military service.

§8.9 PROFESSIONAL DEVELOPMENT/EVENT LEAVE

A faculty member may be granted leave with pay for the purpose of attending on- or off-campus professional development conferences, trainings, and meetings. The bargaining-unit member will be reimbursed, in whole or in part, for travel expenses incurred in attending such meetings.

§8.10 SABBATICAL LEAVE

Sabbatical leave supports the professional development of the full-time faculty for the mutual benefit of the College and individual. Sabbatical leave is established to create opportunities for professional growth through study, travel, scholarly activity and other pursuits created by full-time faculty to promote instructional excellence.

§8.10.1 Eligibility for Sabbatical leave.

§8.10.1.1 A limited number of sabbatical leaves aligned with the faculty member's content area and/or strategic goals of the College, may be granted by the Provost/designee to full-time faculty members who have completed twelve (12) continuous semesters (Fall and Spring) of service as a full-time faculty member and who meet or exceed overall performance expectations at the College. The sabbatical leave must be aligned with the full-time faculty member's content area. Up to five (5) sabbatical leaves may be approved annually and are contingent on the availability of funding.

§8.10.1.2 Full-time faculty who started their teaching duties in the Spring semester may apply in the Fall semester of their fifth academic year for sabbatical in their seventh academic year. Fall hires are eligible to complete the application process in the Fall

semester of their sixth academic year of service for sabbatical in their seventh academic year.

§8.10.1.3 Eligibility calculations for subsequent sabbaticals, are based on completion of twelve (12) consecutive semesters (Fall and Spring). Service eligibility accrual for subsequent sabbaticals begins at the start of the Fall or Spring semester immediately following the member's return from sabbatical and resumes their normal duties.

§8.10.2 Delay. The effective date of an approved sabbatical may be delayed for one year if a full-time faculty member's plans are disrupted by political strife, natural disaster, or other situations which endanger the safety of the full-time faculty member. Requests for such delays shall be submitted to the Provost/designee.

§8.10.2.1 At the sole discretion of the College, in extraordinary circumstances, and approved sabbatical may be delayed for up to two (2) years.

§8.10.3 Restrictions. Full-time faculty on sabbatical leave shall not engage in teaching or service to the College or to participate in any College activities in an official capacity (as an employee) while on leave.

§8.10.4 Requirements for Sabbatical leave

§8.10.4.1 Duration. Sabbatical leave for full-time faculty may be granted for periods of one semester with no reduction in base salary or one academic year (Fall and Spring semester) at 50% base salary.

§8.10.4.2 Financial disclosure. Sabbatical leave is not for the purpose of offering opportunity for income or for rendering services for compensation in another enterprise or institution. Sabbatical leave salaries shall be reduced to reflect compensation received by the full-time faculty member during the sabbatical from other sources (e.g., grants-in-aid, fellowships, scholarships, etc.).

§8.10.4.3 Return. A full-time faculty member granted sabbatical leave shall agree to return to Frederick Community College for at least two (2) academic years following the leave or repay the salary received during the leave. This requirement may be waived in whole or in part at the sole discretion of the College.

§8.10.4.4 Report. A full-time faculty member granted sabbatical leave shall file a written account of their sabbatical activities and accomplishments with the Provost's office.

§8.10.5 Annual Report. The College shall prepare and distribute to the Chapter an annual report setting forth the distribution of funds for sabbatical leaves.

§8.10.6 The Sabbatical Process Committee established between the parties in the October 25, 2024 Memorandum of Understanding (MOU) will be reconvened on a 3-year rotation beginning in 2028-29. This rotation schedule does not prevent the parties from reconvening the committee at other intervals upon mutual agreement. The focus of the reconvened committee shall be the same as is stated in the original MOU.

§8.11 PERSONAL BUSINESS LEAVE

With notice to their supervisor/designee, full-time faculty may use up to three (3) days (21 hours) of personal leave per fiscal year. Personal leave is used one (1) hour increments. Personal leave is allocated and available for use beginning July 1 of each year.

§8.11.1 Although a reason for the use of personal business leave is not necessary, it is not intended to be used as an excused absence from required attendance at College events as noted in Article 5.1 Workload (e.g., Convocation, Commencement, administrative days).

§8.11.2 This personal leave may be used during the fiscal year and may not be carried over from year to year.

§8.11.3 Unused personal days are not paid out upon separation from employment.

§8.12 ANNUAL LEAVE

Eligible full-time 12-month faculty will receive the same annual leave accrual as non-unit 12-month employees.

§8.12.1 If a full-time 12-month faculty member separates from employment before the end of their contract fiscal year, unearned leave time that has been used will be deducted from the employee's final pay.

§8.12.2 Annual leave may be accumulated to a maximum of thirty (30) working days (210 hours).

§8.12.2.1 When the maximum number of days has been accumulated no additional days shall be credited to the full-time 12-month faculty member until enough leave has been used to reduce the accumulation below thirty (30) days (210 hours).

§8.12.3 There is no cash payout of unused annual leave upon separation from employment.

§8.12.4 Annual leave requests must be submitted and approved by the full-time 12-month faculty member's direct supervisor in advance. Supervisor approval is based on a determination that the leave does not interfere with the ability of the requestor to meet essential work demands. The requestor is not required to provide a specific reason for taking the leave.

§8.12.4.1 Annual leave requests for five (5) or more days must be submitted and approved by the employee's direct supervisor at least two (2) weeks in advance. In extenuating circumstances, the supervisor may approve annual leave requests submitted less than two weeks in advance.

§8.12.4.2 Annual leave in excess of ten (10) consecutive workdays must be approved by the Senior Leader.

§8.13 MARYLAND TIME TO CARE ACT

The College will participate in the Maryland Time to Care program in compliance with state law and regulations.

§8.14 ILLNESS OR INJURY DURING APPROVED WORKING LEAVES

In the event of injury to, or illness of, the full-time faculty member during an approved working leave which prevents completion of the leave's purpose, the leave will be terminated and provisions for sick leave shall apply.

§8.14.1 If the illness or injury qualifies the full-time faculty member for disability retirement, such illness or injury shall exempt the member from further obligations relative to the working leave.

§8.14. 2 If death prevents the member from fulfilling their agreement to return to service in the College, no repayment of salary shall be required.

§8.15 FLOATING HOLIDAY

With notice to their supervisor/designee, full-time, faculty may use one (1) day per fiscal year as a floating holiday.

§8.15.1 Floating holidays cannot be used on days when faculty attendance is required as noted in Article 5.1 Workload (e.g., Convocation, Commencement, administrative days).

§8.15.2 This floating holiday may be used during the fiscal year and may not be carried over from year to year.

§8.15.3 Unused floating holidays are not paid out upon separation from employment.

§8.16 ORGAN AND BONE MARROW DONATION

The College complies with the State of Maryland Organ and Bone Marrow Donation Leave laws.

§8.17 WELLNESS DAYS

Should non-unit employees be granted “wellness days” by the College in any fiscal year, unit members shall receive the equivalent number of days for 12-month faculty and prorated for 10-month faculty.

§8.17.1 Wellness days granted 10-month faculty will be pro-rated (based on 83% of the days awarded to 12-month employees). These days will be scheduled by the Provost to occur during the 10-month contract year (August 1 – May 31).

§8.17.1.1 If a scheduled wellness day conflicts with other College commitments (e.g., attendance at student events, conferences, etc.) making it difficult for the full-time faculty member to observe the scheduled wellness day; the wellness day may be “flexed” and used on another day during the faculty member’s contract year.

§8.17.1.2 Flexed wellness days cannot be used on days when faculty attendance is required as noted in Article 5.1 Workload (e.g., Convocation, Commencement, administrative days).

ARTICLE 9
BENEFITS

§9.1 HEALTH INSURANCE

The College offers a group health insurance plan to eligible full-time faculty members. Any portion of the premium not covered by the College must be paid by the full-time faculty member electing the insurance coverage. Coverage for eligible full-time faculty members is effective on the full-time faculty member's date of hire.

§9.1.1 The College shall contribute 100% towards employee health insurance premiums and 53% of the premiums for their qualifying depends

§9.1.2 Eligible full-time faculty members who voluntarily elect to waive health insurance coverage will receive a taxable opt-out cash incentive of $300 per month in lieu of the health insurance benefit. To be eligible to receive the opt-out incentive, the full-time faculty member must provide proof of other health insurance coverage. The opt-out incentive will be paid on each semi-monthly pay date as long as the full-time faculty member would otherwise be eligible for health insurance coverage from the College. All such payments shall cease for any period of time if the full-time faculty member is on an unpaid leave of absence, or if the employment relationship is severed for any reason. The full amount will be recorded as taxable income, and all applicable taxes will be deducted per the full-time faculty members withholding requirements.

§9.1.3 Eligible full-time faculty members will pay premiums based on their plan selection and in accordance with the full-time employee health, dental, and vision insurance rates.

§9.2 HEALTH SAVINGS ACCOUNT

The College will provide a Health Savings Account (HSA) option to full-time faculty members enrolled in the FCC high-deductible health insurance plan.

§9.2.1 The College will contribute $1,500 (employee only plan) or $3,000 (family plan) to the full-time faculty member's HSA account. This contribution will be pro-rated for any full-time faculty member joining after the plan year has started.

§9.3 FLEXIBLE SAVINGS ACCOUNT

The College will offer a Flexible Spending Account (FSA) for medical and/or dependent care. The FSA allows for pre-tax contributions to pay for medical and/or day care expenses.

§9.4 DENTAL INSURANCE

The College will offer a group dental insurance plan to eligible full-time faculty members. The College will contribute 75% of the costs for full-time faculty member's coverage. Any portion of the premium not covered by the College must be paid by the full-time faculty member electing the insurance coverage. Coverage for eligible full-time faculty is effective on the full-time faculty member's date of hire.

§9.5 VISION INSURANCE

The College will offer a group vision insurance plan to eligible full-time faculty members. The College will contribute 75% of the costs for full-time faculty member's coverage. Any portion of the premium not

covered by the College must be paid by the full-time faculty member electing the insurance coverage. Coverage for eligible full-time faculty is effective on the full-time faculty member's date of hire.

§9.6 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

The federal COBRA gives full-time faculty members and their qualified beneficiaries the opportunity to continue health, dental, and vision insurance coverage under College health plans when a qualifying event would normally result in the loss of eligibility.

§9.6.1 If selecting COBRA, the full-time faculty member or their beneficiary pays the full cost of insurance coverage plus a 2% administrative fee at the College group rates.

§9.7 LIFE INSURANCE

The College will provide life insurance for eligible full-time faculty under a group life insurance policy. The amount of life insurance coverage is based on two (2) times the full-time faculty member's annual compensation rounded to the next highest $1,000, but not higher than $500,000. Coverage for eligible full-time faculty members is effective on the full-time faculty member's date of hire.

§9.7.1. Full-time faculty members may purchase additional life insurance and spouse and dependent coverage through payroll deductions.

§9.8 LONG-TERM DISABILITY INSURANCE

The College will provide long-term disability insurance for the full-time faculty member. Coverage for eligible full-time faculty members is the first of the month following the date of hire.

§9.9 LEGAL SERVICES PLAN

Eligible full-time faculty may enroll in a prepaid legal plan. Premiums are fully paid by the full-time faculty member and made via payroll deduction. Coverage for eligible full-time faculty members is the first of the month following the date of hire.

§9.10 AFLAC

Eligible full-time faculty may enroll in Aflac supplemental insurance. In the event of a serious accident or illness, Aflac provides cash benefits to help pay for out-of-pocket costs and loss of income. Aflac pays cash benefits regardless of any other insurance coverage in place. Premiums are fully paid by the employee and made via payroll deduction. Coverage for eligible full-time faculty members is the first of the month following the date of hire.

§9.11 RETIREMENT PLANS

Full-time faculty are eligible for membership in a retirement system when they start employment with the College. Full-time faculty members become members of either the Maryland State Retirement and Pension System (MSRPS) or one of the Optional Retirement Programs. Eligibility is determined by the Maryland Higher Education Commission (MHEC)

§9.12 TAX DEFERRED COMPENSATION PLANS

The College will offer eligible full-time faculty members the opportunity to participate in a 403(b) Plan and/or 457(b) Tax Deferred Compensation Program to help save for retirement. These plans allow

employees to save on a tax-deferred basis and are subject to the Internal Revenue Service (IRS) regulations and annual contribution limits.

§9.13 EMPLOYEE ASSISTANCE PLAN

The College will provide an Employee Assistance Program (EAP) to any full-time faculty members and members of their household who are eligible for healthcare benefits.

§9.14 TUITION BENEFITS

An FCC tuition waiver will be granted to any eligible full-time faculty member who may choose to enroll in credit or non-credit courses offered by the College.

§9.14.1 The College will not waive fees or other out-of-pocket costs.

§9.14.2 A 20% discount for textbooks in the FCC Bookstore is provided for FCC tuition waiver eligible full-time faculty members enrolled in courses at the College.

§9.14.3 The tuition waiver is also extended to family members of eligible full-time faculty members who enroll in credit or non-credit classes offered by the College.

§9.14.3.1 Family members include spouses or domestic partners (as defined in the Domestic Partner Declaration Form) and dependent children. FCC defines dependent children as those qualifying dependent children for whom the employee provides at least 50% of their support. A qualifying dependent child is defined as a son, daughter, stepchild, or other legal dependent, who is under age 24, or any age if permanently and totally disabled.

§9.14.3.2 The waiver does not apply to high-school-based Dual Enrollment classes.

§9.15 WORKERS' COMPENSATION

Whenever a full-time faculty member is absent from work as a result of compensable injury occurring in the course of their employment, the employee should report the incident to their supervisor and the Office Human Resources.

§9.15.1 In the case of an absence due to a work-related injury, compensation for lost time will depend on the length of the absence. However, the first three (3) days will be charged against the full-time faculty members accrued sick leave.

§9.15.2 Any transition period of light duty or modified duty will be coordinated through the Office of Human Resources and the direct supervisor. Should light or modified duty not be available within the employee's department, other suitable duty may be substituted when possible.

§9.15.3 Fitness for duty and return to duty certification must be submitted to the Office of Human Resources prior to the full-time faculty member returning to work.

ARTICLE 10
REIMBURSEMENT

§10.1 TUITION REIMBURSEMENT

Full-time faculty, who are meeting performance evaluation expectations are eligible for tuition reimbursement for approved academic courses at accredited institutions.

§10.1.1 To qualify for reimbursement, the courses must be related to the goals established between the full-time faculty member and their supervisor. The full-time faculty must earn a grade of “C” or better.

§10.1.2 Eligible full-time faculty members will be reimbursed for tuition for up to a maximum of six (6) credit hours per fiscal year. Tuition reimbursement may not exceed the in-state tuition rate per credit hour for equivalent academic courses at the University of Maryland, College Park.

§10.1.3 The College will not reimburse the full-time faculty member for fees or other out-of-pocket costs.

§10.1.4 Eligible full-time faculty members must submit their request each semester prior to registering for a course and have supervisor, Senior Leader, and the Office of Human Resources approval using the Educational Benefits Application.

§10.2 MANDATED PROFESSIONAL LICENSES AND CERTIFICATIONS

If a license or certification is required for the full-time faculty member to work for the College, they will be reimbursed up to $175 for fees paid by the full-time faculty member to obtain or renew the license or certificate.

§10.3 TRAVEL EXPENSES

In accordance with the College’s Travel and Expense Reimbursement Policy and Procedures, full-time faculty members will be reimbursed for expenses incurred in the course of attending a pre-approved conference and/or conducting business on behalf of the College.

ARTICLE 11
COMPENSATION

§11.1 SALARY

Eligible members shall receive the following:

§11.1.1 Upon ratification of this agreement, eligible members will receive a cost-of-living (COLA) increase of 3.5% applied to the remaining balance of their 2026-27 base salary. This increase will be reflected in the member's paycheck as follows:

- Eligible 12 month faculty paid over 12 months (July 1 – June 30) – October 15, 2026 paycheck
- Eligible 10 month faculty paid over 12 months (August 1 – July 31) – November 15, 2026 paycheck
- Eligible 10 month faculty paid over 10 months (August 1 – May 31) – October 31, 2026 paycheck

§11.1.2 Upon ratification of this agreement, eligible members will receive a $500 adjustment to their 2026-27 base salary. This increase will be reflected in the January 15, 2027 paycheck.

§11.2 YEARS OF SERVICE

Full-time faculty will be recognized for eligible cumulative years of service at the College in increments of 5, 10, 15, 20, 25, 30 or 35 years (or more).

§11.2.1 Years of service begin upon assignment to a regular position at the College. Full-time faculty who separates from regular full-time employment and returns to an eligible position within three (3) years from the date of separation shall receive full credit for prior eligible service

§11.2.2 Eligible full-time faculty also receive a one-time bonus equivalent to a salary increase for their respective grade level in the anniversary month of each 5th year of service (5, 10, 15, 20, etc.). This bonus is paid through the normal payroll process in the pay period that the anniversary date occurs.

§11.3 DEGREE COMPLETION

The College recognizes degrees conferred to full-time faculty after July 1, 2026 as follows:

§11.3.1 The degree must be in the faculty member's discipline or a related discipline and meet one of the following criteria:

- a conferred doctorate degree
- a conferred terminal or second master's degree
- a conferred master's degree with 30 semester hours or more of additional graduate level coursework
- a conferred undergraduate degree

§11.3.2 At the time of degree conferral, the faculty member must notify the College, in writing, whether they want the conferred degree counted as “points” towards promotion (as stated in §5.3) or receive a salary adjustment of $3,500. In no instance shall the faculty member receive promotion points and a salary adjustment for the same degree.

§11.3.3 No points or salary adjustment will be awarded for degrees attained at a lower level than the highest degree held by the faculty member.

§11.3.4 If a degree is not approved for points/salary adjustment, the faculty member may appeal the denial decision to the Provost/designee. A written appeal must be submitted to Labor Relations within 10 business days after the faculty member receives notice of the disapproval. The decision of the Provost/designee is final.

§11.4 OVERLOAD

Full-time faculty who are approved to teach an overload course are paid, per credit, at the Master's level rate on the adjunct pay scale. Full-time faculty who were promoted to full professor before January 1, 2009, will be grandfathered.

§11.5 JAN SESSION AND SUMMER TERM

Full-time faculty teaching during Jan Session or the Summer Terms are compensated at the Master’s level of adjunct faculty rate.

§11.6 INDEPENDENT STUDY

Full-time faculty are paid $150 per student regardless of continued enrollment of the student after the second week of classes. Student withdrawal from the study prior to the second week results in a $25 honorarium to the full-time faculty member. Payment is made following completion/termination of the

study.

§11.7 WORKLOAD PAY/CREDIT DIFFERENTIALS

Other workload pay/credit differentials including, but not limited to, headcount, lab, and applied music lessons are currently addressed in College policy and incorporated by reference.

§11.8 SUMMER WORKSHOP/CONFERENCE RATE

Full-time faculty will be paid a per diem rate for attending an all-day workshop/conference during the summer. The rate will be pro-rated for workshops/conferences that are less than a full day.

§11.8.1 The workshop/conference per rate will be calculated as follows using the Master’s level adjunct rate:

Step 1: MA Adjunct Rate for 1 Credit/45 Hours = Hourly Rate

Step 2: Hourly Rate X 7 Hours Day = Per Diem Rate (round up to the next unit of $5 for example $173 rounds to $175, etc.)

§11.9 PROMOTION IN RANK

A salary adjustment will be made to the faculty member’s base salary upon promotion in rank as follows:

§11.10.1 Promotion to the rank of Associate Professor will be recognized with a permanent salary increase of five thousand dollars ($5,000) effective at the start of the member’s next contract year.

§11.10.2 Promotion to the rank of Full Professor will be recognized with a permanent salary increase of seven thousand five hundred dollars ($7,500) effective at the start of the member’s next contract year.

ARTICLE 12
NO STRIKE/NO LOCKOUT

§12.1 NO STRIKES

Neither the Chapter, its officers, agents, or representatives, nor any full-time faculty members, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

§12.2 ENFORCEMENT OF NO STRIKE PLEDGE

In the event of a strike in violation of §12.1 of this Article, the College may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. In addition, any full-time faculty member engaging in activity in violation of §12.1 of this Article shall be subject to discharge.

§12.3 NO LOCKOUTS

The College shall not lock out full-time faculty members.

ARTICLE 13
SAVINGS CLAUSE

§13.1 SCOPE OF AGREEMENT

The College and the Chapter acknowledge and agree that all negotiable items have been discussed during negotiations leading to this agreement. This Agreement contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.

§13.1.1 College policies, procedures, forms, and documents not within the scope of this Agreement are incorporated by reference and will be enforceable under it.

§13.2 PRINCIPLE

If at any time during the life of this Agreement, any term or provision herein is found to be in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law.

§13.2.1 Severability. Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

§13.2.2 Replacement. In the event any provision herein contained is rendered invalid, the College and the Chapter will enter collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 14
DURATION

§14.1 DURATION OF AGREEMENT

This agreement shall take effect upon ratification of both parties and shall remain in full force and effect through June 30, 2028, with reopeners for Article 9 Benefits and Article 11 Compensation for 2026-27 and 2027-28.

In witness whereof, the parties hereunto set their hands and seals this the 28th day of September 2026.

ON BEHALF OF UNITED ACADEMICS OF MARYLAND-AFT – FREDERICK COMMUNITY COLLEGE CHAPTER:

_____

Lindsey Blankenbaker, J.D., Chief Negotiator

_____

Aaron Clayton, Ph.D., UAMD-FCC Chapter Chair

_____

Noah Gibson

ON BEHALF OF THE BOARD OF TRUSTEES FREDERICK COMMUNITY COLLEGE:

_____

Pamela Murphy, Chief Negotiator

_____

Scott McVicker

_____

Diana Oliver

_____

Amy Parks, Ph.D.

APPENDIX A

Frederick Community College FY 2027
Salary Ranges 10 Month Full-time Faculty
Effective July 1, 2026 – June 30, 2027

10 Month	Grade	Step (3.5% of Midpoint)	Minimum	Midpoint	Maximum
Assistant Professor	F03	$2,876	$67,336	$82,177	$ 97,018
Associate Professor	F04	$3,227	$72,027	$92,194	$112,361
Full Professor	F05	$3,737	$83,418	$106,775	$130,131

Frederick Community College FY 2027
Salary Ranges 12 Month Full-time Faculty
Effective July 1, 2026– June 30, 2027

12 Month	Grade	Step (3.5% of Midpoint)	Minimum	Midpoint	Maximum
Assistant Professor	F03	$3,451	$80,803	$98,612	$ 116,421
Associate Professor	F04	$3,872	$86,432	$110,633	$134,834
Full Professor	F05	$4,485	$100,102	$128,129	$156,157

APPENDIX B

Memorandum of Understanding
Between The Board of Trustees of Frederick Community College
And United Academics of Maryland – Frederick Community College

The College agrees to establish a Benefits Advisory Committee to provide input into maintaining quality and affordable benefits. It is understood that the work of the committee does not constitute negotiations and is only advisory.

The composition of the committee will include one (1) representative appointed by the VP Talent and Culture and representing the College, one (1) representative appointed by the UAMD-FCC who is a current employee and enrolled in the FCC health plan, one (1) representative from each of the employee affinity groups with benefits eligible employees appointed by their Leadership. The College's benefits consultants may also be invited to participate in these meetings, as necessary.

The focus of this committee shall be to: a) Advise on cost containment strategies b) Study and discuss possible plan design changes c) Develop strategies to educate employees regarding benefit plans.

The Committee will meet at least four (4) times between August 1, 2025, and April 1, 2026. Additional meetings may be scheduled upon agreement of a majority of the committee members.

The committee will issue an advisory report to the Vice President Talent & Culture no later than May 1, 2026.

APPENDIX C

Memorandum of Understanding
Between The Board of Trustees of Frederick Community College
And United Academics of Maryland – Frederick Community College

The College agrees to establish a committee to review the College's adopted compensation philosophy.

The composition of the committee will include one (1) representative appointed by the VP Talent and Culture and representing the College, one (1) representative appointed by the UAMD-FCC who is a current employee and enrolled in the FCC health plan, one (1) representative from each of the employee affinity groups appointed by their President. Additionally, consultants and or subject matter experts may participate in meetings, as necessary.

The focus of this committee shall be to: study and discuss possible changes to the existing compensation structure(s) so they align with the College's compensation philosophy.

The Committee will meet at least four (4) times between August 1, 2025, and January 31, 2026. Additional meetings may be scheduled upon the agreement of most committee members.

The committee will issue an advisory report to the Vice President Talent & Culture no later than March 1, 2026.

APPENDIX D

Memorandum of Understanding
Between The Board of Trustees of Frederick Community College
And United Academics of Maryland – Frederick Community College

The parties agree to establish a Faculty Merit Pay Program Study Committee to provide recommendations to the Vice President of Talent & Culture. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory.

The focus of the committee shall be to:

Recommend a merit pay system for full-time faculty that recognizes and rewards performance and expertise.

The Committee's work shall commence immediately upon acceptance of this MOU.

The composition of the committee will include up to three (3) representatives appointed by UAMD-FCC and up to three (3) members appointed by the College. The parties also agree that additional resource members may be invited to address specific matters. The Committee will be co-chaired by a Union appointed member and one of the members appointed by the College.

The committee is not a substitute for collective bargaining, and no bargaining will take place. Any mandatory subjects of bargaining will be referred to the UAMD-FCC and FCC negotiating teams for appropriate action.