

# Collective Bargaining Agreement

COMMUNITY COLLEGE OF BALTIMORE COUNTY  
AND  
UNITED ACADEMICS OF MARYLAND AFT-AAUP, LOCAL 6628

*June 11, 2026 – June 30, 2029*



## **Acknowledgement and Gratitude**

The College and the Union would like to express gratitude to the following teams and their members who worked diligently, respectfully, and professionally for over fourteen months to negotiate this agreement from March, 2025 through May, 2026.

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## **ARTICLE 1 – RECOGNITION OF THE UNION**

### **1.1 Recognition of Bargaining Unit Representative**

The Board recognizes United Academics of Maryland AFT-AAUP, Local 6628, as the sole and exclusive collective bargaining representative with respect to wages, hours and other terms and conditions of employment for all full-time faculty of the Community College of Baltimore County, as defined below.

### **1.2 Definition of Faculty**

The bargaining unit shall be defined as follows: all eligible full time faculty employees, as defined in Md. Code Ann., Educ. §16-701(j)(1), employed by the Community College of Baltimore County, but excluding officers, supervisors, confidential employees, part-time faculty, and student assistants as provided for in Md. Code Ann., Educ. §16-701(j)(2) and as clarified by Maryland Public Employee Relations Board Case No. UC 2025-01.

Upon any faculty new hire or the creation of any new faculty position, the College shall determine whether the individual faculty member is included or excluded based on the criteria listed above. Written notification of any exclusion shall be provided to the Union within twenty (20) business days of any such determination. If the Union disagrees with the College's determination, the Union may request a meeting with the President/designee within twenty (20) business days of the written notification. Should the Union and the College be unable to agree, either party may follow the procedures for addressing unit clarification matters under state law.

### **1.3 Integrity of Unit**

If a bargaining-unit member's job responsibilities are modified by the College to the extent that the College no longer believes they are under the jurisdiction of this Agreement, the College will notify the Union within fifteen (15) days of the decision; provided, however, that this provision does not apply to bargaining unit members who seek positions outside the bargaining unit and it shall not be interpreted to modify, limit, or restrict the College's rights under state law, including but not limited to the right to determine its organizational structure. Should the Union and the College be unable to agree about the College's decision, either party may follow the procedures for addressing unit clarification matters under state law.

### **1.4 Grant Funded Faculty**

If an individual is employed as full-time faculty member but the individual's salary is funded primarily from public and/or private grants and not from revenues generally available to all community colleges under the Education Article of the Maryland Code, that employee will be in the bargaining unit, except that employee may be terminated, without recourse, if funding for the position is no longer provided to the College. The College will endeavor to create options for full-time bargaining unit employment for these faculty prior to expiration of grant funding. The College will notify employees and the Union as soon as is practicable upon learning of loss of grant funding.

1.5 Notification

All letters of offer and appointment and reappointment for all faculty shall include a statement of inclusion in the bargaining unit. Letters of offer or appointment to positions or roles that would result in the temporary or permanent exclusion of a current bargaining unit member from the bargaining unit will include a statement of exclusion from the bargaining unit.

1.6 Non-Bargaining Unit Faculty

The College may employ faculty members in positions that are excluded from the bargaining unit in accordance with the criteria set forth in Section 2 of this Article,

A faculty member who is in the bargaining unit and accepts an appointment to a faculty position that is excluded from the bargaining unit shall have their status as a bargaining unit member suspended for the duration of the time served in the non-bargaining unit position. During the appointment to the non-bargaining unit position, the faculty member's evaluation cycle will be suspended, and the employee will instead be evaluated annually based on the duties of the non-bargaining unit position.

A faculty appointment to a non-bargaining unit position will end due to voluntary resignation, college determined term limit, or removal by the college. Upon conclusion of service in a non-bargaining unit position, the faculty member will be reinstated to the bargaining unit unless the employee is subject to dismissal for cause.

A faculty member who is in a non-bargaining unit position at contract ratification, or who is appointed to such a position during this contract, and who then moves into a bargaining unit position during this contract, will be placed at the compensation and benefits level for a 10-month or 12-month bargaining unit position as if they had held it during the time they were not in the bargaining unit. Bargaining unit compensation and benefits will include unit seniority and any salary adjustments that the faculty member would have received if the faculty member's suspension from the bargaining unit had not occurred. The faculty member will no longer receive reassigned time or other compensation or benefits they received for performance of the non-bargaining unit position.

The faculty member's evaluation cycle will resume from the point where it had been when it was suspended upon the faculty member's appointment to a non-bargaining unit position.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the College and may be exercised by the College at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and affect the mission of CCBC; to evaluate and select applicants for employment; to evaluate faculty member's for performance and for purposes of salary increases, retirement, promotion, demotion, transfer, layoffs and recall; to discipline and discharge faculty members for just cause; to grant salary increases and to retire, promote, demote, transfer, lay off and recall faculty members; to subcontract or use independent contractors in fulfilling the mission of CCBC and in undertaking any and all functions or activities for which the College might otherwise use personnel employed by CCBC; to determine the academic calendar, including the number and dates of duty days for faculty members, and the commencement and ending of each duty day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), service(s), or curriculum; to allocate and expend funds and determine the overall budget and financial policies and procedures of CCBC; to control, regulate, and determine the use and location of all CCBC facilities, including campuses, machinery, equipment, buildings, other property, and support services; to determine the size and composition of the work force; to designate substitutes for faculty members; to introduce new or improved research and operational methods; to set the standards of productivity, the services to be rendered and functions to be performed; to initiate, design, develop, adopt, modify, delete, approve, schedule, cancel, and authorize all programs to be offered by CCBC; to initiate, approve, authorize, manage, administer, adopt, deactivate, schedule, and cancel all courses offered by CCBC; to determine program and course curriculum content, objectives, grading standards and procedures; to establish class schedules and class modalities; to determine class size; to assign work; to assign teaching and non-teaching duties; to determine the qualifications of faculty members; to renew or not renew the appointment of a faculty member; to determine the procedures for the selection of a faculty member for promotion; to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement; and, in all other respects, to plan, manage, evaluate, administer, govern, control, and direct CCBC, its operations and personnel.

## **ARTICLE 3 – NON-DISCRIMINATION**

### **3.1 Preamble**

The Community College of Baltimore County and United Academics of Maryland AFT-AAUP, Local 6628 jointly reaffirm the institution's long tradition of being a welcoming community of diverse faculty, staff, and students. The Union and the College are committed to recognizing the value of a diverse workforce that is reflective of the students and of the community we serve. We welcome, respect, and embrace the differences and similarities of our employees, members, and our students. We acknowledge the richness of multiculturalism and diversity. We hold each member of the college community responsible and accountable for fostering a climate of acceptance, inclusion, respect, and dignity of all persons.

### **3.2 Non-Discrimination**

The College and the Union shall comply with the provisions of all applicable laws forbidding discrimination of any employee on account of race, color, ancestry, national origin, disability, religion, sex, sexual orientation, gender identity, marital status, genetic information, age, military status, or union membership, and there shall be no retaliation against employees who, in good faith, bring complaints regarding perceived discrimination on these bases.

### **3.3 Discrimination and Harassment Complaints**

Alleged violations of this Article shall not be subject to the grievance procedure under Article 4 of this Agreement but shall be resolved in accordance with the procedures established by the College, as amended from time to time, and published at <https://www.ccbcmd.edu/For/Faculty-Staff/Employee-Relations/index.html>, or elsewhere with notification to the Union, provided that a faculty member disciplined or discharged for having engaged in discrimination, harassment, or retaliatory actions may grieve the discipline or discharge imposed.

## **ARTICLE 4 – GRIEVANCE PROCEDURE**

### **4.1 Purpose**

The College and the Union recognize the importance of establishing a prompt, efficient, orderly, and fair procedure for resolving disputes and complaints.

### **4.2 Definitions and Computation of Time Limits**

#### **4.2.1 Grievance**

The term “grievance” means an allegation by a faculty member, or a group of similarly situated faculty members, or the Union, that the College has violated an express provision of this Agreement and that such faculty member or members or the Union has been personally aggrieved thereby. In this Agreement, the term “grievant” may refer to a personally aggrieved faculty member, a group of such similarly situated faculty members, or the Union.

#### **4.2.2 Group Grievances**

A group grievance may be filed on behalf of multiple faculty members only where the claims arise from the same underlying facts and implicate the same provisions of this Agreement. Group grievances shall be filed by the Union and not individual faculty members and shall be the sole contractual remedy for any faculty member to pursue a grievance arising from the same underlying facts. Such grievances require mutual agreement among the College and the Union and will begin at Step 2 of the grievance procedure.

Notwithstanding other time limits set forth in this Article 4, a group grievance must be filed within twenty (20) days of the event giving rise to the grievance or when the faculty members reasonably should have known of the event giving rise to the grievance.

#### **4.2.3 Union Grievances**

The Union shall have the right to file grievances only with respect to issues that are specific to the Union’s rights under the following articles only: Article 24- Union Rights, Article 25- Dues Deduction, Article 1 –Recognition of the Union, and Article 29 - Joint Labor Management Committee, The Union may also file a grievance related to a Memorandum of Agreement if the Memorandum of Agreement specifically pertains to at least one of the Articles identified in this Section 4.2.3. Other than grievances arising under these articles and group grievances, grievances shall be filed by an individual faculty member.

Notwithstanding other time limits set forth in this Article 4, Union grievances must be filed within twenty (20) days after the event giving rise to the grievance or after the Union reasonably should have known of the event giving rise to the Union grievance.

Notwithstanding other provisions in this Article, Union grievances shall first be addressed informally with the Assistant Vice President of Human Resources, or designee. If, after attempted resolution, the situation remains unresolved, the grievance will be processed beginning at Step 2 of the grievance procedure.

#### 4.2.4 Time Limits

In computing any time limits specified under this article, the specific time limits are provided. The term “days” means business days when the College is open, excluding weekends, holidays, and recess periods. If the grievance was raised by a 10-month faculty member, the application of the time limits will exclude the period between June 15 and August 15 if such faculty member is not teaching for the College during that period. During periods when 10-month faculty are off contract, and if the aggrieved 10-month faculty member is not teaching for the College, proceedings will be held in abeyance unless the College and grievant(s) and/or the Union agree in writing that the proceedings continue.

#### 4.2.5 Compliance with Time Limits

The time limits set forth in this Article are essential to this Agreement. The time limits may be extended only by mutual written agreement of the College and the Union or the grievant. If the grievant or Union fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If the College fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

#### 4.3 Informal Resolution of Grievances

A Faculty member(s) must raise the issue and provide an opportunity for their immediate supervisor to informally resolve a grievance before proceeding to Step 1. This does not limit the right to present a formal grievance within the timelines specified by this Agreement. An informal resolution of a grievance shall be consistent with the terms of this Agreement. If, after attempted informal resolution, the situation remains unresolved, the faculty member(s) may proceed to Step 1 of the grievance process. When advancing a grievance to Step 1, or to the Step mutually agreed to be the first step, the grievant will document their attempt to informally resolve the issue.

#### 4.4 Alternative Dispute Resolution

At any time during the formal grievance procedure set forth in this Article, the parties may, by mutual written agreement, attempt to resolve the grievance through an Alternative Dispute Resolution (ADR) Process, such as mediation. Should ADR be agreed to, time limits in the normal grievance procedure shall be held in abeyance during the ADR process. Any costs incurred shall be shared equally by the parties.

#### 4.5 Step One: Supervisor

Within twenty (20) days of the event giving rise to the grievance or within twenty (20) days after the faculty member(s) reasonably should have known of the event giving rise to the grievance, the aggrieved faculty member(s) may initiate a formal grievance by serving a written notice of it to the grievant’s direct supervisor, with a copy sent to the Assistant Vice President of Human Resources and the faculty member’s Dean, or their designee, and the Union. Upon receipt of the written grievance, the immediate supervisor shall schedule a meeting with the grievant to be held within fifteen (15) days after receiving the written grievance. Such a meeting shall include the grievant and/or the designated representative(s) of the Union. It shall be scheduled at a time which is mutually convenient to the parties. The supervisor shall attempt to determine the facts pertaining to the grievance and shall

notify the grievant and the Union of their answer in a written decision no later than fifteen (15) days from the date of the meeting. If the decision is not given during the 15-day window, the grievance will automatically progress to Step 2. The grievant, the Assistant Vice President of Human Resources or designee, and the Union will receive a copy of the decision in writing.

#### 4.5.1 Step One Exception

The parties may mutually agree, based on the subject matter of the grievance, to begin the grievance process at Step 2 or Step 3. The College will not unreasonably deny requests from the grievant or Union to begin the grievance process at Step 2 or Step 3.

#### 4.6 Step Two: Dean or Designee

In the event the grievance is not satisfactorily adjusted at Step 1 or in the ADR process, the grievant may, within ten (10) days after receipt of the Step 1 answer or the end of the ADR process, submit a written appeal of the Step One decision to their Dean or their designee, with a copy sent to the Assistant Vice President of Human Resources, and the Provost & Vice President Academic and Student Affairs, or their designee, and the Union. The Dean, or their designee, shall schedule a meeting with the grievant to be held not later than fifteen (15) days after receipt of the Step 2 appeal. The Dean, or their designee, shall submit a written answer to the grievant within fifteen (15) days after the Step 2 meeting, and to the Union.

#### 4.7 Step Three: President or Designee

In the event the grievance is not satisfactorily adjusted at Step 2 or in the ADR process, the grievant may, within ten (10) days after receipt of the Step 2 answer or the end of the ADR process, submit a written appeal of the Step 2 decision to the President, or their designee, with a copy sent to the Assistant Vice President for Human Resources, , and the Union. The President, or their designee, shall schedule a meeting with the aggrieved faculty member to be held not later than twenty (20) days after receipt of the Step 3 appeal. The President, or their designee, shall submit a written answer to the grievant within fifteen (15) days after the Step 3 meeting, and to the Union.

#### 4.8 Step Four: Arbitration

In the event the grievance is not satisfactorily resolved at Step 3, the Union, at its sole discretion, shall decide whether a particular grievance shall be submitted to arbitration. The Union shall indicate its intention to demand arbitration by submitting the demand in writing to the Assistant Vice President of Human Resources or designee.

##### 4.8.1 Timeline for Demand for Arbitration

If the grievance has not been adjusted satisfactorily in the foregoing steps, the Union shall have the right to make demand upon the College for binding arbitration of the dispute, provided such demand is made no later than twenty (20) days after receipt by the Union of the Step 3 answer. If such demand has not been made within a (20) day period, the grievance will be considered withdrawn. If a timely demand is made, the College and the Union will promptly join in submitting the dispute to arbitration according to the following procedures, and according to the Rules of the American Arbitration Association, except as modified by this Section 8.

4.8.2 Selection of Arbitrator

The College and Union agree to maintain a panel of three (3) mutually agreed to arbitrators recognized by the American Arbitration Association, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. The College and Union will identify the three (3) mutually agreeable arbitrators for the panel no later than 15 days following the commencement of this Agreement. If an arbitrator is no longer available, the College and Union shall promptly name a replacement arbitrator. The replacement arbitrator shall assume the place in the rotation order held by the arbitrator they are replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by the College or Union, except by mutual agreement of the College and Union, or for cause.

If the Union and the College are unable to confirm timely availability of an arbitrator for the panel within ten (10) days after the Union's notice of appeal to arbitration, they shall jointly request that 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 the parties cannot agree, selection shall be made by the Union and the College representatives alternately striking any name from the list until only one (1) name remains. The final remaining name shall be the arbitrator of the grievance.

4.8.3 Jurisdiction of Arbitrator

The jurisdiction and authority of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue in the grievance. The arbitrator shall have no authority to resolve any issue not submitted to them. In rendering a decision, the arbitrator shall be bound by the provisions of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of the College and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

4.8.4 Fees and Expenses of Arbitration

All fees and expenses of arbitration shall be equally divided between the parties.

4.9 Written Presentation of Grievances

All grievances shall be in writing on a form mutually developed by the Union and the College, must be signed by the grievant, and must set forth the specific provision(s) of this Agreement allegedly violated by the College and the specific relief sought by the grievant, or the grievance shall be deemed waived.

4.10 Release/Compensation for Grievance Hearings

Employees participating in grievance meetings, hearings, or arbitration sessions, identified in this Article, as a grievant, witness, or union representative shall be released from work without loss of pay or the requirement to use leave time for the period of such meeting, hearing, or arbitration. Such time shall be treated as regular work time.

## **ARTICLE 5 – JUST CAUSE, PROGRESSIVE DISCIPLINE, AND DISCHARGE**

### **5.1 Purpose and Scope**

The College and the Union strive to create a safe work environment with clear expectations that uphold accountability for individual conduct and address behaviors that disrupt that environment. The College will make an effort to correct performance, misconduct, or inappropriate behavior through informal resolution, unless the matter is serious enough under the relevant circumstances that disciplinary action is warranted. This Article does not apply to faculty members who are laid off as a result of financial exigency, or programmatic or organizational changes, or because of separation at the end of a term appointment as specified in their contract.

### **5.2 Non-Disciplinary Actions**

Prior to progressive discipline, non-disciplinary actions may be used to afford a faculty member an early opportunity to address and correct a matter of concern that may lead to disciplinary action. Both parties acknowledge that early communication and correction are beneficial. The College, in its sole discretion, may informally meet with, coach, counsel, advise, or inform a faculty member of a problem or concern, or issue a performance improvement plan, without initiating disciplinary action. Such informal actions, whether oral or written, are not discipline. Failure to successfully improve or remediate after informal action may result in discipline under this article

### **5.3 Investigatory and Disciplinary Meetings.**

#### **5.3.1 Notice**

When meeting with a faculty member for the purpose of investigation or discipline the faculty member shall be advised, in advance, of their right to representation and the reason for the meeting.

#### **5.3.2 Union Representation**

A faculty member may request that a Union representative, as designated by the Union, be present at (1) an investigatory meeting that the faculty member reasonably believes may lead to disciplinary action against the faculty member, and (2) a meeting where discipline is to be administered. The union representation may only advise the faculty member and may not participate in any such meeting. A faculty member's request for union representation will not be denied unless honoring the request would cause undue delay in the investigation or in the administration of discipline.

#### **5.3.3 Privacy**

Investigations, pre-disciplinary, and disciplinary conversations and meetings will be conducted, to the extent practicable, in a private setting except in an emergency when immediate action is required.

#### **5.3.4 Anonymous Reports**

Anonymous reports will not be used as the sole basis for discipline but may be used by the College to initiate an investigation that may lead to disciplinary action.

5.3.5 Administrative Leave

A faculty member may be suspended with pay during an investigation by being placed on paid administrative leave. Being placed on paid administrative leave is not itself a disciplinary action.

5.4 Progressive Discipline Steps

Disciplinary action will only be for just cause and may include verbal warning, written reprimand, suspension without pay, and discharge. Disciplinary action should be timely relative to the nature and circumstances of the offense. Disciplinary action will be progressive to allow a faculty member a reasonable opportunity to correct a problem, provided that the College in its discretion may take non-progressive disciplinary action depending on its assessment of the severity of the offense and the circumstances under which it occurred, including consideration of any aggravating or mitigating circumstances, and any previous corrective action or disciplinary history.

5.4.1 Verbal Warning

A verbal warning may be issued following a discussion between the faculty member's supervisor and the faculty member, and its issuance will be noted for future reference by the supervisor. Faculty members must be advised that they are being given a verbal warning and provided with documentation that a verbal warning was issued. The faculty member may write a rebuttal which will be attached to the document. A copy of the documentation will be provided to the faculty member and placed in the faculty member's personnel file. A copy will be retained in the supervisor's file and may be referred to if discipline progresses.

5.4.2 Written Reprimand

A written reprimand will indicate the nature of the problem, including references to prior disciplinary actions or non-disciplinary efforts (if any), and the necessary corrective action required. Usually, a written reprimand will be issued following a discussion between the faculty member's supervisor and the faculty member. The written reprimand will be signed by the supervisor, with copies forwarded to the faculty member and placed in the faculty member's personnel file. The faculty member may provide a written response and file a grievance at Step 2 in accordance with the timelines stated therein.

5.4.3 Suspension Without Pay

A faculty member may be suspended without pay for a specified time, not to exceed thirty (30) days unless by mutual agreement between the College and the Union, when disciplinary action more severe than a warning, but less severe than discharge, is warranted in the discretion of the College. The Provost or designee may impose a suspension based upon the recommendation of the faculty member's Dean or the Senior Library Director. If the Provost or designee concurs with the recommendation, the Provost or designee shall issue a letter of suspension to the faculty member.

5.4.4 Discharge

A faculty member may be discharged for cause upon the recommendation of a Dean or the Senior Library Director, with the concurrence of the Provost. Such a recommendation must be made to the President. If the President agrees with the

recommendation, the President shall issue a letter of discharge to the faculty member. The faculty member may provide a written response to the discharge letter and request a review by filing a grievance in accordance with the provided timelines.

5.5 Grievance

The Grievance Procedure contained in Article 4 is the remedy for contesting discipline and discharge for full-time faculty members under this Agreement.

5.6 Discipline Records

Disciplinary records will be maintained in the full-time faculty member's personnel file according to provisions contained in Article 26, Personnel Files.

5.7 Consideration of Prior Discipline

Generally, the College will not consider, in subsequent disciplinary actions, discipline that was administered more than seven (7) years prior, provided that the prior discipline was not administered for the same or a similar infraction or did not involve an issue related to discrimination, harassment, safety and health, or dishonesty.

## **ARTICLE 6 – FACULTY APPOINTMENTS AND REAPPOINTMENTS**

The College appoints faculty to promote professional stability and a long-term relationship between the College and its faculty, consistent with institutional needs and performance standards.

### **6.1 Appointment Letters**

All faculty members shall receive a written appointment letter upon hire and upon renewal. Appointment letters shall be signed by the faculty member and the College. The signed appointment letter will be maintained in the faculty member's personnel file. A copy shall be provided to the faculty member upon request.

Terms and conditions of employment shall be governed by this Agreement.

### **6.2 Appointment Types**

Faculty shall be appointed for a one-year, three-year, or five-year term.

Faculty who attained tenure prior to 1997, pursuant to Board policy, shall retain such status and will not be issued appointment letters. Faculty on a one-year, three-year or five-year appointment letter are not eligible for tenure.

### **6.3 Academic Year and Service Credit**

A 10-month faculty appointment shall begin August 15 and end June 15.

A 12-month faculty appointment shall begin July 1 and end June 30.

For purposes of determining eligibility for multi-year appointments, service credit shall include all full appointment years served as full-time faculty. Except in special circumstances, approved by the College in its sole discretion, time served under appointments for less than one full academic year and temporary appointments will not count towards years served.

### **6.4 One-Year Appointments**

All newly hired full-time faculty shall receive a one-year appointment letter. When deemed appropriate by the College due to documented performance or discipline concerns, one additional one-year appointment letter may be issued after appointments of a longer duration.

Faculty have no entitlement, guarantee, or expectation of receiving subsequent one-year appointments. One-year appointments may be issued, in the sole discretion of the College, consecutively for the first three (3) full academic years of employment, based on satisfactory performance, financial conditions at the College, and adequate student enrollment. After the third one-year appointment, the College may offer one additional one-year appointment to a faculty member where documented concerns regarding performance or discipline have arisen, as an alternative to non-renewal or termination.

Faculty on one-year appointments will be evaluated yearly according to the terms of Article 12 Annual Evaluations.

**6.4.1 Non-Renewal of One-Year Appointments**

A one-year appointment may be non-renewed for institutional, fiscal, or performance-based reasons in the sole discretion of the College.

The College shall give notice of non-renewal to the faculty member at least 60 days prior to expiration of the appointment letter and will provide a written statement of the reason(s) for non-renewal.

Non-renewal of a one-year appointment shall not require application of the just cause standard set forth in Article 5 – Just Cause, Progressive Discipline, and Discharge. Faculty may not grieve non-renewal of one-year appointments.

**6.5 Three-Year Appointments**

After satisfactory completion of at least three (3) one-year appointments, faculty will generally be offered a three-year appointment based on satisfactory performance, the financial conditions of the College, and adequate student enrollment.

The decision to issue a three-year appointment is within the sole discretion of the College, and faculty members have no entitlement, guarantee, or expectation of receiving a three-year appointment. At the end of the three-year appointment, the College may offer one additional one-year appointment where documented concerns regarding performance or discipline have arisen, as an alternative to non-renewal or termination.

Faculty on a three-year appointment will be evaluated yearly according to the terms of Article 12 Annual Evaluations.

**6.5.1 Non-Renewal Following a Three-Year Appointment**

After a three-year appointment, a faculty member's appointment may not be renewed for institutional, fiscal, or documented performance-based reasons, but such action may not be arbitrary or capricious.

The College shall give notice of non-renewal to the faculty member at least 60 days prior to the expiration of the appointment letter and will provide a written statement of the reason(s) for non-renewal.

Non-renewals following a three-year appointment shall not require application of the just cause standard set forth in Article 5 – Just Cause, Progressive Discipline, and Discharge but are subject to grievance only based on the standard set forth in this Section 6.5.1.

**6.6 Five-Year Appointments**

A faculty member who has successfully completed at least three (3) consecutive one-year appointments and at least one (1) three-year appointment, subject to satisfactory performance, may be offered a five-year appointment.

Five-year appointments shall be renewed upon continued satisfactory performance according to the terms and conditions of this Agreement. At the end of a five-year appointment, the College may offer one additional one-year appointment where documented concerns regarding performance or discipline have arisen, as an alternative to non-renewal or termination.

Faculty on five-year appointments will be evaluated yearly according to the terms of Article 12 Annual Evaluations.

**6.6.1 Non-Renewal of Five-Year Appointments**

Non-renewal of a five-year appointment shall be only for just cause and will be subject to provisions of Article 5 – Just Cause, Progressive Discipline, and Discharge.

Any decision not to renew a five-year appointment shall:

- a. Be provided in writing;
- b. State the specific reason(s) supporting the decision;
- c. Be communicated to the faculty member at least 90 days prior to the expiration of the appointment letter;
- d. Be subject to the grievance procedure under Article 4 – Grievance Procedure.

**6.7 Implementation**

Faculty employed as of the ratification of this Agreement receive credit for past service and will maintain their current progression in their one-year, three-year, or five-year appointment.

## **ARTICLE 7 – WORK YEAR**

### **7.1 Calendar**

The College President shall prepare an academic calendar for each fiscal year in accordance with Board of Trustees policy. The Union may provide input to the President by October 1 of each year regarding the calendar for the following year.

The academic calendar for at least the next fiscal year shall be presented to the Board of Trustees before publication and distribution to the College community.

### **7.2 All Hands On Deck Periods**

The College has designated “all hands on deck” periods when faculty are expected to be on campus or locally available to support the arrival of students and the start of classes. Some faculty with re-assigned time duties, such as coordinators, are expected to have a continuous on-campus presence. A requirement for continuous on-campus presence during “all hands on deck” will be noted in the faculty member’s reassigned time letter. For the spring semester, this period is one week prior to the semester start and through the first week of classes; for the fall semester, it is two weeks prior to the semester start, but not earlier than August 15, and through the first week of classes.

### **7.3 Importance of Faculty Presence**

The parties acknowledge that CCBC is not an online institution. A faculty member’s core duties and essential functions, including but not limited to student engagement, collaboration within the College community, access to on-campus resources, and participation in College governance and operations, require faculty to have a regular physical presence on campus. While some duties may be performed remotely, a faculty member may not complete all of their essential functions and core duties remotely.

### **7.4 Duty Days and Work Year for 10-Month Faculty**

#### **7.4.1 Work During Appointment Year**

The work year for 10-month faculty begins on August 15 and ends on June 15.

Ten-month faculty will work during these 10 months except for College holidays and recess periods. Unless otherwise specifically provided elsewhere in this Agreement, assigned duties may require an on-campus presence.

With notification to the supervisor, duties performed by ten-month faculty between the end of the Fall term and the week before the spring semester, excepting the day of the Teaching Learning Fair, and after commencement and before June 15 may include professional development opportunities such as travel for conferences, residencies, internships, training opportunities, or participation in scheduled lectures, performances, or exhibitions. A ten-month faculty member must receive supervisor approval if they will be unavailable for on-campus duties during these periods.

During the period between the end of the Fall term and the week before the spring semester, ten-month faculty members will attend on-campus College functions,

meetings, professional development, etc. as requested. Otherwise, subject to the performance of assigned duties including teaching and associated obligations during the winter semester, campus presence during this period is voluntary.

**7.4.2 Work During Summer Outside of Appointment Year**

Unless otherwise specifically provided elsewhere in this Agreement, ten-month faculty members who teach in the summer, or who are contracted to perform other duties outside of August 15 to June 15, will be compensated in accordance with the schedule in Article 21 Salaries and Compensation.

As professionals, faculty may voluntarily advise or consult with students or colleagues and choose to be on campus during their off-contract period. Any College business or College-related activity voluntarily conducted by a 10-month faculty member during this off-contract period may still be considered as valuable contributions to the faculty member's professional assignment which includes college service and/or professional development.

Ten-month faculty members may choose not to check email or telephone messages during this off-contract period, and if they so choose, they must post an out-of-office notice referring individuals to an alternate contact or designee. Since College business will be conducted during June 16 to August 14 some decisions must be made without the faculty member's input. However, the college will attempt to reach out by email or phone to those faculty members who would be materially affected by changes resulting from those decisions prior to decisions being made.

**7.5 Duty Days and Work Year for 12-Month Faculty**

The work year for twelve-month faculty begins on July 1 and ends on June 30. Twelve-month faculty will work a 5 day work week during these months excluding College holidays and recess periods, but inclusive of the time before the fall semester, the period between the end of the fall term and the spring semester and the time after commencement until the beginning of the summer term. Twelve-month faculty duties include a daily on-campus or CCBC learning site presence, except as otherwise provided in this Agreement or through approved alternative work arrangements.

**7.6 Preparation (Prep) Day**

Faculty will have no fewer than one (1) preparation day (business day under contract in which there are no meetings scheduled for faculty and no campus-wide meetings) scheduled in the five (5) business days leading up to the date for which syllabi must be posted before the start of the Fall semester.

**7.7 College-Wide In-Service**

The number and topics of College Wide In-Service days shall be determined by the College and published in the College's master calendar.

## ARTICLE 8 – TEACHING FACULTY WORKLOAD

This article is applicable to credit courses taught at the Community College of Baltimore County. It does not address the workload for faculty librarians covered in Article 9 Faculty Librarian Workload.

### 8.1 Definition of Teaching Load Hour

A Teaching Load Hour (TLH) is a unit that is used to calculate faculty load. It is determined by the weekly scheduled time for a course (rounded up to the nearest hour) spent by faculty in the classroom during a traditional 15-week semester. Once calculated for a course, this unit is used for all modalities and term lengths of that course.

In courses with a non-lecture component (such as a lab) all weekly scheduled class time is included in the calculation of TLH.

Each three (3) TLH course equates to a minimum of seven (7) clock hours of work each week.

### 8.2 Faculty Required Teaching Load

#### 8.2.1 Ten Month Faculty

The required teaching load for full-time, ten-month contract members is thirty (30) teaching load hours (TLH) per academic year, normally divided as 15 TLH in each Spring and Fall semester. Thirty TLH represents only a faculty member's teaching assignment and not the entirety of the faculty member's professional responsibilities, which are enumerated in Article 11 Faculty Role and Responsibilities.

#### 8.2.2 Twelve Month Faculty

The required teaching load for full-time twelve-month contract members is thirty-six (36) teaching load hours (TLH) per academic year, normally divided as 15 TLH in each spring and fall semester and 6 TLH in the full summer semester. Thirty-six TLH represents only a faculty member's teaching assignment and not the entirety of the faculty member's professional responsibilities which are enumerated in Article 11 Faculty Role and Responsibilities.

#### 8.2.3 Other Conditions

Faculty must teach their required load each semester unless prior arrangements for banking have been approved. In cases where there may be insufficient classes at all locations, times, or modalities for a faculty member to teach their required load, the College will, in its sole discretion, require the faculty member to teach additional TLH in the subsequent semester or provide reassigned time for necessary work.

Except for an illness, faculty are required to teach their assigned classes at the assigned days, times, locations, and modalities unless otherwise approved by the college.

### 8.3 Overload Teaching Assignments

The College, at its sole discretion, may offer faculty the opportunity to teach identified sections beyond those comprising their required teaching learning load. A faculty member may or may not accept overload assignments at their discretion, provided, however, that a faculty member must accept a partial overload assignment if the course's TLH satisfies a portion of the faculty member's required teaching load. While the College is not obligated to provide overload assignments, faculty may also request overload assignments each semester.

The College will assign overload sections, in each discipline, after all full-time faculty, in that discipline, have been assigned their course sections to meet their required teaching load for the semester. Qualified, well-performing, faculty in that discipline will be given equal notice and opportunity for overload in that discipline before such courses are assigned to adjunct faculty, provided faculty respond to a notice of overload availability in a timely manner.

Overload assignments that bring a faculty member's semester load from 16 to 24 TLH must be approved by the Dean. Overload assignments that bring a faculty member's semester load to 25 or more TLH must be approved by the Provost, upon recommendation of the Dean.

The school dean will approve each faculty member's regular teaching load and overload assignments for each semester on a TLH form or comparable mechanism. A copy will be provided or made available to the faculty member.

Any faculty member whose teaching load and reassigned time is over 15 TLH in the Fall or Spring semester, or in excess of 0 TLH in the winter term, will receive overload pay for such extra TLH, provided the extra TLH is not being used to make up missing TLH from the previous semester or is not being banked for an upcoming semester. Overload TLH will be paid at the rate agreed upon in Article 21 Salaries and Compensation.

### 8.4 Banking of Teaching Load Hours (TLH)

#### 8.4.1 Options

A faculty member may request to "bank" overload from one semester to reduce their required load in a following semester. The faculty member may use one or all of the following options:

- a. Banking up to 3 TLH from the summer to be used to satisfy required TLH load in either the following fall or spring semester
- b. Banking up to 3 TLH from the fall to be used to satisfy required TLH load in the following spring semester
- c. Banking up to 3 TLH from the winter to be used to satisfy required TLH load in the following spring semester.

#### 8.4.2 Maximum

A faculty member cannot bank more than 6 TLH to be used in the spring semester. Banked TLH may not be carried over from one academic year to another academic year, nor may an overload in spring be banked toward the summer semester.

8.5 Course Caps and Class Size

The College and Union agree that maintaining reasonable course caps for classes in each discipline is critical to fostering student success. After consideration of safety, accessibility, accreditation standards, faculty input, student need, and the number of workstations, course caps and class size shall be determined by the College. Generally, course caps for online and blended sections should be comparable to their onsite counterparts.

8.6 Courses with Low Enrollment

The College shall determine what number of students in a section constitutes a low enrolled section and whether to cancel a section due to low enrollment or any other reason. If the dean determines that a low enrolled section must be offered, then a faculty member will receive full TLH for teaching that section.

If a faculty member wishes to teach a low enrolled section that the College would otherwise cancel, the dean may approve offering the section as either (1) a fractional section or (2) an independent study.

8.7 Fractional Sections

When approved by the College, a faculty member may teach a group of students in a fractional section of an existing course. The modality, location and meeting times will be the same as the originally scheduled section that would otherwise have been cancelled.

Faculty teaching a fractional course section will receive 0.25 TLH per student for a 3 credit class and 0.083 TLH per student for a 1 credit class.

8.8 Independent Study Courses

When approved by the College, a faculty member may teach a student or group of students as an independent study section of an existing course. The modality, location, and meetings times will be reasonably arranged by the faculty member and the student(s).

Independent study can be offered for a variety of situations including: courses that are needed by an enrolled student for adequate progress in their program or for degree completion and for which the course is not offered that semester or offered at times/locations that conflict with the student's schedule; or for special projects, such as creating additional work for transfer portfolios or undergraduate research. Whenever programmatically feasible, a course substitution should be offered to students to complete their degree that semester instead of an independent study.

Faculty teaching an independent study course section will receive 0.25 TLH per student for a 3 credit class and 0.083 TLH per student for a 1 credit class.

8.9 Office Hours

Office hours are defined as the time that faculty make themselves available for meeting with students and answering student questions and concerns. Teaching faculty are expected to hold office hours as part of their job performance expectations, proportionate to their teaching load. Although office hours are intended primarily for providing direct support to students, faculty members may perform, or from time to time be asked to perform, other

duties in service to their school or department or the College if they are not working with students during their scheduled time.

**8.9.1 Ratio**

All teaching faculty must maintain office hours in the ratio of one (1) hour per three (3) teaching-load hours of required load and overload per week during a standard 15-week semester. For semesters that are less than 15 weeks in duration, weekly office hours shall be adjusted proportionately.

**8.9.2 Schedule**

Office hours shall be scheduled in increments of not less than 30 minutes. The majority of office hours must be held in reasonable proximity to the times of the faculty member's scheduled classes and at times conducive to student engagement. A faculty member's office hours, and location for office hours shall be listed in the course syllabus and posted online (e.g., in the Learning Management System). A faculty member's office hours schedule for each semester must also be submitted to the faculty member's supervisor. A faculty member must post a printed copy of their class schedule and all office hour times, modalities, and locations on or near their office door.

**8.9.3 Modality**

The scheduled modality of office hours is linked to class modality.

Faculty teaching classes in the "on-site" modality must hold a majority (>50%) of those office hours on-site and in-person at an appropriate campus location of their choosing (e.g., faculty office, classroom/laboratory, conference room, library study room) corresponding to the on-site teaching location. In selecting a location, faculty shall consider student accessibility, privacy for student discussions, and availability of educational resources. Faculty may offer students an on-site appointment option outside their scheduled office hours upon request.

Faculty teaching classes in the "remote online with scheduled time" or "online" modality must hold the majority (>50%) of the office hours attributable to such class(es) online during a scheduled time. During online office hours, faculty should be available to meet synchronously with students via a previously identified virtual platform, e.g., Teams, Zoom, etc. The link for the virtual meeting will be posted for students in the Learning Management System. Students shall also be given the opportunity for "on-site" office hours, either via a scheduled time or upon request.

Faculty teaching classes in the "blended", "remote", or "arranged" modality should hold office hours using a combination of the options listed above.

**8.9.4 Supervisor Review**

If a faculty member's office hours do not meet the foregoing requirements, a supervisor can require changes.

**8.9.5 On Demand and Individually Scheduled Office Hours.**

In addition to answering student questions via group chat, group text, etc., faculty should make provisions to meet with students by appointment at a mutually

convenient time and via a mutually agreed upon modality beyond “synchronous set-scheduled office hours”.

**8.9.6 Academic Support Center**

Usually, faculty are expected to hold their office hours in their on-campus office. However, a faculty member may hold up to 40% of their office hours at an Academic Support center, e.g., the Math Center or the Writing Center, provided that the location is clearly noted in the faculty member’s approved office hours schedule. A faculty member’s office hours, regardless of location, may not be used to meet their service responsibilities.

**8.9.7 Changes to Office Hours Schedule**

The faculty member is expected to maintain the same office hour schedule for the entire semester. On occasion, if a faculty member temporarily leaves their posted office hour location during scheduled office hours, they should post a note to identify where students may find them during that time.

In the rare event that a faculty member needs to change their scheduled office hours for the remainder of the semester, the change must be approved by their department chair/program director. The faculty must notify their students and the department’s administrative assistant as soon as possible, noting the effective date of the change, using at least a syllabus revision, online posting (e.g., in the Learning Management System) and the schedule posted on or near their office door.

Infrequently, if a faculty member needs to change their scheduled office hours for a day, they must reschedule it within a six (6) instructional day period before or after the originally scheduled time. The change must be clearly communicated to the students and the faculty member’s supervisor.

**8.10 Teaching Schedule**

Scheduling faculty for teaching assignments is at the discretion of the College and is based on the following criteria, in this order of importance:

1. The needs of the College, department, students, and/or a particular program.
2. Priority to content/subject matter expertise/credentialing criteria; and
3. Course development history

The College will endeavor to assign full-time faculty members in a department to a teaching schedule before any adjunct faculty member is offered any course in the same department. Each semester, faculty may request to teach specific courses that they are qualified to teach as determined by the College. Requests for course assignments must be made in writing to department leadership by provided deadlines. The assignment of courses that multiple qualified faculty members wish to teach should be rotated on a periodic basis.

The campus on which a faculty member has designated office space shall be considered their home campus. Although reasonable efforts will be made to assign faculty a teaching schedule with the majority of their in-person courses at their home campus, faculty may be assigned classes at any CCBC campus or site to meet student needs as determined by the College.

Since there are required teaching load schedules that may present more of a professional burden than others, the College should endeavor to avoid multiple assignments of such schedules to the same faculty member(s) within a twelve-month period. Burdensome schedules may include, but are not limited to:

1. more than two consecutive sections of instruction with limited break times;
2. more than three course preparations, unless course offerings in the faculty member's discipline are limited;
3. more than two evenings of teaching per week;
4. work days spanning more than 10 hours, such as early morning and evening classes on the same day;
5. evening classes followed by early morning classes; and/or
6. more than one regularly scheduled commute from campus to campus per day.

However, faculty members are free to request these types of schedules if they wish, or they may accept an overload section that makes a schedule burdensome, without creating any obligation on the College under this section.

#### 8.11 Distinct Course Preparations

The College shall endeavor not to assign a faculty member more than three distinct course preparations for a semester's required teaching load, unless course offerings in the faculty member's discipline are limited.

Course preparations refer to the number of different courses a faculty member must prepare for in a given term. For example, a faculty member teaching two sections of the same course, regardless of modality, and one section of a different course, regardless of modality, would have two distinct preparations.

#### 8.12 Online Teaching Requirements

The College shall determine each semester's course schedule including the days, times, locations, and modalities of each section, primarily based on student demand. The College may require faculty to teach a minimum of forty percent of their required load each semester in the onsite modality. The remaining sixty percent of a faculty member's required load may be taught using other modalities if such sections are unassigned within the schedule.

Faculty engaged in online teaching may be required to complete periodic training about teaching online. This teaching online training shall count towards the faculty's annual professional development responsibilities.

#### 8.13 Development of New Courses or Course Modifications

Faculty workload includes class and curriculum development and preparation. When new courses or changes to courses are required, faculty may be assigned to this effort. The College will endeavor to schedule this work within the faculty member's work year, but outside of assigned semesters.

In some instances, the amount of work associated with creating new courses or modifying existing courses may be so significant that the College will consider providing a stipend and/or reassigned time. In such instances, a faculty member and their supervisor should present a joint proposal for additional curriculum development to their Dean who, if they concur, will forward the proposal to the Provost for final review and determination. Nothing in this Section 8.13 prevents the College from engaging external subject matter experts in connection with the development of new programs, courses, or curriculum when the College determines that it is necessary and appropriate to do so, provided the College generally will endeavor to first explore whether the desired subject matter expertise exists among current faculty members.

## ARTICLE 9 – FACULTY LIBRARIAN WORKLOAD

### 9.1 Work Schedule

Faculty librarians will work a 37.5-hour weekly schedule as determined by the College.

#### 9.1.1 Weekly Schedule

The weekly schedule will include student contact and non-student contact time in an amount, nature and modality as determined by the College.

9.1.1.1 Student contact time includes, but is not limited to, information desk staffing, research appointments, and information literacy instruction in collaboration with teaching faculty who are the instructors of record.

9.1.1.2 Non-student contact hours are used to prepare for instruction in all modalities, and perform other library services and other assigned duties and faculty responsibilities.

The 37.5-hour weekly work schedule may include evening and weekend hours, so as to provide evening and weekend library services.

Complete work days shall be scheduled in 7.5 continuous hours, excluding meal periods, and partial workdays will be scheduled with continuous hours, excluding meal periods, unless an alternative schedule is arranged upon mutual agreement between the faculty librarian and the College.

Faculty librarians are exempt employees without a maximum workweek. However, if the College schedules a faculty librarian to work more than 37.5-hours per week the faculty librarian's supervisor will approve mutually agreeable flex time adjustments equal to the hours scheduled beyond a 37.5 hour week. Required travel between campuses/CCBC sites to complete the assigned schedule will be included in the computation of the scheduled work day.

#### 9.1.2 Teaching Outside of Weekly Schedule

Faculty librarians may teach a credit or continuing education course outside of their 37.5-hour professional week schedule with the advance approval of their supervisor and the Library Senior Director.

### 9.2 Remote Work

The College may, in its discretion, approve faculty librarians, at all campus locations, to occasionally telework. Occasional telework is intermittent and irregular planned teleworking of no more than 24 workdays a calendar year physically worked in Maryland, Pennsylvania, District of Columbia, Virginia and West Virginia.

### 9.3 Professional Rank

Faculty librarians have equivalent rank (instructor, assistant professor, associate professor and professor) as those held by non-librarian faculty.

9.4    Applicability

Except as otherwise provided, faculty librarians shall be assumed to be covered by other contract provisions addressing 12-month teaching faculty.

## **ARTICLE 10 – OUTSIDE EMPLOYMENT**

### **10.1 College Employment Primacy**

The parties acknowledge that the College is the faculty member's full-time employer. As such, College employment has primacy above any other employment. Faculty members may be supplementally employed, including supplemental self-employment or consulting outside of the College.

### **10.2 Permitted Supplemental Employment**

Supplemental employment means any work or professional activity outside of the faculty member's role, responsibilities, teaching load, overload and additional assignments at CCBC. Supplemental employment cannot create a conflict, or the appearance of a conflict, with the College's interests or with the faculty member's full-time responsibilities to the College or its students. Permitted supplemental employment meets the following conditions:

#### **10.2.1 Part Time**

Supplemental employment, including self-employment, must be part-time. It cannot comprise 30 or more hours per week with any other employer or combination of other employers during the faculty member's 10 or 12 month work year. Although the College prefers that faculty teach available overloads at CCBC, teaching up to 14 credit hours within any CCBC semester with any other employer or combination of employers is permitted supplemental employment.

#### **10.2.2 Outside of Regular Work Hours**

Supplemental employment must be performed outside of the faculty member's regular work hours as defined by position description, including teaching load and overload, and approved schedule. The College has no obligation to create course or teaching schedules to accommodate a faculty member's supplemental employment.

#### **10.2.3 Adverse Impact on Performance**

Supplemental employment cannot interfere with or adversely affect any element of the faculty member's performance of their College responsibilities and does not excuse the performance of such responsibilities.

#### **10.2.4 Insider Information**

Supplemental employment cannot involve, or benefit from, the use of information obtained from College sources which is not available to members of the general public.

#### **10.2.5 Conflict With Employment at Other Colleges**

Supplemental employment involving program and course design and development or program operation or administration at another institution of higher education is, by default, considered a conflict with the College's interests. If a faculty member wishes to engage in this type of supplemental employment and believes that it is not a conflict with the College's interests, they must receive the College's prior concurrence through written approval.

10.2.6 Use of College Resources

Supplemental employment cannot involve the use of College facilities, equipment, labor (including students), supplies or materials.

10.2.7 Selling to Students

Supplemental employment cannot specifically sell goods or services to students of the College. However, it shall not be regarded as a violation of this standard for a faculty member's own books or materials, in whatever form, to be used in courses the faculty member teaches, provided that (1) those materials have been adopted through the standard departmental or divisional textbook adoption procedures where the faculty member abstained, and (2) are sold through the College bookstore.

10.2.8 Conflict of Interest Determination

If there is a reasonable basis to believe supplemental employment may create a conflict of interest, a faculty member or supervisor will consult with the Assistant Vice President of Human Resources. The Assistant Vice President of Human Resources will determine whether a conflict exists and may consult with the Maryland Ethics Commission. If there is a continuing dispute regarding a potential conflict, CCBC's President will make the final determination of conflict of interest and any related disposition.

10.3 Disclosure, Modification or Prohibition of Supplemental Employment

If a faculty member exhibits a pattern of behavior that is in conflict with job responsibilities, expectations, or otherwise limiting performance, their supervisor may (a) require the employee disclose the nature and extent of any supplemental employment, (b) address the nature of the supplemental employment as a performance issue, and/or (c) require the employee end or modify the supplemental employment as a condition of continued employment at CCBC.

10.4 Solicitation of Students

Faculty who work directly with currently enrolled students in their classes or in their work assignments may not solicit or receive compensation from those students for other services directly related to their college responsibilities.

10.5 Union Work or Service

Supplemental employment under this article does not include work or professional activity consisting of faculty serving as union officers or union stewards, acting as union staff, acting as union representatives, assisting the union or otherwise engaging with the union or any of its affiliates.

## **ARTICLE 11 – FACULTY ROLE AND RESPONSIBILITIES**

### **11.1 The Role of Full-Time Faculty**

Faculty are professionals whose primary responsibility is to advance the mission, vision, and values of the College. While essential duties are outlined in this article, the overall role of faculty is comprehensive and multifaceted, encompassing a wide range of activities that contribute to the entire educational process, promote student success and professional excellence, and strengthen the College and broader community.

A faculty member's professional assignment consists of basic responsibilities, teaching or library responsibilities and alternate assignments often provided as reassigned time, service, and scholarship and professional development. A faculty member's total professional effort includes, but is not limited to, the time and energy devoted to class preparations, grading student work, curriculum and program deliberations, library service for faculty librarians, professional development and scholarship, participation in governance activities, and committee service.

### **11.2 Basic Responsibilities and Expectations**

Faculty members are expected to fulfill their responsibilities in a manner consistent with established College policies and procedures, applicable accreditation standards, and the needs of students and the institution. Faculty members are also expected to fulfill all instructional, assessment, communication, recordkeeping, and administrative responsibilities associated with their assigned duties in a timely and professional manner. In meeting their responsibilities, faculty shall conduct themselves in a professional, ethical, and collegial manner in all aspects of their work, including interactions with students, other employees, and members of the public. Faculty shall exhibit respect, integrity, sound professional judgment, and a commitment to maintaining a productive and inclusive educational environment.

In addition to the responsibilities outlined in this agreement, faculty are required to attend mandatory departmental and school meetings, Fall Focus, Teaching and Learning Fair, the annual Professional Development Conference and any other professional development activity mandated in accordance with Article 7 Work Year. Faculty are also required to attend the commencement ceremony.

### **11.3 Professional Assignments that include Teaching Responsibilities**

Teaching faculty are professional educators whose responsibility is to deliver high-quality instruction that supports student learning and aligns with the College's curriculum, mission, academic standards and student success objectives. In performing their professional responsibilities, faculty are, among other things, expected to:

- a. Design and deliver effective instruction using appropriate methodologies for the class modality;
- b. Maintain current and accurate course materials consistent with approved course outlines;
- c. Communicate clearly with students regarding course expectations, academic policies, and performance;

- d. Informally mentor students in their academic progress and coursework;
- e. Provide fair and timely assessment and feedback to students;
- f. Monitor student progress;
- g. Support student success by maintaining reasonable accessibility and availability to students through office hours, scheduled appointments, electronic communication, and other appropriate means of academic engagement; and
- h. Refer students, when appropriate, to academic advising, accessibility services, tutoring, and other College support services that promote student success.
- i. Participate in meetings, workshops and professional activities consistent with the role of a professional educator.

A faculty member must explore different teaching methods and strategies to improve classroom effectiveness, carefully plan and structure instructional material and its presentation to accommodate a diversity of student abilities and learning preferences, devise appropriate means of evaluating student learning, and foster engagement and active student learning.

In addition, faculty are responsible for the effective administration of their courses and fulfillment of institutional responsibilities. This includes but is not limited to meeting all assigned classes; maintaining accurate academic and attendance records; preparing and updating syllabi each semester in accordance with College guidelines; preparing and updating course content and associated materials on a regular basis; and preparing and submitting required reports and documentation in accordance with College deadlines.

To provide for an overall effective, positive and inclusive College environment, faculty are expected to actively collaborate with colleagues on a variety of activities and projects that contribute to the professional life of the department, school, and College and to the overall improvement of the institution and its services.

#### 11.4 Professional Assignments that include Library Service

The library exists to support teaching, learning, and scholarship at CCBC. Faculty librarians play an important role in research and information literacy at the institution. The responsibilities of faculty librarians include the following duties:

- a. Deliver library services to the College community as assigned, applying professional judgment and expertise in library service and technology.
- b. Assist in the operation of the library, as directed.
- c. Staff the library information or service desks assigned during daytime, evening, and weekend hours.
- d. Facilitate student learning through clear and effective instruction using both traditional and technology-based methods. Collaborate with teaching faculty to design and deliver library instruction aligned with course objectives and assignments.
- e. Develop research guides, digital learning objects, and other teaching aids or instructional materials to support information literacy and academic success.
- f. Participate in collection development and collection maintenance to ensure that available resources support the College's curriculum.
- g. Serve as a liaison librarian to an assigned group of teaching faculty to foster instructional collaboration and resource alignment.

- h. Respond to user requests promptly and complete reports and documentation in a timely manner.
- i. To provide for an overall effective, positive and inclusive College environment, faculty librarians are expected to actively collaborate with colleagues on a variety of activities and projects that contribute to the professional life of the department, school, and College and to the overall improvement of the institution and its services.
- j. Fulfill all other duties of their role as assigned.

#### 11.5 Program, Discipline, Department, School, College and Community Service

Faculty are expected to contribute to the mission and effective operation of the College through service activities that are reasonably related to their professional positions and support student success, academic quality, institutional effectiveness, and community engagement. Faculty are expected to perform some or all of their college service in the following:

- a. Advisement or mentoring of students in the faculty member's program or field;
- b. Tutoring or additional subject-matter assistance to students in the faculty member's classes or discipline;
- c. Service on department or school committees including search committees;
- d. Participation in student recruitment, admissions or outreach activities as well as Support of student life activities;
- e. Assistance in the development and marketing of continuing education courses or programs;
- f. Participation in cross-disciplinary initiatives or projects; and/or
- g. Participation in College-sponsored community partnerships or activities that advance the mission of the College.

Other important service activities that contribute to their department, school, and the College at large include, but are not limited to:

- h. Participation in shared governance bodies or school and College committees including ad hoc committees or task forces;
- i. Leading or participating in workshops or seminars;
- j. Accreditation self-study or grant-related work not otherwise assigned
- k. Participation as a CCBC athletics coach or club advisor outside of one's professional assignment;
- l. Public engagement on behalf of the College;
- m. Unpaid service to community organizations drawing on professional expertise;
- n. Participation in professional or civic organizations;
- o. Participation in College events; and/or
- p. Similar activities that enhance the College's mission, visibility, or community presence.

#### 11.6 Professional Development and Scholarship

Faculty shall keep abreast of developments in one's specific areas of professional expertise through annual goals or an ongoing plan for professional development. Faculty are expected to remain current in their field, including maintaining required licensures and

certifications for their field, integrate relevant advancements into their teaching, and, where appropriate, contribute to the broader academic and professional community.

Faculty are expected to maintain and enhance their professional expertise in their discipline and in effective teaching practices and pedagogy through ongoing professional development and scholarly or creative engagement. Such activities must support instructional effectiveness, curricular relevance, and student success, while aligning with the mission and strategic priorities of the College.

Faculty are encouraged to pursue a range of professional development opportunities that contribute to the continuous improvement of their knowledge, skills, professional expertise, and pedagogy through annual goals or an ongoing plan for professional development.

The selection of professional development activities should be appropriate to the faculty member's discipline, role, and institutional needs, and is subject to approval by the faculty member's supervisor. Examples of Professional Development include but are not limited to:

- a. Attending conferences, seminars, or workshops
- b. Writing articles or books
- c. Graduate study or other relevant courses
- d. Internships, clinical practice, residencies, or academic research
- e. Performing/exhibition, etc.
- f. Practical or field work in technical fields
- g. Participating in a peer partnership project
- h. Reviewing articles or books for publishers or publication
- i. Participating in organized professional discussions with other faculty, such as Learning communities or reading circles with internal and/or external faculty
- j. Engaging in other projects agreed upon between the faculty member and department chair or Dean
- k. Participating in professional societies that enhance our knowledge and allow us to showcase CCBC

#### 11.7 Reassigned Time

The College may, at its sole discretion, reassign faculty from a portion of their full-time teaching workload to perform duties that support academic programs, institutional operations, accreditation requirements, student success, or other priorities consistent with the mission of the College.

"Reassigned time" refers to work assigned to a faculty member with a Teaching Load Hours (TLH) equivalent paid as part of the faculty member's workload or as an overload.

The College shall determine the duties, scope, qualifications to complete the work, modality and location, duration including continuation, modification or discontinuation, reporting structure, and compensation or load adjustment associated with reassigned time assignments. The College provides reassigned time for different purposes that determine the selection process.

- a. Some reassigned time directly relates to the position's responsibilities such as serving a clinical coordinator or automotive manufacturer coordinator. The College will designate when the reassigned time assignment is part of the faculty position based on accreditation requirements or possession of a particular credential. There shall be no additional selection process associated with such reassigned time.
- b. When appropriate, the College will post a vacancy notice of all other reassigned time that is available to qualified unit members and fill such assignments through a competitive process. The term and duties of the available reassigned time position will be specified in the notice.
- c. All reassigned time awarded must be clearly identified as leadership or non-leadership appointments.

Except as otherwise provided in this Agreement, the faculty member may choose to not accept the assignment, to accept the assignment for the offered compensation, or to accept the assignment as a component of their service responsibilities.

## ARTICLE 12 – ANNUAL EVALUATIONS

### 12.1 Intent

The Annual Performance Evaluation includes the documentation by which faculty members will be evaluated for minimum professional performance, and it is the tool by which faculty members will complete their documentation of their performance during the calendar year. Annual evaluation of all faculty members is required to assess and improve performance and to provide an ongoing record for the purpose of promotion and/or other personnel actions.

Annual faculty evaluation is a process supporting the professional growth of faculty while advancing the College's mission of teaching excellence, student success, and institutional effectiveness. Rather than serving solely as an assessment tool, it provides an opportunity for meaningful reflection and constructive feedback. The process recognizes the full scope of faculty expectations and responsibilities across their entire professional assignment.

### 12.2 General Procedures

All faculty members, including faculty on sabbatical, will be evaluated annually using the College's approved evaluation form and procedures. In completing their annual evaluation, faculty members will develop a portfolio containing the materials that detail and document their accomplishments in their professional assignment in the areas of Basic Responsibilities and Expectations; Teaching, Library or Reassigned Responsibilities; Program, Discipline, Department, School, College and Community Service; and Scholarship and Professional Development. Faculty will provide examples of specific activities to demonstrate their meeting of the requirements of their professional assignment outlined in Article 11 Faculty Role and Responsibilities. These are representative examples of their activities, but not the totality of the faculty member's work in the evaluation year. Each faculty member will also propose goals for the coming year in each of these areas.

#### 12.2.1 Supervisor Completion

Evaluations will be completed by the faculty member's direct supervisor. Supervisors may seek input from others familiar with the faculty member's work.

#### 12.2.2 Adjustments to Portfolio

Supervisors may request the faculty member move activities between categories or fix technical or formal issues after initial submission of their evaluation portfolio. The faculty member will have five (5) business days from the date of the request to make adjustments.

#### 12.2.3 Ratings

Supervisors will rate the faculty member within each of the four major categories of their Professional Assignment with a rating of "good," "needs improvement," or "unsatisfactory". Wherever "needs improvement" or "unsatisfactory" is the supervisor's rating, the supervisor's comments must include specific recommendations and directions for improvement as well as the consequences for continued lack of improvement.

12.2.4 Meeting

Before a faculty member signs their evaluation, the evaluating supervisor shall meet with the faculty member to discuss the professional summary, the performance evaluation ratings, comments, and associated goals. After the faculty member signs the form, additional comments, other than a response to the comments by the faculty member, shall not be added to the form.

12.2.4 Optional Addendum

Faculty members may attach an addendum in response to the evaluators' comments within five (5) business days of meeting with the supervisor.

12.2.5 Review

The signed evaluation shall be forwarded to the appropriate Dean and Provost & Vice President of Academic and Student Affairs for review. The final evaluation will be included in the faculty member's personnel file.

12.2.6 Evaluation Grievances

Evaluation ratings are not subject to grievance or arbitration. However, alleged procedural violations of this Article may be grieved. Nothing in this Section shall limit a faculty member's right to grieve disciplinary action resulting from the application of this Article.

12.3 Basic Responsibilities and Expectations

These responsibilities underpin the good performance of a faculty member's professional assignment.

12.4 Teaching, Library or Reassigned Responsibilities

These responsibilities shall constitute the majority of a faculty member's overall evaluation.

Faculty members will document actions taken to improve or excel in their responsibilities and summarize the effectiveness of those actions, as well as propose goals for supervisor approval for the upcoming year.

Evaluation of teaching, library and reassigned responsibilities will be weighted in proportion to the faculty member's workload assigned to each type of responsibility.

12.5 Program, Discipline, Department, School, College and Community Service

After teaching, library or reassigned responsibilities, service is the next most important part of a faculty member's professional assignment and overall evaluation.

Faculty members will document Service activities and include a brief description including the effort and expertise expended on the activity, including peer attestations when appropriate, as well as propose goals for supervisor approval for the upcoming year.

Both appropriate paid and unpaid activities may be included in Service; however, activities for which reassigned time was given may not be included.

12.6 Scholarship and Professional Development

Scholarship and professional development is the fourth component of a faculty member's professional assignment and overall evaluation.

Faculty members will document activities in Scholarship and Professional Development and include a brief description including the effort and expertise expended on the activity, with peer attestations when appropriate, as well as propose goals for supervisor approval for the upcoming year.

Both appropriate paid and unpaid activities may be included in Scholarship and Professional Development; however, activities for which reassigned time was given may not be included.

#### 12.7 Overall Rating

The College will provide College-wide annual evaluator training and norming for faculty supervisors.

Supervisors will evaluate the overall faculty member's performance with a rating of either "good" or "unsatisfactory", based on their individual evaluations of each of the following four portions of their professional assignment: basic responsibilities and expectations; teaching, library and reassigned responsibilities; program, discipline, department, school, college and community service; scholarship and professional development.

Ratings of "needs Improvement" in any or all of the four major categories does not necessarily result in an overall rating of "unsatisfactory." An overall rating of "unsatisfactory" must include at least one rating of "unsatisfactory" in one of the four major areas.

Faculty may not appeal ratings or comments on individual sections of the evaluation, provided however, they may be discussed within an appeal of an overall rating. Faculty may only appeal an overall rating of "unsatisfactory" to their dean by doing so in writing within 10 business days after receiving the supervisor's evaluation. The dean shall respond to the appeal in 10 business days.

## ARTICLE 13 – PROMOTION

### 13.1 Preamble

Promotion is recognition of achievement within one's professional career, and the College is supportive of faculty members progressing through the ranks over the course of their careers. Promotion requires evidence that the candidate is able to function at the higher rank sought. Annual evaluations rated as "good" and the fulfillment of the eligibility criteria are necessary conditions to apply for a promotion, but advancement depends on the quality of the candidate's exhibit and additional supporting evidence. Meeting the minimum requirements will not be sufficient for promotion.

### 13.2 Definitions

#### 13.2.1 Master's Degree

For the purposes of Promotion, a master's degree is defined as 30 semester hours. If a faculty member's master's degree exceeds 30 hours, the additional credit may apply to the master's + additional credit requirements (e.g., 36 credit master's degree = 30 for the original master's and 6 credits may be applied towards the additional credit requirements.). If a faculty member's master's degree was completed using quarter hours, a conversion of 1.5 to 1 will be used (e.g., 45 quarter hours / 1.5 = 30 semester hours).

#### 13.2.2 Master of Fine Arts Degree

With the understanding that the Master of Fine Arts is both an applied and terminal degree that requires professional work within the faculty's discipline, any Master of Fine Arts requiring sixty or more credit hours for completion shall automatically be equivalent to the educational requirements for the rank of Professor. Any Master of Fine Arts requiring less than sixty credit hours shall not be granted automatic equivalence to the educational requirements for the rank of Professor.

#### 13.2.3 School Promotion Committee

Each school will have a committee consisting of faculty elected by faculty within that school to evaluate promotion exhibits from its candidates. The committee shall have an equitable distribution of members among disciplines and faculty ranks. Except as provided herein, the school's faculty will determine for itself the composition of its members. The members of the committee shall have overlapping terms, and each shall have previously been promoted. The committee will select a Chair, and the Chair shall have at least one year of experience on the committee. If a faculty member is unable to fulfill their term, a replacement shall be elected as soon as practicable subject to the composition of committee provisions set forth in this subsection. The Dean shall report the committee membership to the faculty within the school and to the current Chair of the College Promotion Committee according to a schedule determined by the College.

#### 13.2.4 College Promotion Committee

The College Promotion Committee consists of faculty members elected by each school based on the number of faculty within the school. The Dean shall report election results to their school's faculty.

The College Promotion committee will have an equitable distribution of members among disciplines and faculty rank from each school. The members of the committee shall have overlapping terms, and each shall have previously been promoted. The committee will select the Chair, and the Chair shall have at least one year of experience on the committee. The Provost shall notify the college faculty of the leadership and membership of the committee.

If a faculty member is unable to fulfill their term, a replacement shall be elected as soon as practicable subject to the composition of committee provisions set forth in this subsection.

#### 13.2.5 Consistent Review of Promotion Exhibits

The school deans, representatives of the College Promotion Committee and representatives of each of the School Promotion Committees, will meet collectively at least once a year to establish standard practices for evaluating a candidate's promotion exhibit.

Representatives of the College Promotion Committee shall meet in each Fall semester with supervisors who annually evaluate bargaining unit faculty to disseminate those standard practices.

#### 13.2.6 Credit Hour

Credit hour refers to Graduate credit hour unless otherwise specified.

### 13.3 General Procedures

#### 13.3.1 Progress Towards Promotion

Concurrent with the evaluation timeline, faculty may optionally submit a pre-promotion exhibit for the purpose of obtaining guidance and feedback from their supervisor regarding their progress towards promotion.

In the pre-promotion exhibit, faculty will document all aspects of their Professional Assignment: Teaching, Library or Reassigned Responsibilities; Program, Discipline, Department, School, College and Community Service; and Scholarship and Professional Development activities completed during the past year.

The evaluating supervisor will provide feedback or guidance that is advisory only and does not guarantee that the faculty member will be promoted.

The contents of the faculty member's pre-promotion exhibit will not be considered as part of their evaluation.

#### 13.3.2 Exhibit

A candidate shall prepare a detailed exhibit, describing how and to what extent each rank-specific promotion criteria has been fulfilled, supported by evidence based on procedural guidelines recommended by the College Senate and approved by the College.

All promotion eligibility requirements and criteria must be fulfilled and documented in the candidate's exhibits.

The College and the Union value all parts of a faculty member's professional assignment. A candidate for promotion must be meeting Basic Responsibilities. A candidate's promotion exhibit will be evaluated using Teaching, Library, or Reassigned Responsibilities as a majority of the candidate's professional assignment, with Program, Discipline, School, College, and Community Service constituting the next most important part of the candidate's professional assignment, and Scholarship and Professional Development being the remaining portion of a candidate's professional assignment.

**13.3.3 Intent to Seek Promotion**

Faculty seeking promotion shall submit to their School Dean a letter of intent to seek promotion by a date determined by the College.

**13.3.4 Eligibility**

The School Dean or designee shall confirm the eligibility of the candidate's educational credentials, time in service at the college, and years in rank for promotion. The candidate will be notified in writing of their eligibility by a date determined by the College.

**13.3.5 Review Process**

If eligible, the candidate will submit their promotion exhibit to the School Promotion Committee by a date determined by the College.

Each member of the School Promotion Committee will evaluate the promotion exhibit, the School Promotion Committee will provide feedback, mentorship, and render its recommendation.

The School Dean, after receiving the recommendation by the School Promotion Committee and evaluating the exhibit, will make their recommendation to the College Promotion Committee, either affirming or disagreeing with the School Promotion Committee's recommendation.

Each member of the College Promotion Committee will evaluate the promotion exhibit, and the College Promotion Committee will provide feedback, and render its recommendation to the Provost & Vice President of Academic and Student Affairs.

The Provost & Vice President of Academic and Student Affairs will make their recommendation to the President.

The President shall review the previous recommendations and approve or deny promotion. A candidate whose promotion is denied may not file a grievance on the denial but may file a grievance for alleged procedural violations of this Article.

Throughout this process, candidates for promotion are advised that meeting the minimum qualifications for promotion to a particular rank constitutes only admission to candidacy and does not guarantee that the exhibit will receive the endorsement of the School Promotion Committee, the School Dean, the College Promotion Committee, Provost and Vice President, or President.

#### 13.4 Eligibility and Performance Criteria for Promotion Through All the Ranks

##### 13.4.1 Timeliness

The following are the minimum requirements for application for promotion to a given rank. The credentials other than time in rank must be documented as having been completed prior to December 31 of the year of submission of the letter of intent.

Except as otherwise provided herein, time served as a full-time unit or non-unit faculty member, including when on sabbatical, will count towards time in rank and time at the college when determining eligibility for promotion. Faculty who have held a full-time temporary contract as a visiting lecturer will not be allowed to use that teaching time in order to qualify for time in rank towards a promotion request.

##### 13.4.2 Classroom Observation

A classroom observation by a supervisor or designee is required and will be conducted within the year of the promotion application and included with the promotion materials. If the candidate has no teaching responsibilities during the year of the promotion application, then a letter from their School Dean granting an exception to this requirement shall be attached along with the most recent classroom observation.

##### 13.4.3 Academic Rank

Candidates for promotion should be consistently progressing toward the rank for which the candidate is applying.

Activities and documentation requirements for each academic rank vary depending on the requirements of those ranks. In general, proficiency in a faculty member's professional assignment for each rank will vary based on the individual faculty's discipline and professional focus.

##### 13.4.4 Reassigned Time

Reassigned time may be part of a faculty member's professional assignment responsibilities. Assessment of Teaching, Library or Reassigned Responsibilities will be weighted by the share of the faculty member's load distributed to each.

#### 13.5 Promotion From Instructor to Assistant Professor

##### 13.5.1 Experience and Credentials

Candidates for promotion from Instructor to Assistant Professor must have at least the following:

- a. a Master's degree in a relevant field or have been granted equivalency.
- b. a minimum of two years at the rank of Instructor by September 15<sup>th</sup> in the year of application.
- c. "Good" performance evaluations of the candidate for the most recent two evaluations immediately preceding the year of application. These evaluations must be in consecutive years without gaps due to separation of employment.

##### 13.5.2 Performance Criteria

*13.5.2.1 Teaching/Library/Reassigned Responsibilities:*

Documented evidence of effective performance in current rank as a college level educator and/or in reassigned duties. This is demonstrated by the skill and proficiency with which the individual faculty member interacts with students, plans, conducts, and completes the learning process, participates in pedagogic development, and/or executes reassigned responsibilities.

*13.5.2.2 Program, Discipline, Department, School, College, and Community Service:*

Documented evidence of contributions as accepted in the faculty member's annual performance evaluation. Applicants for promotion should be active participants on committees, councils, or other groups working on projects.

*13.5.2.3 Scholarship and Professional Development:*

Documented evidence of activity in one's discipline or professional field as accepted in the faculty member's annual performance evaluation.

13.6 Promotion From Assistant Professor to Associate Professor

13.6.1 Experience and Credentials

Candidates for promotion from Assistant Professor to Associate Professor must have at least the following:

- a. An earned Master's degree plus 30 semester based credit hours of graduate study in a relevant field or must have been granted an equivalency.
- b. Candidates hired at the rank of Instructor must have completed a minimum of five years at the college as full-time faculty members, two of which must be completed at the rank of Assistant Professor by September 15th in the year of application. They must have earned three "Good" performance evaluations for the most recent three evaluations immediately preceding the year of application. These evaluations must be in consecutive years without gaps due to separation of employment.
- c. Candidates hired at the rank of Assistant Professor must have completed a minimum of five years at the college by September 15<sup>th</sup> in the year of application. They must also have earned three "Good" performance evaluations for the most recent three evaluations immediately preceding the year of application. These evaluations must be in consecutive years without gaps due to separation of employment.

13.6.2 Performance Criteria

*13.6.2.1 Teaching/Library/Reassigned Responsibilities:*

Documented evidence of effective performance as an Assistant Professor and/or in reassigned duties. This is demonstrated by the skill and proficiency with which the individual faculty member interacts with students, plans, conducts, and completes the learning process, improves curriculum, exhibits strength in pedagogic development, and/or executes reassigned responsibilities.

*13.6.2.2 Program/Discipline, Department, School, College, and Community Service:*

Documented evidence of important contributions related to one's area of expertise. Applicants should demonstrate that their participation in committees, councils, and other groups working on projects has made an important and significant contribution through their leadership or accomplishments.

*13.6.2.3 Scholarship/Professional Development:*

Documented evidence of important contributions in one's discipline or professional field as accepted in the faculty member's annual performance evaluation.

13.7 Promotion From Associate Professor to Professor

13.7.1 Experience and Credentials

Candidates for promotion from Associate Professor to Professor must have at least the following:

- a. a Master's degree plus 60 graduate credits in a relevant field, or they must have been granted an equivalency.
- b. Candidates hired at the rank of Instructor or Assistant Professor must have completed a minimum of ten years at the college as a full-time faculty member, four of which must have been completed at the rank of Associate Professor by September 15<sup>th</sup> in the year of application. Candidates must have earned five "Good" performance evaluations for the most recent five evaluations immediately preceding the year of application. These evaluations must be in consecutive years without gaps due to separation of employment
- c. Candidates hired at the rank of Associate Professor must have completed a minimum of seven years at the college as a full-time faculty member by September 15<sup>th</sup> in the year of application. They must also have earned five "Good" performance evaluations for the most recent five evaluations immediately preceding the year of application. These evaluations must be in consecutive years without gaps due to separation of employment

13.7.2 Performance Criteria

*13.7.2.1 Teaching/Library/Reassigned Responsibilities:*

Documented evidence of effective performance as an Associate Professor and/or in reassigned duties. This is demonstrated by the skill and proficiency with which the individual faculty member interacts with students, plans, conducts, and completes the learning process, exhibits excellence in pedagogic development, exhibits teaching excellence, and/or skill and proficiency in executing reassigned responsibilities.

*13.7.2.2 Program/Discipline, Department, School, College, and Community Service:*

Documented evidence of leadership and/or major contributions to the college and/or the community as related to one's area of professional expertise. Applicants should demonstrate that their participation and/or

leadership in committees, councils, and other groups working on projects have made a major contribution that had a recognizably important impact.

*13.7.2.3 Scholarship and Professional Development:*

Documented evidence of significant achievements in scholarship and/or professional growth recognized by their peers and as accepted in the faculty member's annual performance evaluation.

13.8 Evaluation of Performance Criteria for Promotion

13.8.1 Review by the School Promotion Committee

The School Promotion Committee will assign a mentor to each candidate who will evaluate the candidate's exhibit, contact the candidate, provide the candidate with meaningful recommendations to improve the candidate's promotion exhibit, and communicate with the candidate on behalf of the committee. The candidate must be advised that providing additional materials does not guarantee a positive recommendation from the committee. The School Promotion Committee shall evaluate the candidate's exhibit, and upon review the committee may:

- a. Accept the exhibit as presented after finding it to be sufficient for final consideration by the committee.
- b. Ask for additional documentation to support one or more of the activities listed in the exhibit. Candidates have five business days to provide any requested additional documentation.
- c. Suggest to the candidate that they revise their promotion materials, add additional activities, or add additional descriptions of activities in one or more of the three areas of the Performance Criteria so that the exhibit may be reconsidered by the Committee, with the understanding that providing additional materials or revising the exhibit does not guarantee a positive recommendation from the committee. Candidates have five business days to provide any requested revisions.

The School Promotion Committee will make its recommendation to the School Dean in accordance with the college's determined deadline. The recommendation will include a full report of the rationale for recommending or not recommending promotion and a statement of dissenting positions, if any, among the committee's members. The candidate will also be notified in writing of the committee's recommendation, and the School Promotion Committee's recommendation will be added to the promotion exhibit.

13.8.2 Review by the School Dean

Upon receipt of the School Promotion Committee's recommendation, the School Dean shall evaluate the candidate's exhibit, and upon review the Dean may:

- a. Accept the exhibit as presented after finding it to be sufficient for final consideration.
- b. Ask for additional supporting documentation for one or more of the activities already listed in the exhibit. No new activities may be added to the exhibit.

Candidates have five business days to provide any requested additional documentation.

- c. Recommend that the candidate reorganize existing activities from one area of Performance Criteria to another. Candidates have five business days to reorganize their activities.

The School Dean will make their recommendation to the College Promotion Committee in accordance with the college's determined deadline. The recommendation will include a full report of the rationale for recommending or not recommending promotion. The School Dean's recommendation will be added to the promotion exhibit.

If both the School Dean and the School Promotion Committee agree to recommend the candidate or if the School Dean's recommendation does not concur with the School Promotion Committee's recommendation, the exhibit and the recommendations from the School Dean and the School Promotion Committee will be forwarded to the College Promotion Committee, and both the candidate and the School Promotion Committee will be notified, in writing, of the School Dean's recommendation in accordance with the college's determined deadline.

If both the School Dean and the School Promotion Committee agree not to recommend the candidate, the exhibit and recommendations of the School Dean and the School Promotion Committee will not be forwarded to the College Promotion Committee, and both the candidate and the School Promotion Committee will be notified, in writing, of the School Dean's recommendation in accordance with the college's determined deadline.

#### 13.8.3 Review by the College Promotion Committee

Upon receipt of the candidate's exhibit, the College Promotion Committee will assign a member(s) to each candidate who will contact the candidate, evaluate the candidate's exhibit, and communicate with the candidate on behalf of the committee.

Upon evaluation of the candidate's exhibit, the College Promotion Committee may:

- a. Accept the exhibit as presented after finding it to be sufficient for final consideration.
- b. Ask for additional supporting documentation for the activities already listed in the exhibit; no new activities may be added to the exhibit. The candidate must be advised that providing additional supporting documentation does not guarantee a positive recommendation from the committee. Candidates have five business days to provide any requested additional documentation.
- c. Recommend that the candidate reorganize existing activities from one area of Performance Criteria to another. Candidates have five business days to reorganize their activities.

The College Promotion Committee will make its own recommendation to the Provost & Vice President of Academic and Student Affairs in accordance with the

college's determined deadline. The recommendation will include a full written report of the rationale for recommending or not recommending promotion and a statement summarizing dissenting positions, if any, among the committee's members. The College Promotion Committee's recommendation will be added to the promotion exhibit.

If the College Promotion Committee and the School Dean agree to recommend the candidate for promotion or if the College Promotion Committee's recommendation does not concur with the School Dean's recommendation, the exhibit, the recommendations from the School Promotion Committee, the School Dean and the College Promotion Committee will be forwarded to the Provost & Vice President of Academic and Student Affairs. The candidate, School Dean, and School Promotion Committee will be notified, in writing, of the College Promotion Committee's recommendation in accordance with the college's determined deadline.

If the College Promotion Committee and the School Dean agree not to recommend the candidate for promotion, the exhibit, the recommendations from School Promotion Committee, the School Dean and the College Promotion Committee will not be forwarded to the Provost & Vice President of Academic and Student Affairs. The candidate, School Dean, and School Promotion Committee will be notified, in writing, of the College Promotion Committee's recommendation in accordance with the college's determined deadline.

#### **13.8.4 Review by the Provost & Vice President of Academic and Student Affairs**

Upon receipt of the recommendation of the College Promotion Committee regarding a candidate's application for promotion, the Provost & Vice President of Academic and Student Affairs will review all materials accumulated during the application and review process. The Provost & Vice President of Academic and Student Affairs will make their own recommendation to the College President in accordance with the college's determined deadline. The recommendation will include a full report of the rationale for recommending or not recommending promotion. The Provost & Vice President of Academic and Student Affairs' recommendation will be added to the promotion exhibit.

The Provost & Vice President of Academic and Student Affairs may seek additional information regarding the candidate's promotion exhibit. In these cases, the Provost & Vice President of Academic and Student Affairs will do so in writing and notify the candidate of the information requested. Both the party from which the information is sought, and the candidate will separately respond to the request for additional information in writing. All Information received in this manner will be added to the promotion exhibit. All parties have five business days to provide any requested additional information.

If both the Provost & Vice President of Academic and Student Affairs and the College Promotion Committee agree to recommend the candidate or if the Provost & Vice President of Academic and Student Affairs' decision does not concur with the College Promotion Committee's recommendation, the exhibit and recommendations of the Provost & Vice President of Academic and Student Affairs,

College Promotion Committee, School Dean, and the School Promotion Committee will be forwarded to the College President, and all aforementioned parties will be notified, in writing, of the Provost & Vice President of Academic and Student Affairs' recommendation in accordance with the college's determined deadline.

If both the Provost & Vice President of Academic and Student Affairs and the College Promotion Committee agree not to recommend the candidate, the exhibit and recommendations of the Provost & Vice President of Academic and Student Affairs, College Promotion Committee, School Dean, and the School Promotion Committee will not be forwarded to the College President, and all aforementioned parties will be notified, in writing, of the Provost & Vice President of Academic and Student Affairs' recommendation in accordance with the college's determined deadline.

### 13.9 Negative Recommendation and Rebuttals of Negative Recommendations

A negative recommendation of a candidate's promotion application by the School Promotion Committee, School Dean, the College Promotion Committee, or Provost & Vice President of Academic and Student Affairs, may be addressed with a rebuttal, on the basis of merit and/or process, to the next higher level within five business days of written notification of that negative recommendation. A single negative recommendation will forward the exhibit to the next higher level for consideration. Thus:

- a. A rebuttal of a negative recommendation by the School Promotion Committee may be addressed by the candidate and added to the promotion exhibit.
- b. A rebuttal of a negative recommendation by the School Dean after a positive recommendation by the School Promotion Committee may be addressed by the candidate and added to the promotion exhibit.
- c. A rebuttal of a negative recommendation by the College Promotion Committee after a positive recommendation by the School Dean may be addressed by the candidate and added to the promotion exhibit.
- d. A rebuttal of a negative recommendation by the Provost and Vice President of Academic and Student Affairs after a positive recommendation by the College Promotion Committee may be addressed by the candidate and added to the promotion exhibit.

Two consecutive negative recommendations by the School Promotion Committee, School Dean, College Promotion Committee, or the Provost & Vice President of Academic and Student Affairs results in rejection of the promotion exhibit, and the exhibit cannot be forwarded on the basis of merit. Thus:

- a. consecutive negative recommendations by the School Promotion Committee and the School Dean cannot be forwarded to the College Promotion Committee;
- b. consecutive negative recommendations by the School Dean and the College Promotion Committee cannot be forwarded to the Provost and Vice President of Academic and Student Affairs; and
- c. consecutive negative recommendations by the College Promotion Committee and the Provost and Vice President of Academic and Student Affairs cannot be forwarded to the college President.

## ARTICLE 14 – EQUIVALENCY

### 14.1 Preamble and Structure

The Community College of Baltimore County is committed to the continued development of its faculty in order to provide the best opportunity for student learning. The College recognizes that while traditional postgraduate education is an important aspect of professional development, there are also other activities that may significantly contribute to faculty development. All faculty are allowed to use an Equivalency Request to gain equivalency credits, which can be applied toward promotion requirements (see Article XX Faculty Promotion).

A standing equivalency committee will be charged with evaluating an applicant's Equivalency Request and forwarding their recommendation to the Provost and Vice President of Academic Affairs. The Equivalency Committee will use the criteria described in this Article to equate non-traditional activities to traditional graduate education.

The Equivalency Committee is made up of faculty members representing each School nominated by the dean or self-nominated, voted on by the faculty, and to include at least two academic deans. The equivalency committee shall be comprised of members representing the various academic schools, two per school, and one member of the library faculty. If a faculty member is unable to fulfill their term, a replacement shall be elected as soon as practicable subject to the composition of committee provisions set forth in this paragraph.

### 14.2. Equivalency Requests

The Equivalency Request may include professional development activities that have already been completed and/or activities that will be completed in the future. Based on input from the Equivalency committee, the forms, procedures and deadlines will be determined and published by the College.

The Equivalency Committee will review the Equivalency Request and Substantive Evidence to equate relevant non-traditional professional development activities to graduate credit. At a faculty member's request, the faculty member's Dean may provide input on the Equivalency Request to the Equivalency committee, either in-person or in writing as part of the committee's review.

Upon the Equivalency Committee's review of the Equivalency Request, the Equivalency Committee may:

- a. Recommend granting Equivalency for the credits proposed or for an altered number of credits
- b. Recommend granting conditional Equivalency subject to receipt of evidence of completion of activities if the Equivalency Committee requests additional evidence the Equivalency Committee Chairperson will specify the requested information in their recommendation.
- c. Recommend denying the Equivalency Request; if the Equivalency Committee does not recommend Equivalency, the Equivalency Committee Chairperson will include an explanation in their recommendation.

The Equivalency Committee may not recommend Equivalency for an activity:

- a. if it is not an appropriate professional development;
- b. if it is an appropriate professional development, but the applicant does not provide substantive evidence despite notification by the Equivalency Committee Chairperson that more documentation was required; or
- c. if the Equivalency Policy and Procedures were not followed by the applicant

The Equivalency Committee shall make their recommendations to the Provost for review. The Provost may:

- a. Accept the Equivalency Committee's recommendations.
- b. Request that the Equivalency Committee reconsider its recommendations.
- c. Reject the Equivalency Committee's recommendations and make a different decision.

#### 14.3 Equivalency Archive

The Equivalency Committee will maintain an archive of activities granted equivalency, the amount of equivalent credit hours granted, and make the archive available to faculty seeking equivalency.

#### 14.4 Standard Guidelines for Equivalency

The parties believe that many scholarship and professional development activities have some ratio of equivalency to graduate credit hours. In addition to the activities included herein, the Equivalency committee may recommend to the Provost additions to the activities approved for equivalent credit.

##### 14.4.1 Parity Pathway

The parity pathway provides the equivalent of 15, 30, 45, or 60 credit hours for (1) proposing and completing a significant project or (2) compiling a portfolio to document a completed significant project completed within the last 5 years. The parity pathway project must be relevant to the faculty member's professional assignment and fulfill a college or departmental need. The parity project must include significant academic rigor, and a considerable investment of time, thought and effort. It must be related to the teaching discipline of the faculty member and should support the faculty member's professional development goals. Faculty members may create and implement a new special project or may incorporate the performance or body of significant creative work or publication related to the program of study into the project.

Because of the diversity of possible parity projects, each will be judged on its own merit. Faculty members are encouraged to be innovative in their approach. However, all parity projects should include a majority of the following outcomes: enhanced content knowledge; application to the learning environment; new or enhanced instructional strategies; enhanced knowledge of the learner including learning theory, learning styles; acquired subject-specific pedagogy; acquired knowledge and skills to infuse technology into the learning environment; enhanced knowledge and understanding of the creative process, including creative problem solving; and in the arts, exploration of the medium; significant contribution(s) to the field; enhancement of student learning and a product or demonstration component available to colleagues in the field.

The procedures for submitting a parity pathway project or portfolio will be determined and distributed by the College.

14.4.2 Optional College Professional Development Activities.

All non-required professional development offerings from the College shall be worth a specified amount of equivalent credit hours. The specified amount will be stated in the professional development offering, and faculty shall receive a certificate indicating their earned credit hours upon completion.

Optional college professional development activities include, but are not limited to:

- a. CCBC Connections (1 credit per certificate)
- b. President's Leadership Academy (5 credits)
- c. Global Citizen (1 credit)
- d. Global Citizen Advanced (1 credit)
- e. Global Citizen Master (1 credit)
- f. Culturally Responsive Teaching Attending and Preparing (1 credit)
- g. Culturally Responsive Teaching Preparing and Presenting (1 credit)
- h. Culturally Responsive Teaching Applying and Organizing (1 credit)
- i. QM Peer Review Course (0.67credit)
- j. Virtual Academy/Online Teaching Institute (OTI) (3 credits)
- k. Accelerated Learning Program Training (ALP) (1 credit)
- l. ACUE's Effective Teaching Practices course (3 credits)

14.4.3 Activities with a Ratio of 25 to 1

Faculty shall be granted equivalency for at least the following activities in a ratio of 25 clock hours to 1 credit hour.

- a. Graduate course-like activity with testing component
- b. Presentation at a non-CCBC professional conference (max 1 -credit)
- c. Attendance at conference/workshop (CEUs with testing or project component)
- d. Award of relevant professional license or certification after examination
- e. Publications (max 15 credits per publication) – i.e., peer-reviewed scholarly paper, book, collection of poems, etc.
- f. Invitational, peer-reviewed, or juried public performance, exhibition or display
- g. Creating and/or supporting programs within the faculty member's field that benefit the college and/or advance the faculty member professionally within their field.
- h. Applying the QM Rubric Workshop (APPQMR, 6 hours)
- i. QM Rubric Update Role Reinstatement (RURR, 6 hours)

14.4.4 Activities with a Ratio of 35 to 1

Faculty shall be granted equivalency for the following activities in a ratio of 35 clock hours to 1 credit hour, at least, for the following activities.

- a. All other QM workshops other than listed above (e.g. IYOC)
- b. Presentation at a CCBC event (i.e., PDC, Fall Focus) (max 0.25 credit per unique presentation)
- c. Attendance at conference/workshop (CEUs without testing component)

- d. Delivery of a presentation which was previously prepared and presented (max 0.5 credit)
- e. Undergraduate course approved in advance by the faculty member's academic dean
- f. Teaching Online Course (TOC) at CCBC
- g. WIDAC Writing Fellows Training Program

14.4.5 Activities with a Ratio of 50 to 1

Faculty shall be granted equivalency for the following activity in a ratio of 50 clock hours to 1 credit hour for attendance at a workshop, conference or webinar (no CEUs or testing component)

14.4.6 Prohibited Equivalency

An activity used in a prior equivalency cannot be included with a future equivalency request. All equivalency requests must be applicable to the discipline or professional assignment. Attendance at required CCBC events (e.g. PDC, TLR, Fall Focus, and required training) may not be included in an equivalency request as they are basic job responsibilities.

14.5 Grievance on Granting of Equivalency

An applicant denied equivalency may not file a grievance if the denial is recommended by the Equivalency Committee and the Provost concurs. However, an applicant may grieve a denial by the Provost solely on the basis that it is arbitrary or capricious if the Equivalency Committee's final recommendation was to grant equivalency.

## ARTICLE 15 – INTELLECTUAL PROPERTY

### 15.1 Intent

The College and the Union recognize and encourage the intellectual scholarship and academic creativity of faculty as an inherent part of the education mission of the College. The intent of this Article is to establish the procedures for determining the ownership of Intellectual Property produced at or for the College by faculty.

### 15.2 Definitions

The following definitions shall apply:

#### 15.2.1 Intellectual Property

Intellectual Property is defined to include any invention (whether patentable or not), materials, data, software, information, scholarly or creative works (whether copyrightable or not), subject matter, trademarks, trade secrets, creations, publications, compositions, discoveries, inventions, improvements, developments, and all other results of work performed by faculty members during the course of their employment with the College, as well as all intellectual property therein, including patents, trademarks and copyright and trade protections.

#### 15.2.2 Instructional Works

Instructional works are a subset of Intellectual Property that includes 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), textbooks, e-books, and all other materials related to in-person or online courses or web-related materials, along with any and all other course materials created by faculty.

#### 15.2.3 Scholarly and Creative Works

Intellectual Property as defined in relation to faculty 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 a work for hire.

#### 15.2.4 Creator

A Creator is any faculty member, or a group of faculty members working collaboratively, who create(s) an item of Intellectual Property.

#### 15.2.5 Substantial Support

The use of College resources, support, and facilities for the creation of Intellectual Property is considered “substantial” when the use exceeds the normal and usual use of College provided resources, support, and facilities available to faculty as part of their regular academic role. Substantial support includes, but is not limited to, receiving extra compensation or the assignment of reassigned time to create the work, the use of College secretarial, technical, legal or creative services specifically for the creation of work, as well as the use of College equipment, data center time or tokens, supplies, or facilities. Examples of such support items include but are not limited to the following:

1.2.5.1 Alternate assignment, and/or special assignment for a specific project or task

15.2.5.2 Use of College funds designated for a specific project or task, such as for Institutional Course Development and Course Management

15.2.5.3 Cash investments or cash purchases

#### 15.2.6 Insubstantial or Incidental Support

Examples of insubstantial use of College resources, support, and facilities include the following:

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

15.2.6.2 Normal academic use of facilities commonly available to faculty, such as libraries, offices, equipment, laptops or Internet services, but excluding exhaustible supplies.

15.2.6.3 Use of College Sabbatical Leave in cases where the provisions set forth in 14.3.4.2 are applicable.

#### 15.2.7 Work Made For Hire

A work made for hire is a work (a) created by a faculty member within the scope of their employment and/or assigned responsibilities, including work made while on Sabbatical Leave except as otherwise provided in this Agreement; or (b) created under a contract with the College or specially ordered or commissioned for use by the College, including a collaborative work, unless there is a written agreement specifying otherwise. Work created pursuant to a research agreement between the College and an outside party, either a private company or a government agency, is within the scope of a faculty member’s employment.

### 15.3 Ownership of Intellectual Property

15.3.1 Except as specifically provided elsewhere in this Agreement or by an agreement between faculty member(s) and the College, the College owns Intellectual Property created: (a) as a work made for hire as set forth in 14.2.7. (b) with substantial College support; and (c) as institutional works or innovations produced as a collaborative effort with the approval, supervision, and/or direction of the College.

15.3.2 Instructional works are owned by the Creator, provided they were not created with substantial support from the College. The College shall have a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, distribute, display, perform, archive, modify, adapt, remix, translate, create derivative works from, and otherwise use the Instructional Works for educational, administrative, and institutional purposes in any medium now known or later developed. This license includes the right for the College to permit use by its employees, contractors, and affiliated institutions, and to continue using and adapting the Instructional Works after Creator's employment ends, without further consent or compensation.

15.3.3 Faculty members own the rights to their scholarly, creative, pedagogical, and other original works as defined in 14.2.3 of this Article, provided they are created without substantial support or with only insubstantial or incidental support as defined in 14.2.5 and 14.2.6 of this Article, respectively, except in cases where they have executed a written agreement with the College setting forth terms to the contrary.

15.3.3.1 The College and the Creator may enter into an agreement that identifies ownership rights of the Creator as set forth in 14.3.1 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.

15.3.4.2 The College shall not claim ownership, interest, or share of the proceeds in Intellectual Property in visual arts (e.g., paintings, drawings, illustrations, graphic designs, sculptures, digital art) created by a bargaining-unit member on Sabbatical Leave except as expressly set forth in the agreement between the College and the Creator.

15.3.4.3 If a faculty member's employment at the college ends, the College shall not prevent that faculty member from being granted reasonable access and retaining copies of their intellectual property.

#### 15.4 Partnerships with External Agencies

All Intellectual Property developed in conjunction with external organizations in partnership with the College and using the College's resources, support, or facilities shall be the property of the College, except when an agreement between the College and the external organization provides otherwise.

#### 15.5 Use of Materials on Online Educational Platforms

Learning Management System courses are defined in the following ways:

##### 15.5.1 Institutional

These are web courses created through contractual agreement with CCBC, signed by both parties, wherein the creation of the web course is performed according to a specific set of guidelines. These courses are owned by CCBC. As owners of Institutional Course material, the college may redistribute, assign, maintain, update, and otherwise utilize Institutional Course material as needed.

15.5.2 Licensed Courses

These are web courses created, without a contract, for CCBC delivery. These courses are considered instructional works. As instructional materials, they must meet CCBC's online guidelines.

## ARTICLE 16 – PROFESSIONAL ETHICS AND ACADEMIC FREEDOM

### 16.1 Statement of Professional Ethics

Recognizing the special responsibilities placed upon them by virtue of their unique role in institutions of higher learning, faculty members must hold themselves and their colleagues to high ethical standards of conduct in research, teaching, and service. Faculty have an obligation to exercise critical self-discipline, practice intellectual honesty, and uphold the best scholarly and ethical standards of their disciplines.

#### 16.1.1 Non-Discrimination

The ethical performance of their responsibilities presupposes that faculty members' judgments are made without discrimination and reflect the broad commitment of the college to creating an environment where all members of the college community are treated with dignity and respect. Faculty are ethically bound not to discriminate against students or colleagues on the basis of race, ethnicity, color, national origin, sex (including pregnancy), religion, age, disability, sexual orientation, gender identity, genetic information, veteran's status, marital status, and/or political affiliation in its programs, activities, and employment.

#### 16.1.2 Bias and Diversity

The faculty recognizes that tradition and societal norms have limited the access of some groups to participate in higher education as either students or faculty. As such, the faculty actively pursues diminishing these barriers so that qualified candidates may participate in the college. The faculty continues on a course of critical examination to identify these biases and to eliminate them from interfering with our obligations as faculty members. The faculty promotes adherence to these values because through promotion of diversity of thought and opinion the entire academic community is strengthened.

#### 16.1.3 Confidentiality and Honesty

In their interactions with students, faculty members adhere to their proper roles as intellectual guides and counselors and respect the confidential nature of this relationship, as permitted by law. They make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect the true merit of each student's academic work.

### 16.2 Statement of Academic Freedom

Academic freedom is grounded in the understanding that the mission of higher education is to foster learning through the process of free and open critical inquiry. Faculty are entrusted, by virtue of their professional qualifications, with responsibility for teaching and scholarship. Simultaneously, academic freedom is to be exercised within the framework of faculty roles and responsibilities, college standards and guidelines on instructional matters, and the college's approved curriculum, including compliance with common course outlines and programmatic learning outcomes. The parties jointly affirm the following principles of academic freedom, which are in line with the 1940 Statement on Academic Freedom and Tenure, as published by the American Association of University Professors in 1940, including the 1970 *Interpretive Comments*.

16.2.1 Teaching

Freedom to determine the approach to the subject and freedom to discuss all relevant matters in the classroom, including issues that may be contentious, provided those issues are handled in a scholarly manner Faculty should be careful not to introduce into their teaching controversial matters which are unrelated to their subject, or to persistently introduce material which has no relation to the subject.

16.2.2 Research

Freedom to explore all avenues of scholarship, research, and creative expression in their discipline and to publish the results of such work, provided publication for pecuniary gain is further subject to Article 15 on intellectual property.

16.2.3 Intramural Speech

Freedom from institutional censorship or discipline when acting in good faith, addressing matters of institutional policy or action through governance.

16.2.4 Extramural Speech

Freedom from institutional censorship or discipline when speaking or writing as responsible citizens, provided faculty make every effort to state that they do not speak for or on behalf of the college.

16.2.5 Faculty Librarians

Faculty librarians are entitled to the protection of academic freedom, including the ability to provide access to information through the development of academic library collections that meet the educational and research needs of the college and the college community, including content that may be contentious, provided such content is handled in a scholarly manner.

These protections of academic freedom do not extend to speech that is knowingly false, made with reckless disregard for the truth, is unlawfully discriminatory or harassing, or that demonstrably impairs the faculty member's ability to perform professional responsibilities or disrupts college operations.

## **ARTICLE 17 – ARTIFICIAL INTELLIGENCE’S IMPACT ON FACULTY LABOR**

### **17.1 Preamble**

Artificial Intelligence may in some cases serve as a useful tool to provide personalized learning experiences, augment teaching, and streamline administrative processes. However, it is crucial that the College adopt measures that complement human insight rather than replace it, thus upholding human-centered values and academic standards consistent with its mission.

### **17.2 Generative Artificial Intelligence**

The College and the Union agree to work toward the development of policies governing the effect of the use of generative Artificial Intelligence (AI) on terms and conditions of faculty employment. The parties further agree that the Labor Management Committee may be used to discuss such policies.

If concerns arise regarding the use of AI at the College, the parties agree to discuss those concerns in the Labor Management Committee meetings. As part of that discussion, the College and the Union may propose guidelines regarding the use of any specific program or tool that uses AI for consideration by the College.

During the term of this Agreement, the College shall provide notice to the union of any new implementation, expansion, modification, or required use of Artificial Intelligence systems or tools that will have a significant, substantial, and materially adverse effect on bargaining unit members’ wages, hours, or terms and conditions of employment. Upon such notice and the Union’s timely request and when required by law, the parties will bargain about the effects of any such change.

## ARTICLE 18 – REDUCTIONS IN FORCE

### 18.1 Scope of this Article

This Article addresses reductions in force that result from academic program reviews, lack of enrollment in specific programs, elimination or outsourcing of a college service, a change in the college's mission from external or regulatory changes, and non-renewal of appointments or appointment termination due to a lack of contract funding or grant funding. Except as otherwise provided, this article does not address reductions in force that result from a fiscal exigency.

#### 18.1.1 Fiscal Exigency

In the event of a Board of Trustees declared fiscal exigency, the creation of a fiscal exigency plan and reductions in force will be implemented in accordance with Board policy 4.11 except as otherwise provided as follows:

*18.1.1.1* Notice of intent to declare fiscal exigency must be given to the Union at least sixty (60) calendar days prior to the declaration. If fiscal exigency is so immediate as to render this notice impracticable, maximum practicable notice will be provided.

*18.1.1.2* Upon notification to the Union of intent or upon Declaration of Fiscal Exigency, the President or their designee shall meet with the Union upon request, at a mutually agreeable time, to discuss the role of faculty in the fiscal exigency plan and process.

*18.1.1.3* In accordance with the Board of Trustees Policy Manual Policy 4.11 Section IV, the President will convene a Fiscal Exigency Task Force ("task force") to advise them in the development of a plan. The faculty representation on this task force will include seven bargaining unit faculty members, one from each academic credit school, and one from the library. Four of these faculty representatives will be selected by the Union, and three representatives will be selected by the college. The union will select first and provide the college with its list of designees prior to the college making its selections.

### 18.2 Layoffs

#### 18.2.1 Notice of the Need for Layoffs

The College shall provide written notice to the Union at least thirty (30) calendar days before the College President officially recommends a layoff of faculty members to the Board of Trustees. Upon request, the College will provide the Union with information relevant to the need for layoffs in a timely manner. At the request of the Union, the President or their designee shall meet with the Union, at a mutually agreeable time to discuss the proposed recommendation for layoffs and the reason(s) therefor.

#### 18.2.2 Notice to Affected Faculty Members

Not later than forty-five (45) calendar days after a layoff of faculty members is approved by the Board of Trustees, the College shall notify the affected faculty

member(s) of their layoff and its effective date as well as notifying the Union of the names of the faculty members who will be laid off. The effective date of layoffs shall be determined by the College but will not be less than 90 days from the Board's approval.

#### 18.2.3 Order of Layoffs.

In each impacted department or unit, vacant positions, or positions where the incumbent accepted a voluntary separation or retirement incentive (if any), will be eliminated before laying off any faculty member.

Faculty generally will be laid off in order from least senior to most senior within the impacted programs, units, or departments, but the College may make exceptions to avoid serious disruption or distortion of an academic program, programmatic needs, accreditation requirements or other factors. If the College determines an exception applies, the College will share its reasoning and consider input from the Union before making decisions on the order of layoff.

For purposes of this Article, seniority shall be determined in the following order within each impacted department, unit or program:

- a. First, based on length of service as full-time faculty, which refers to the latest period of continuous employment at the College, inclusive of family medical leave, departmental medical leave, disciplinary leave (if any) and sabbatical leave, but excluding personal leave without pay granted in accordance with Article 18.2.2.
- b. Second, by academic rank.
- c. Third, by the employees' total length of service in full-time positions, regardless of job category, inclusive of non-continuous full-time service.
- d. Fourth, by employees' total length of service in any full or part-time position, regardless of job category, inclusive of non-continuous service.
- e. Fifth, by lot.

Ten-month full-time faculty who began work for a fall semester between August 15 and August 31 will be assigned a uniform service start date of August 15. All other faculty will be assigned their actual service start dates.

### 18.3 Alternatives to Layoffs

A faculty member will not be laid off if the College determines that a full-time position can be preserved by the elimination or reduction of part-time and overload assignments in the faculty member's department, program or unit and such faculty member meets the minimum qualifications and has the credentials for those assignments.

Faculty members subject to layoff will be given an opportunity to transfer to a vacant, regularly budgeted full-time faculty position in another department, program or unit if they meet the minimum qualifications and have the required credentials, in effect at the time of layoff, for initial appointment to the vacant position.

#### 18.4 Recall Rights

Any faculty member who is laid off shall be placed on a recall list and shall retain all prior accrued seniority, rights and benefits obtained up to the date they were placed on the recall list. These rights and their position on the list shall be retained for two (2) years.

Faculty on the recall list are required to keep current contact information, including email address, on file with the College.

Faculty on the recall list shall have the right to continue insurance coverage by bearing the full cost of premiums and administrative fees as provided by the federal COBRA program.

Should there be a need for additional full-time faculty staffing, the College shall, in reverse order of layoff, offer vacant full-time faculty positions to faculty members who have the credentials and meet the minimum qualifications for such vacant positions. A recall notice/offer will be sent by certified mail or other trackable delivery method, and by email, to the faculty member's address(es) on file with the College. Laid off faculty members have twenty-one (21) calendar days from the date the recall notice was sent to accept the offer of employment. A faculty member who declines an offer will have no further recall rights. Failure to respond to an offer will be equivalent to declining an offer. Upon recall, a faculty member shall be placed on the salary scale on the same step they were on prior to layoff.

The College shall send a copy to the Union of any recall notice sent.

A faculty member on the recall list who applies for part-time faculty assignments shall be given preference for such assignments provided they are appropriately qualified and credentialed for the assignment. Such part-time assignments will not be considered full-time employment, nor will the faculty member be eligible for compensation and benefits under this Agreement. Accepting part-time employment will not affect the recall status of the faculty member nor their ability to utilize the COBRA benefit outlined above.

#### 18.5 Voluntary Early Retirement

The College may elect to develop and implement a voluntary early retirement program for faculty members as it deems appropriate. Before offering a voluntary early retirement program, the College will review it with the Union and consider any input.

## ARTICLE 19 – PAID AND UNPAID LEAVES

The College provides leave to cover time when faculty members may need to be absent from work. Faculty are expected to give priority to meeting their scheduled classes. Faculty are expected to fulfill their non-teaching obligations—such as committee meetings and preparation, office hours and other activities associated with college service and professional development—and are considered absent when obligations are not met, except when meeting classes.

### 19.1 Leave With Pay

#### 19.1.1 Sick and Safe Leave

Faculty accrue up to one (1) day or 7.5 hours of sick and safe leave for each qualifying month worked of their contract year up to 9 days for 10-month faculty or 11 days for 12-month faculty during their first year of employment. After their first year, faculty earn up to one and a half, (1½) days of sick and safe leave for each qualifying month worked of their contract year up to 14 days per year for 10-month faculty or up to 17 days per year for 12-month faculty.

Employees will only accrue sick and safe leave while in pay status. There is no limit to sick and safe leave accrual while working regularly.

#### 19.1.2 Sick and Safe Leave Usage

Sick and Safe Leave may be used for only the reasons permitted under the Maryland Healthy Working Families Act.

When the use of sick leave is anticipated, faculty members are required to request sick leave in advance and arrange for substitutes and the continuation of class sessions and student learning in consultation with their supervisor. When the need for sick leave is unforeseen, the faculty member, or their designee if the faculty member is unable to do so, must notify their supervisor or designee as early as possible prior to or on the day of absence, and each day of absence thereafter, that the faculty member is requesting to use sick leave. The faculty member, or their designee, shall also notify their supervisor of the anticipated date of return to work.

A faculty member who fails to comply with the requirements of this Section will be considered absent without authorized leave, and such absence may be considered a leave without pay, unless it can be demonstrated that it was not feasible to notify the supervisor of the absence. Proper use of sick and safe leave will not be counted as an unauthorized absence. Faculty who use more sick and safe leave than is accrued without prior authorization may be subject to disciplinary action. The improper use and a pattern of abuse or misuse of sick and safe leave may lead to disciplinary action or the denial of sick and safe leave, both in a manner consistent with the Maryland Healthy Working Families Act.

A faculty member may be required to provide documentation from a healthcare provider (for sick leave reasons) or other written verification of the absence (for safe leave reasons), as required by the College, for absences of three (3) or more consecutive workdays in duration.

The college reserves the right to request relationship documentation and to secure an independent medical examination to verify the need for continued absence and/or prior to returning the employee to regular duty.

19.1.3 Leave Accrual and Usage During Absences

Sick and safe leave will continue to accrue while the faculty member is in a paid leave status for up to 90 days of continuous absence. After 90 days of continued absence, accrual will stop until the faculty member returns to work on a regular and consistent basis. After 90 days of continuous absence due to the faculty member's illness, a faculty member with sufficient leave accrual and appropriate supporting medical documentation, may apply for Departmental Medical leave in accordance with the College's published policy and procedures. Faculty members approved for Departmental Medical Leave may receive payment of wages up to 12 months from the date of their initial absence due to a qualifying event, subject to the availability of accrued leave, and the faculty member's continued ability and intent to return to full-time work. A faculty member who voluntarily elects not to return to work following a period of Departmental Medical Leave will be required to reimburse CCBC from their final paycheck for its share of the medical premiums paid during the departmental leave. In the event an employee's final paycheck is insufficient to fully reimburse CCBC; the remaining amount is still due to the college.

19.1.4 Voluntary Faculty Sick Leave Bank

There will be a Faculty Sick Leave Bank that will be jointly administered by the Union and the College.

Membership in the faculty sick leave bank is open to unit members who have completed one full year of faculty service at the college. Membership is provided only in academic year increments. The Union will solicit faculty members to join the Sick Leave Bank and provide a membership roster with any necessary supporting information to the College by September 15 of each academic year. Once a faculty member joins the bank, membership will be renewed each year unless the faculty member provides notice to the Union by September 1 that they wish to cease membership in the bank. Faculty who cease membership in the bank by providing notice to the Union are ineligible to re-enroll in the future.

Each member will donate 15 hours of sick leave in September and February of each academic year to the sick leave bank, for a total of 30 hours for the academic year. The Union may solicit additional leave donations of any amount, up to 112.5 hours per faculty member, to the sick leave bank by providing a roster and any supporting documentation by January 29, 2027. Donated leave is permanently removed from the faculty member's accrued leave balance and is not refundable.

19.1.4.1 *Voluntary Sick Leave Bank Usage*

A faculty member who is a member of the Sick Leave Bank and who has exhausted their sick leave, as well as all other accrued paid leave, and continues to be unable to work for at least another continuous week, may apply to use leave from the Sick Leave Bank. The faculty member or their family member must have a serious health condition, as defined by

FMLA, that is supported by medical documentation. Leave from the Sick Leave Bank may not be used for intermittent leave.

If the request for leave from the bank is adequately supported and approved by the College, the faculty member will receive paid sick leave as supported by the medical certification for up to 12 calendar weeks per academic year, provided sufficient donated leave is available in the bank. To ensure privacy of the medical information, requests to use leave from the Sick Leave Bank and the accompanying medical documentation should be submitted only to the Human Resources Department.

Faculty members may not use the Sick Leave Bank when other alternatives, such as long-term disability or social security disability, are available and/or more appropriate.

*19.1.4.2 Administration of Sick Leave Bank*

College decisions regarding a faculty member's eligibility to participate in the Sick Leave Bank and use of leave from the Sick Leave Bank, including but not limited to whether sufficient medical documentation has been provided to support a request for leave and the amount of leave approved for individual and concurrent requests, are not subject to the grievance and arbitration process set forth in this Agreement.

*19.1.4.3 Sick Leave Bank Use For Parental Leave*

Until December 31, 2027, the Sick Leave Bank may also be used to extend a faculty member's period of paid leave available for time off for the birth, adoption, or foster care placement of a child to bond with the child. Four weeks is the maximum amount of Sick Leave Bank leave that may be used for this purpose, provided sufficient donated leave is available in the bank. Sick Leave Bank leave used for parental bonding leave may not be used intermittently and must be used immediately following exhaustion of the faculty member's own accrued paid leave. If the Maryland Time to Care Act is not implemented by January 1, 2028, the parties agree to meet and confer about potential interim solutions to support faculty and their families.

**19.1.5 Personal Business Leave**

At the beginning of each fiscal year, faculty members will be provided with four (4) days to use for personal matters or emergencies that need to be handled during normal working hours. Personal Business leave may be taken in half or whole-day increments by both 10 and 12 month faculty.

Personal business leave must be requested 24 hours in advance whenever possible. If an emergency occurs, the employee should notify their supervisor as soon as practicable. Personal business leave cannot be used either before or after a holiday or before or after a vacation to extend it. Usage of personal business leave must be reported in accordance with section 19.4 of this article: Reporting Leave Usage.

Personal business leave not used during the fiscal year will be converted to sick leave and added to the faculty member's sick leave balance in the next fiscal year. Upon termination of employment, any unused personal business days will be forfeited.

#### 19.1.6 Vacation Leave

Faculty members with a 12-month appointment will accrue vacation hours each pay period prorated to accrue 150 hours (20 days) per fiscal year. Faculty members with a 10-month appointment do not accrue vacation.

##### *19.1.6.1 Vacation Leave Accrual*

12-month faculty begin accruing vacation time as of their first day of employment. Faculty who are in pay status for any part of a pay period will accrue the full entitlement of vacation hours for the pay period. Vacation hours do not accrue for faculty members who are in an unpaid status for a full pay period. Employees who are on paid sick and safe leave, including sick bank leave, for more than 90 consecutive calendar days will cease to accrue vacation hours.

##### *19.1.6.2 Vacation Leave Usage*

Since continuity of the students' instructional experience is important, faculty should endeavor to use vacation leave during periods between semesters and other times with a lesser impact on student learning. Usage of vacation leave must be requested and approved in advance by the faculty member's immediate supervisor. Multiple-day vacations should be requested at least 10 working days in advance. Usage of vacation leave must be reported in accordance with section 19.4 of this article: Reporting Leave Usage.

##### *19.1.6.3 Unused Vacation Leave Rollover*

A maximum of 300 hours of unused accrued vacation leave may be carried forward into the new fiscal year. Any unused vacation leave over the maximum carryover amount will be forfeited.

##### *19.1.6.4 Unused Vacation Leave Payout*

12-month faculty members who are in good standing upon separation from CCBC are eligible to receive payment for unused but accrued vacation leave up to a maximum of 300 hours' accrual provided that all college property has been returned and there is no bona fide indebtedness to CCBC. A faculty member who is terminated for cause, which does not include an employee whose contract has not been renewed, will not be paid for unused vacation upon separation. A faculty member who resigns without at least thirty (30) days notice will not be paid for unused vacation upon separation. In rare cases, the president, in their sole discretion, may approve the vacation payout for an employee who is unable to provide the required notice due to extenuating circumstances. The payout of vacation leave is considered wages.

**19.1.7 Paid Holidays**

CCBC provides at least 12 paid holidays to employees, as noted in the Operating Calendar prepared by the President and provided to the Board of Trustees. Faculty members are entitled to paid holidays that occur during their 10-month or 12-month contract year. A faculty member must have been in pay status on the last scheduled workday before and on the first scheduled workday after the holiday to be paid for the holiday.

**19.1.8 Bereavement Leave**

Faculty members experiencing a death in their immediate family are entitled to a maximum of five workdays off to attend the funeral/memorial service or handle family matters. The bereavement leave need not be on consecutive days. Bereavement leave must be used within 90 days of the death unless the immediate supervisor specifically approves the usage after 90 days, but before one calendar year of the death due to unusual circumstances. Immediate family is defined as a child (natural, adoptive, or step), parent (natural, adoptive, step or in-law), spouse/domestic partner, sibling, grandparent, grandchild, great-grandparent, child-in-law, step-sibling, and consistent member of the immediate household where they exclusively lived.

In the event of the death of a close relative, a faculty member will be granted one workday leave of absence with pay to attend the funeral or memorial service. Aunt, uncle, niece, nephew, first cousin, sibling-in-law, and grandparent-in-law are considered close relatives.

Employees must notify their immediate supervisor as soon as possible of the need for leave. Usage of bereavement leave must be reported in accordance with section 19.4 of this article: Reporting Leave Usage.

**19.1.9 Commencement or Doctoral Degree Examination Leave**

Faculty members will be granted one day of leave to attend their own college commencement and/or to complete college comprehensive examinations if these events fall on a normal workday. The day will not be charged to any other category of leave.

Faculty must notify their supervisors in writing at least two weeks in advance of the commencement activities or examinations to obtain approval for the leave. Usage of commencement leave must be reported in accordance with section 19.4 of this article: Reporting Leave Usage.

**19.1.10 Religious Holiday/Observance Leave**

Due to religious diversity among faculty members, CCBC provides faculty members with two days of leave per year for official religious holidays and/or observances, which occur when the college is open. Faculty must notify their supervisor at least one week in advance to obtain approval for the leave. Usage of religious holiday leave must be reported in accordance with section 19.4 of this article: Reporting Leave Usage.

19.1.11 Parental Leave

Faculty who use FMLA leave for bonding in connection with the birth, adoption, or foster placement of a child will, until January 1, 2028, be required to use their available paid leave before using leave without pay. When faculty members become eligible to receive Family and Medical Leave Insurance (FAMLI) benefits under the Maryland Time to Care Act, a faculty member may request to use their own available paid leave to supplement the FAMLI benefit up to their regular wage. If the Maryland Time to Care Act is not implemented by January 1, 2028, the parties agree to meet and confer about potential interim solutions to support faculty and their families.

19.1.12 Jury Duty and Court Appearances

Jury duty leave is provided to faculty who are called to serve jury duty, grand jury duty, or who are summoned as a court witness (not as a party to the action). Faculty who receive a subpoena or summons should provide a copy to their supervisor immediately so that arrangements can be made to cover their work. Faculty are required to provide supportive documentation from the court to their supervisor to substantiate the duration of their service to the court. Usage of jury duty and court leave must be reported in accordance with section 19.4 of this article: Reporting Leave Usage. Faculty are allowed to retain any monetary payment received for jury/court service.

19.1.13 Sabbatical Leave

Faculty are eligible for Sabbatical Leave in accordance with Article 20 Sabbatical Leave.

19.2 Unpaid Leave

19.2.1 CCBC Medical Leave (Unpaid)

A faculty member who is absent due to their own serious medical condition, is not eligible for Family Medical Leave or Departmental Medical Leave, has no leave accrual or who has exhausted all available leave may be placed on leave without pay for a maximum of three months from the date of initial absence (including any period of FML) subject to the provision of timely and satisfactory medical documentation. A faculty member on unpaid CCBC medical leave must pay the faculty member's portion of their benefits and insurance premiums. Failure to pay on a timely basis will result in loss of coverage. A faculty member who voluntarily elects not to return to work following a period of CCBC medical leave without pay will be required to reimburse CCBC for its share of the medical premiums paid during the period of leave without pay.

19.2.2 Authorized Personal Leave Without Pay

The president in their sole discretion may approve requests for a leave of absence for a period not to exceed twelve (12) months in accordance with the College's published policy and procedures. While considering approval of a leave request, the president will evaluate the length of the leave, the faculty member's length of service at CCBC, the reason for the leave, and the impact upon departmental needs.

Faculty may request leave for personal reasons, including but not limited to education, legal matters, family and personal emergencies, or other unforeseen non-medical needs. (Leaves for the faculty member's medical condition or the medical condition of an immediate family member are addressed by CCBC's policies or the provisions of this Agreement concerning medical leave.) Faculty may not seek or use leave to pursue or engage in other gainful full-time permanent employment except in unusual circumstances disclosed in advance and approved by the president.

**19.2.3 Administrative Leave**

The College may elect to put a faculty member on paid administrative leave pending the outcome of an investigation or disciplinary process as further referenced in Article 5 Just Cause, Progressive Discipline and Discharge.

**19.3 Additional Leaves in Accordance with Local, State and Federal Law**

CCBC faculty are also eligible for leave in accordance with local, state, and federal law, including but not limited to Intermittent Family Medical Leave, Worker's Compensation, Military and First Responder-related Leave. Decisions regarding granting or denying of leave requests pursuant this section are not subject to grievance under this Agreement.

**19.4 Reporting Leaves and Maintaining Leave**

**19.4.1 Reporting Leave Usage**

*19.4.1.1* Faculty must report any leave taken during each pay period following procedures adopted by the College and applicable to all FLSA exempt college employees. If the faculty member is unable to submit their leave usage due to continued absence, the immediate supervisor will submit it on behalf of the faculty member.

*19.4.1.2* Ten-month faculty members who are unable to meet all their obligations for a day must report a full day (7.5 hrs.) of leave. Ten-month faculty members who miss only a portion of their obligations for the day must report a half day (3.75 hrs.) of leave.

*19.4.1.3* Twelve-month faculty who are absent from work due to illness, vacation or personal reasons must report leave. Except as otherwise provided, one (1) hour is the minimum increment of leave that may be taken. Beyond one hour, leave may be reported in additional 30-minute increments to a total of 7.5 hours per work day.

*19.4.1.4* Faculty must report the use of sick and safe leave if they are ill and unable to work on a scheduled work day regardless of whether they have scheduled campus obligations.

*19.4.1.5* If a ten-month faculty member is ill or otherwise unavailable for work during their appointment year they must report the use of sick and safe leave, including during the periods before, between and after the fall and spring semesters. A continuous leave of absence during a faculty member's appointment year does not stop during the periods before, between, or after the fall and spring semesters.

19.4.2 Leave Balance Transparency

The College shall provide a transparent system for viewing leave balances, generally accessible to faculty at any time. In the event of any discrepancy in leave reporting and/or leave balance, the faculty member and their supervisor shall work in collaboration with Human Resources to resolve the matter promptly.

## ARTICLE 20 – SABATTICAL LEAVE

### 20.1 Eligibility

All full-time faculty are eligible to apply for sabbatical leave after they have completed seven (7) consecutive academic years of full-time bargaining unit employment at the College, provided they have not received sabbatical leave and or any “unsatisfactory” annual performance reviews during those seven (7) consecutive academic years.

### 20.2 Purpose

The College acknowledges the value of faculty sabbaticals and will endeavor each year to fund as many meritorious proposals as the College determines in its sole discretion is reasonable within the College’s operational and fiscal resources. To further a faculty member’s personal growth and development in their discipline and/or profession and to advance the College’s mission, a sabbatical leave may be taken for reasons supported and approved by the President of the College that may include, but are not limited to the following reasons:

- a. Advanced Study
- b. Creative Work
- c. Curriculum Development When in Alignment with the College’s Academic Plan
- d. Educational Travel
- e. Industry Experience
- f. Research and/or Publication
- g. Exhibition and/or Performance

### 20.3 Process

Eligible employees seeking sabbatical leave must submit a written application to their Dean by the published fall semester deadline of the academic year preceding the academic year for which the request is made. The application should include the details of the plan for intended use of the sabbatical leave. Sabbatical Applications should demonstrate faculty applicant's intentions to enhance their quality of instruction, positively impact programs and services of the college, and/or earn credentials and develop scholarship relevant to their field.

20.3.1 Each School Dean, in their discretion, shall determine which sabbatical applications from their school are meritorious and should advance to consideration by all the Deans in determining their collective recommendation to the Provost. The group of Deans in their discretion will evaluate and rank all sabbatical proposals previously deemed meritorious by each School Dean. The primary factors in the collective Deans recommendation will be the quality of each proposal and its impact on enhancing quality of instruction, programs and services of the college, and/or the credentials and scholarship of the faculty member. As all the Deans evaluate the proposals forwarded to them by the individual School Deans, they will determine which proposals are deserving of a collective recommendation for funding. Then sabbatical seniority, which is determined by the following factors, in order of operation, will be applied only to those proposals deemed deserving of a collective recommendation for funding.

- a. If the faculty member has previously had a sabbatical
- b. Length of time since the applicant's previous sabbatical
- c. Length of time as full-time faculty
- d. Date of CCBC full-time employment origination
- e. Faculty rank
- f. Years of service in faculty rank

The Deans will present their collective seniority-ranked funding recommended proposals to the Provost.

At least two half-year sabbaticals for bargaining unit faculty members will be approved for each academic year. The total number of half-year sabbaticals in excess of two will be determined by the College in its sole discretion. If the College awards more than two half-year sabbaticals, at least one will be for a bargaining unit member. The number of full-year sabbaticals approved for bargaining unit and non-bargaining unit faculty will be determined by the College in its sole discretion.

Sabbatical proposals recommended by the collective Deans to the Provost will be made available and archived for faculty to review.

20.3.2 A faculty member whose application for sabbatical leave is not accepted for any reason at any stage of the process shall receive a brief written explanation of the reasons as soon as reasonably practicable.

20.3.4 Faculty on sabbatical leave may be approved for a five month sabbatical for 10-month employees or six month sabbatical for 12-month employees at full pay ("half-year sabbatical"), or a ten month sabbatical for 10-month employees or twelve month sabbatical for 12-month employees at half-pay ("full-year sabbatical"), depending on the approved plan, as well as all benefits which accrue during that period.

20.3.5 Faculty for whom sabbatical leave is granted are required, as condition of granting the leave, to return to the service of the College for at least one (1) academic year following the expiration of the leave.

20.3.6 Faculty members may not seek or take sabbatical leave to pursue or accept other gainful employment except in circumstances disclosed in advance and approved by the College as part of the sabbatical plan.

#### 20.4 Expectations

At the conclusion of the sabbatical leave, the faculty member shall have completed the approved plan and submit a written report identifying the faculty member's activities and accomplishments that met or built upon the objectives stated in the original sabbatical plan, how the sabbatical promoted the faculty member's personal growth and development in their discipline and/or profession, and how the sabbatical advanced the College's mission. The written report shall be submitted to the appropriate Dean within the first 30 days of the semester following the faculty member's sabbatical leave.

In addition, the faculty member may be required to make up to three (3) presentations on their activities and accomplishments during the sabbatical and how those activities and

accomplishments relate to the College's mission. The presentations shall be made at events such as a Department meeting, a Board of Trustees meeting and College professional development events or school events, as determined by the appropriate Dean after consulting with the faculty member.

## ARTICLE 21 – SALARIES AND COMPENSATION

### 21.1 Annual Salaries

A faculty member's regular rate of pay is based on a 10 or 12 month appointment, the faculty member's academic rank and the faculty member's step on the salary scale. Appendix A is the faculty salary scale effective from contract ratification until December 31, 2026. Appendix B is the faculty salary scale effective January 1, 2027. The Appendix B faculty salary scale will only be adjusted during the term of this agreement if and when other non-bargaining unit employees receive a cost-of-living adjustment.

Initial placement on the salary scale for newly hired faculty shall be determined by the College based on its sole judgement of the applicant's education and experience.

### 21.2 Step Adjustments and Longevity Bonuses

Faculty members must have been recommended for a step by their supervisor, dean and vice-president during the annual evaluation process to be eligible for a step increase or longevity bonus.

Except as otherwise provided, each faculty member who is not at the maximum step for their grade, shall be eligible for a step increase on July 1 for faculty with 12-month appointments and August 15 for faculty with 10-month appointments. An employee at the maximum step of the salary scale is not eligible for a step increase. If such a faculty member is recommended for a step increase as part of their evaluation, they will receive a longevity bonus of \$1,600 at the beginning of their 10 or 12-month appointment year.

Generally, faculty must have worked half of the calendar year evaluation period to be eligible for a step increase/longevity bonus.

- a. Continuing 12-month faculty members must have worked at least six months of the calendar year evaluation period to be eligible for a step increase.
- b. Newly employed 10- or 12-month faculty who are employed and working by August 31 will be eligible for a step increase at the beginning of the next appointment year.
- c. During the 12 month evaluation year, faculty who were on approved FMLA, military or job injury leave (workers compensation) will be eligible for a step increase/longevity bonus provided they properly participated in the annual evaluation process and were recommended for a step increase. Faculty who were on other leave including departmental medical leave, CCBC medical leave, parental leave, and authorized personal leave without pay for three months or more will not be eligible for a step increase.

### 21.3 Supplemental Pay

Except as otherwise provided, faculty members shall be paid the following supplemental rates for (1) overload courses in the fall or spring terms, (2) winter term courses, (3) summer teaching by 10-month faculty in excess of 3 TLH, (4) summer overload for 12-month faculty, and (5) reassigned time beyond minimum TLH workload.

|                                                                                 | Faculty with zero to<br>three (3) years of<br>employment in the<br>unit | Faculty with three<br>(3) to six (6) years<br>of employment in<br>the unit | Faculty with over<br>six (6) years of<br>employment in<br>the unit. |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------|
| Supplemental rates effective from contract ratification through August 14, 2026 |                                                                         |                                                                            |                                                                     |
| Rate per TLH                                                                    | \$1,110                                                                 | \$1,160                                                                    | \$1,230                                                             |
| Hourly rate                                                                     | \$74.00                                                                 | \$77.33                                                                    | \$82.00                                                             |
| Supplemental rates effective from August 15, 2026 through December 31, 2026     |                                                                         |                                                                            |                                                                     |
| Rate per TLH                                                                    | \$1,135                                                                 | \$1,185                                                                    | \$1,255                                                             |
| Hourly rate                                                                     | \$75.67                                                                 | \$79.00                                                                    | \$83.67                                                             |
| Supplemental rates effective from January 1, 2027 through August 14, 2027       |                                                                         |                                                                            |                                                                     |
| Rate per TLH                                                                    | \$1,160                                                                 | \$1,210                                                                    | \$1,280                                                             |
| Hourly rate                                                                     | \$77.33                                                                 | \$80.67                                                                    | \$85.33                                                             |
| Supplemental rates effective from August 15, 2027 through August 14, 2028       |                                                                         |                                                                            |                                                                     |
| Rate per TLH                                                                    | \$1,180                                                                 | \$1,230                                                                    | \$1,300                                                             |
| Hourly rate                                                                     | \$78.67                                                                 | \$82.00                                                                    | \$86.67                                                             |
| Supplemental rates effective from August 15, 2028 through August 14, 2029       |                                                                         |                                                                            |                                                                     |
| Rate per TLH                                                                    | \$1,195                                                                 | \$1,245                                                                    | \$1,315                                                             |
| Hourly rate                                                                     | \$79.67                                                                 | \$83.00                                                                    | \$87.67                                                             |

Supplemental pay rates that begin on August 15 apply to credit courses recorded in the fall semester even if the course start date precedes August 15. Supplemental pay rates that begin on January 1 apply to credit courses recorded in the winter semester even if the course start date precedes January 1.

Clinical hours and music private lessons will be paid the hourly rates that are derived from supplemental rates. Faculty members will continue to be paid using alternate TLH calculations as determined and published by the College for courses with combined lectures/separate labs, recitation hours and double sections.

If the College offers reassigned time or a supplemental assignment with a TLH equivalent, the faculty member will be paid the noted supplemental rates. In its sole discretion, the College may also offer supplemental assignments for a stipend paid to faculty members. The amount of the stipend will be determined by the College and known to the faculty member before acceptance of the assignment.

## 21.4 Summer Pay

### 21.4.1 Summer, 2026 term

Ten month faculty hired before July 1, 2023 will receive a rate per TLH that is equivalent to one-fiftieth (1/50<sup>th</sup>) of their annual salary as of January 1, 2026 for the first three (3) TLH taught during the summer term. All additional TLH taught

will be paid at the supplemental rate corresponding to the faculty member's years of employment in the unit.

Ten-month faculty hired after July 1, 2023, and 12-month faculty teaching summer overload will receive the supplemental rate corresponding to the faculty member's years of employment in the unit.

**21.4.2 Summer, 2027, Summer 2028 and Summer, 2029 terms**

Ten-month faculty hired before July 1, 2026, will receive a rate per TLH that is equivalent to one-fiftieth (1/50<sup>th</sup>) of their annual salary as of the immediately preceding May 1 for the first three (3) TLH taught during the summer term. All additional TLH taught will be paid at the supplemental rate corresponding to the faculty member's years of employment in the unit.

Twelve-month faculty teaching summer overload will receive the supplemental rate corresponding to the faculty member's years of employment in the unit.

Ten-month faculty hired after July 1, 2026, will receive a supplemental rate of \$1,400 per TLH.

All ten-month faculty teaching in the summer term must perform 10 hours of approved college service during the term.

**21.5 Substitute Pay**

Faculty are expected to provide occasional class coverage as substitutes to their departmental colleagues as part of their professional assignment. Otherwise, faculty who substitute will be paid the hourly supplemental rate.

**21.6 Promotion Related Salary Increases**

Faculty approved for promotion in rank shall move to the new rank on the salary scale on July 1 if they have a 12 month appointment and on August 15 if they have a 10 month appointment. The faculty member's step placement on the new pay grade will be reduced by one from their step placement at their previous rank. Promoted faculty are also eligible for a step increase based on their annual evaluation.

**21.7 Continuing Education or Non-Credit Courses**

When continuing education courses are taught as part of a faculty member's required load, no additional compensation shall be paid.

When continuing education courses are taught in addition to a faculty member's required workload, compensation rates shall be determined by the college.

**21.8 Miscellaneous Compensation**

Both 10- and 12-month faculty in the unit are eligible for any CCBC funded grants, awards, or stipends.

**21.9 Payment Procedures**

Compensation shall be paid biweekly.

10-month faculty may elect to receive their annual salary in twenty-six (26) installments instead of twenty (20) installments. 10-month faculty who wish to exercise this option must provide a written request to the Payroll Department by August 1 preceding the academic year in which the installments will be paid.

Once elected, this payment schedule shall continue from year to year unless the faculty member provides written notice to the Payroll Department by a subsequent August 1. Changes shall take effect the next academic year, and mid-year changes shall not be permitted.

Full-time faculty hired mid-year shall be paid consistently within their appointment term during their first year.

## ARTICLE 22 – BENEFITS

### 22.1. Preamble

The College recognizes that offering a comprehensive benefits package is important for the health and welfare of CCBC faculty and is an integral part of a competitive compensation package.

### 22.2 Group Health, Life, Disability, Vision and Dental Plans Package

The College will provide faculty with a package consisting of group health (medical and prescription), life, long-term disability, and dental coverage (hereinafter referred to as the "Group Insurance Package") providing coverage identical to the Group Insurance Package CCBC provides for all full-time non-bargaining unit employees.

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

#### 22.2.1 Premium Contributions

Generally, premiums are calculated and paid on a calendar year basis. For calendar years, faculty members will pay a proportionate share of premiums for their own and dependent health coverage that equals 25% of PPO premiums and 15% of HMO premiums for health (medical and prescription coverage) with the college paying the remainder. Faculty members will pay 33% of dental insurance premiums for themselves and their dependents with the college paying the remainder. Faculty members will pay 15% of vision insurance premium with the college paying the remainder. Faculty members will pay 10% of the premium for the first \$50,000 of basic life insurance and 100% of the premium for values above \$50,000. All other insurance plans are provided with the employee paying the entire premium.

#### 22.2.2 Insurance For Eligible Dependents

Faculty eligible for benefit coverage will pay the same contribution rate for dependent coverage as for employee coverage for each year during this Agreement. Eligible dependents for health, dental, and vision insurance include the faculty member's spouse (a person to whom the employee is legally married), domestic partner (a person with whom the employee shares a committed relationship, residence, and personal finances in accordance with the college's regulations), and children (biological, adopted, step, and legal dependents up to age 26 regardless of student, financial, and marital status). So long as it is permitted by federal law, coverage for a dependent child will terminate at the end of the month in which the child turns age 26, unless the adult child is disabled prior to turning 26.

**22.2.3 Mental Health Benefits**

Each of the medical plans will provide mental health coverage to assist faculty members and their family members who suffer from emotional, drug/alcohol abuse or other mental health problems.

**22.2.4 Enrollment Processes**

New elections or changes to a faculty member's current medical, dental, vision, and other insurance coverage must be made during an open enrollment period of at least 14 days.

In addition to changes made during open enrollment periods, faculty members can revise insurance elections due to life changes or events as governed by federal law. To change the level of coverage, faculty members must notify Human Resources and provide proper documentation within 30 days of the effective date of the life change or event.

**22.3 Retirement Benefits**

**22.3.1 Primary Retirement Plans**

Faculty who are eligible for the state retirement system may choose from the options determined by the Maryland State Retirement and Pension System (MSRPS) upon hire.

**22.3.2 Supplemental Retirement Plans**

The college shall provide access to a supplemental retirement 403(b) plan and a deferred compensation 457(b) plan. Contributions to the plans are voluntary and paid entirely by the faculty member.

**22.3.3 Retiree Health Insurance (Access and Subsidies)**

Faculty members who retire from the college shall be eligible to continue to participate in CCBC's group medical insurance plans for retirees provided that (1) the faculty member is eligible for and receives retirement benefits immediately after CCBC employment, (2) the faculty member and their eligible dependents are enrolled in the college's plans immediately prior to retirement and (3) the retiree maintains enrollment in at least health (medical and prescription) insurance during retirement. The college will subsidize the premium costs for retiring faculty at the same rate as all other similarly situated retired employees.

**22.4 Supplemental Benefits**

Except as otherwise modified by this Agreement, eligible faculty members can access all of the Community College of Baltimore County insurance and welfare offerings provided to other college employees, including those that may be added during the term of this Agreement and in accordance with Maryland and federal law. Faculty may participate on the same basis as the other College employees. Those plans/policies include but are not limited to:

- Basic Life and Accidental Death and Dismemberment Insurance (AD&D);
- Supplemental or Whole Life Insurance);
- Long-term Disability Insurance;

- Flexible Spending Accounts
- Employee Assistance Program;
- Pre-Paid Legal Services

## 22.5 Tuition Benefits

### 22.5.1 Eligibility for CCBC Courses

Faculty with at least one year of service and their family members are eligible for CCBC tuition waiver/reimbursement in accordance with this Article. Eligible faculty may enroll during non-working hours in any CCBC credit or noncredit class that has a minimum of 10 regularly enrolled students on a tuition-free basis. They will be charged for applicable fees and materials. Faculty may not receive financial aid for these courses.

A faculty member's spouse/domestic partner and eligible dependents may receive tuition reimbursement for CCBC courses in accordance with college policies.

### 22.5.2 Eligibility For Courses At Other College And Universities

Faculty may enroll in courses at other accredited colleges and universities and receive tuition reimbursement upon successful completion. Faculty members become eligible for this benefit after completion of one year of CCBC full-time employment. Faculty members are required to request and obtain pre-approval of the coursework from their immediate supervisor and appropriate dean/vice president.

Beginning July 1, 2026, tuition will be reimbursed at the rate of up to \$375 per undergraduate credit and up to \$550 per graduate credit. Beginning July 1, 2028, tuition will be reimbursed at the rate of up to \$400 per undergraduate credit and up to \$600 per graduate credit.

Reimbursement will be the amount required after deduction of scholarships, financial aid and any other payments to the faculty toward tuition that is necessary to make the faculty whole, provided that CCBC will not pay more per credit than the amounts set forth in this subsection.

If a faculty member voluntarily separates from employment or is terminated for cause, the faculty member shall repay to the College the amount of any tuition reimbursement(s) they received in the 12 months prior to the separation or termination.

The College may, at its discretion, raise the reimbursable rate over the course of this agreement.

## 22.6 Travel Funds

The College will fund up to \$2,600 for a faculty member to attend or present at up to two approved conference(s) for professional development relevant to their field every two fiscal years. In addition, the College will fund up to \$250 for a faculty member to attend or present at one approved local conference each fiscal year. The college may, in its sole discretion, provide travel funds more often than bi-annually for faculty who must attend an annual meeting/conference for their accredited program; faculty who are officers of

national professional organizations, faculty who are accompanying students to a conference, and faculty who must travel to receive specialized training required to perform their job. In its sole discretion, the college may also fund a faculty member to attend a conference to promote a college-wide initiative.

Faculty shall submit a Travel Authorization request to their supervisor, for approval. The request for travel funds must also be supported and approved by the dean and Provost & Vice President of Academic and Student Affairs in order to use funds for professional development.

**22.7 Maintenance of Required Licensure and Certification**

Faculty who are required to maintain certification or licensure in their field as a condition of employment shall be reimbursed by the College for the cost of maintaining their certification or licensure. Upon completion of the required certification or licensure, the faculty member shall provide proof of successful completion and be reimbursed.

**22.8 Maintenance of Benefits**

The College shall provide faculty with the identical Group Insurance Package that it provides to all of the College's full-time, non-bargaining unit employees. If premium contributions or any part them are not approved and funded by Baltimore County in any year of this Agreement in a manner that the College determines does not allow it to meet the provisions of this Agreement, the College shall notify the Union and the parties shall promptly meet and negotiate in good faith to reach an agreement that can be implemented within the revenue approved and funded by the County.

The College also shall maintain supplemental benefits set forth herein that are substantially equivalent in overall value to those in effect at the execution of this Agreement. The College shall provide at least thirty (30) calendar days' notice, or as much notice as practicable, of any materially adverse change, amendment, modification, or discontinuance of any supplemental benefit(s). Upon the request of the Union, the College and Union shall meet to bargain the effects of any such change, amendment, modification, or discontinuation on full-time faculty, provided that this requirement shall not apply to the primary retirement benefits described in Section 22.3.1 of this Article.

## **ARTICLE 23 – FACULTY EMERITI**

### **23.1 Eligibility**

Emeritus status can be conferred on retired faculty or those retiring as of June 30 of the academic year. This honor is given in recognition of outstanding scholarship, exemplary service to the College, and/or work with students. Candidates must meet the following criteria (the criteria include and pertain to service on any of the three campuses of CCBC before the merger):

- A. The candidate must have a minimum length of service with the Community College of Baltimore County of no less than 20 years of full-time service.
- B. The candidate must have had a distinguished career at the college, one which has been deemed outstanding when compared to other employees with similar career requirements. Their contributions must have helped to improve the strength, growth and integrity of the college.
- C. The candidate must be retiring from or have retired from a full-time faculty position.

The rank of Faculty Emeritus may be awarded posthumously using the eligibility criteria above and the processes below.

### **23.2 Annual Process**

The College will establish and publish procedures for nomination, selection, and approval of Emeritus status.

### **23.3 Faculty Emeritus Benefits and Privileges**

Faculty Emeriti will have all the benefits and privileges retired faculty have in this Agreement and under College policy. Emeritus faculty maintain their pre-retirement college title, with the designation “emeritus,” and will be granted additional benefits determined from time to time by the College and identified in Board policy.

## **ARTICLE 24 - UNION RIGHTS**

To perform its duties as the exclusive bargaining agent of the faculty, the Union shall be accorded the following rights and privileges.

### **24.1 Agreement**

The Union retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, except as limited by this Agreement. The College agrees not to enter into any agreement or understanding with the bargaining unit faculty members, individually or collectively, that conflicts with the terms and provisions of this Agreement provided that nothing prohibits the College from entering into a mutual agreement with the union about the administration or interpretation of this Agreement.

### **24.2 Union Meetings or Events**

#### **24.2.1 General Membership Union meetings or events**

With forty-eight (48) hours' notice to the College, the Union may schedule general membership Union meetings or events during normal College operating hours, provided that the College has not scheduled college, school or departmental meetings where faculty are expected to attend at the same time. Faculty may not miss classes, office hours or other college, school or departmental meetings to attend a Union meeting. After a general membership Union meeting or event has been scheduled, the College will try to avoid scheduling new faculty college, school or departmental meetings at the same time.

#### **24.2.3 Use of College Facilities**

The Union shall have the ability to use available College facilities for CCBC Union meetings without charge provided that they are available and reserved, on a timely basis, through normal College procedures.

### **24.3 Union Communications**

#### **24.3.1 College Services**

The Union may use the College's phones (local and domestic long distance only), interoffice mail, email service, and faculty mailboxes, to communicate with bargaining unit members. Illustrative examples of such communication include collective bargaining, including the administration of collective bargaining agreements; the investigation of grievances or other disputes relating to employment relations; and matters involving the governance, activities, and business of the Union.

#### **24.3.2 Access to Member Lists**

By September 15 of each academic year, the College shall provide to the Union, in a searchable, sortable electronic format, the names, home addresses and work office locations, home and worksite telephone numbers, and work email addresses and school and department of all bargaining unit members. The Union will keep this information confidential to only be used for purposes permitted under Maryland law. Information provided for dues deduction reconciliation under article 25 shall

meet the requirement for the College to provide the Union with this information on all bargaining unit employees every 90 days.

**24.3.3 Copying and Printing**

The Union may copy or print documents using College printers, multifunctional devices or in the College Print Shops. The Union must pay for prints/copies by either using a pre-paid one-card or through a college invoice.

**24.3.4 Faculty Office Postings**

Faculty may post union notices about upcoming meetings, events, agendas and minutes on or near their office door provided that it is not obscene, hateful or personally disparaging.

**24.4 Office Space and Internet Service**

Faculty members who are shop stewards or union officers may complete Union work in the office assigned to them for their faculty position. Faculty stewards and officers may use the College's internet service to connect to Union-owned resources on the web or in the cloud.

**24.5 Faculty Calendar**

The Union shall be permitted to list meetings and events on internal employee-focused platforms where faculty may post other employee meetings and events.

**24.6 New Faculty Onboarding**

**24.6.1 Onboarding access**

The college will provide at least ten (10) calendar days advance notice of new employee orientation sessions that include newly hired faculty members. In unforeseeable situations where new employee orientation sessions, including newly hired faculty, must be scheduled in less than 10 calendar days, the College will promptly notify the Union. During the orientation activities, the College will designate private time for the Union to meet with newly hired faculty who are attending that new hire orientation. No other universal new hire programming will be scheduled during such time.

**24.6.2 Notification to the Union of the New Hire**

The College shall notify the Union, in writing, of a new faculty member's name, home address and work office location, home and worksite telephone numbers, and work email address and school and department within ten (10) business days of their start date. The Union will keep this information confidential to only be used for purposes permitted under Maryland law.

**24.7 Time for Union Officers**

Faculty members who are shop stewards or union officers may complete Union work during normal business hours, provided however that they must complete all of the duties of a faculty member in their academic rank. The College will endeavor to schedule joint labor management meetings in consideration of faculty members' schedule. The College may, in its discretion, provide a substitute or permit an occasional change in the faculty member's assignment to assure availability for a particular meeting or event.

Upon Union request, the College will grant the Union up to three (3) TLH of reassigned time each in the Fall semester and Spring semester to be provided to one union-designated faculty member for the purpose of attending to Union matters related to the College. Each year, the Union shall reimburse the College for the requested TLH up to six (6) TLH of supplemental pay at the pay level for three to six years of employment in the unit.

Faculty members may use their personal business leave for Union business.

The Union shall inform the College of the names of faculty members with Union service roles, and the requested reassigned TLH as early as is practicable prior to the beginning of the semester

## 24.8 Union Service as a College Service

### 24.8.1 Union Officers

As provided, up to five (5) faculty members serving in elected union positions may include union activities toward fulfillment of annual college service requirements and report such activities as service in their evaluation. Union officers, who are not receiving union-paid reassigned time, may document up to 20 hours per year participating in regularly scheduled and documented meetings of the Union such as executive or chapter leadership board, steward's council, or standing committees.

### 24.8.2 Accommodations for Bargaining Team Members

In each academic year when this Agreement is scheduled for renegotiation, the College agrees to meet with the Union to discuss scheduling accommodations for designated members of the Union's bargaining team. The College, at its discretion, may make reassigned time available and/or make adjustments to scheduled duties of team members. The College, at its discretion, may permit faculty bargaining team members to report bargaining team activities as college service in the faculty member's annual evaluation.

## ARTICLE 25 – DUES DEDUCTION

### 25.1 Dues Deduction

During the term of this Agreement, faculty shall have the right to voluntarily request and be granted payroll check-off for dues to be paid to the Union, as well as voluntary contributions to the political action funds of the AFT-AAUP. Upon receipt by the payroll department, from the Union, of a faculty member's properly executed authorization form for payroll deduction, the College agrees to deduct, in relatively equal biweekly installments, the amount that the faculty has agreed to pay to the Union during the period provided for in the authorization. Deductions for contributions to the political action funds of the AFT-AAUP shall require written authorization separate from the check-off for dues. The College will remit deducted amounts to the Union within thirty (30) days from the end of the payroll period covered by the paycheck from which the deduction is made. The amount of the dues deduction will be communicated by the Union to the College by August 15 of each year.

### 25.2 Revoking Dues Deduction

A union member's payroll deduction authorization shall remain in effect until expressly revoked in writing by the union member in accordance with the terms of the authorization. When it is determined by the Union that a union member's payroll dues deductions should cease, the Union shall be responsible for notifying the College. When it is determined by the College that a union member's payroll dues deductions should cease due to a change in the member's employment or employment status, the College shall be responsible for notifying the Union. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll deduction. The College shall rely on the information provided by the Union to cancel or change authorizations, provided the Union shall provide the College with written notices of cancellations or changes in payroll deduction authorizations, signed by the faculty member, within fourteen (14) days of receipt of such cancellation or change from a faculty member noting the effective date of the cessation of such deduction. If it is not practicable for the College to cancel or modify a payroll deduction by the cessation date specified in the notice during the normal course of its payroll cycle, the Union assumes responsibility for any refunds due to the faculty member.

### 25.3 Lists

The College shall send a spreadsheet in a digital format to the Union with the names and identification numbers of bargaining unit members for whom payroll Union dues deductions are made. The list shall be sent to the Union within thirty (30) days of the end of each payroll period.

### 25.4 Indemnification

The Union agrees to indemnify, defend, and hold harmless the College, its Board of Trustees, agents, personnel, and students (collectively, "Indemnitees"), from and against any and all claims, grievances, arbitrations, awards, actions, suits, judgments, attachments, and other forms of loss or legal liability (collectively, "Claims") if a Claim is made by a current or former faculty member and arises out of or relates to any action taken or not

taken by the College to comply with this Article. If a current or former faculty member brings legal action against any of the Indemnitees in a court or administrative agency because of the College's compliance with this Article, the Union agrees to defend such action, at its own expense, using its own counsel, reasonably acceptable to the College, provided that the College gives prompt reasonable notice of such a Claim in writing to the Union within thirty (30) days of the appropriate College official receiving actual notice of the Claim; provided, however, that if such notice is not given or is delayed and the Union is not actually prejudiced thereby, the College's rights under this Section shall not be affected. The College will consent to a Union request or motion to intervene as a party, and shall give full and complete reasonable cooperation, at the Union's expense, to the Union throughout the legal proceeding, including any appeal. The Union has the right to control litigation strategies and decisions and determine, after consultation with the College, whether any action or proceeding referred to above shall or shall not be compromised, defended, tried, or appealed. The Union assumes full responsibility for the disposition of monies deducted under this Article 25 as soon as they have been remitted by the College to the Union.

## **ARTICLE 26 – PERSONNEL FILES**

### **26.1 Personnel File Contents**

The contents of a faculty member's personnel file may contain all relevant information about the member and their employment.

### **26.2 Notification**

If the College intends to use documentation from a faculty member's personnel file in a disciplinary action, the College will determine whether the faculty member was a prior party to the documentation. If the faculty member was not a prior party, the College will provide a copy of the documentation to the faculty member and afford them an opportunity, to respond to the material prior to the College taking disciplinary action.

### **26.3 Access to Personnel Files**

Upon written request, a faculty member has the right to examine their personnel file, in the presence of a college representative, at a mutually agreeable time during normal business hours,. A faculty member may request, and will be provided, a copy of all materials in their personnel file.

#### **26.3.1 Union Examination of Personnel Files**

A designated representative of the Union may examine the personnel file of a faculty member, in the presence of a college representative, at a mutually agreeable time provided that (1) such faculty member has provided written authorization to the Union for the file examination and (2) the examination relates to a grievance filed by that faculty member or disciplinary action against that faculty member. This does not limit the Union's contractual and statutory rights to request information relevant to representing faculty members and enforce this Agreement. Nor does it limit the Union's right to request relevant information for bargaining subsequent contracts.

#### **26.3.2 Limitations**

Access to personnel files does not include access to records that were obtained by CCBC as a result of legal action between CCBC and the employee. Unless directly pertinent to a grievance or discipline, access to personnel files does not include access to letters of reference for the employee that were submitted to CCBC in confidence; or test documents, or portions thereof, that have been used in the recruitment and selection process.

## **ARTICLE 27 – HEALTH AND SAFETY**

### **27.1 Preamble**

The College and the Union share an interest in maintaining a safe and healthy working environment. The parties shall encourage faculty to work in a safe manner and to cooperate in maintaining College rules, policies, and procedures relating to safety and health.

### **27.2 Faculty Offices**

Faculty whose assigned offices are deemed environmentally unsafe by the college or by a code official, or who are displaced as a result of a catastrophic event, will be assigned another on-campus workspace provided other safe, usable space exists.

### **27.3 College Equipment**

Faculty should not remove college equipment from college premises except for assigned laptop computers. If the College President mandates remote work due to a health or safety emergency, the College will establish a process for faculty to access or take home necessary technology and support equipment as operationally feasible.

### **27.4 Potentially Dangerous Student Behavior**

The College will instruct the Office of Student Conduct to respond within a reasonable timeframe to a faculty member's request for information concerning a student's ability to attend classes and/or be present on campus after that faculty member has reported potentially dangerous student behavior.

### **27.5 Training**

The College conducts annual training, pursuant to Environmental Protection Agency and Maryland Department of the Environment requirements, for individuals to be responsible for the identification and handling of universal and hazardous waste in accordance with the Resource Conservation and Recovery Act. Each year the college will provide the Union with the list of college employees who have taken the training.

### **27.6 Safety Data Sheets**

The parties share a commitment to health and safety and agree that faculty members should have information about hazardous chemicals known to be present in their workplace and have access to Safety Data Sheets ("SDS"). The parties agree to work collaboratively towards these objectives as the college transitions from a paper-based to a digital SDS system.

### **27.7 No Retaliation**

There shall be no retaliation against a faculty member who in good faith reports any unsafe work condition to the college or exercises their rights under this Article or applicable health and safety laws.

### **27.8 Labor Management Committee**

Health and safety issues may be included in any agenda of the Labor Management Committee created pursuant to this Agreement.

## **ARTICLE 28 - REASONABLE ACCOMMODATION**

### **28.1 Commitment**

CCBC and the Union are committed to complying with the Americans with Disabilities Amendment Act, and all other applicable federal and state laws, to ensure equal access to employment opportunities for qualified applicants and employees with disabilities. A qualified individual with a disability is anyone who has the skills, experience and education required for the position and who can perform the job's essential functions, with or without reasonable accommodation. CCBC is committed to making reasonable accommodations (such as reasonable changes in the work environment or in the manner in which duties are performed) for qualified individuals with a disability, unless doing so would present an undue hardship to the college.

### **28.2 Accommodation Requests**

Faculty have the right to request an accommodation(s) in accordance with state and federal laws pursuant to the policies and procedures of the College. The college will provide a written response to a request for reasonable accommodations.

### **28.3 Confidentiality**

Medical details disclosed as part of an accommodation request shall be treated confidentially to the extent possible. The parties acknowledge that the College will disclose medical details to management personnel to facilitate the determination or implementation of reasonable accommodations.

### **28.4 Disability Discrimination Complaints**

Alleged violations of this article are not subject to the grievance process set forth in Article 4. Faculty who believe they have been denied reasonable accommodations, or that there has been a violation of this article in connection with their request for accommodations, have the right to file a complaint in accordance with Article 3.3 (Discrimination and Harassment Complaints).

## **ARTICLE 29 – JOINT LABOR MANAGEMENT COMMITTEE**

### **29.1 Purpose**

To foster cooperative and collaborative labor relations between the College and the Union and to attempt to resolve matters that affect bargaining unit employees, a Labor-Management Committee shall be established to discuss contract administration, interpretation and any related issues that may arise during the term of this Agreement. This committee shall not supplant the collective bargaining process or the grievance and arbitration provision of this Agreement.

### **29.2 Composition of the Committee**

The committee shall include up to four (4) representatives designated by the College and up to four (4) representatives designated by the Union.

### **29.3 Meetings**

The meetings shall be held at a mutually agreed upon time and location. The committee shall meet at least two times in the Fall semester and two times in the Spring semester, unless otherwise mutually agreed. The Union and the College shall exchange proposed agenda items at least two weeks prior to each meeting.

## **ARTICLE 30 – NO STRIKE / NO LOCKOUT**

### **30.1 No Strikes**

Neither the Union, its officers, agents, or representatives, nor any faculty members, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone a strike at the Community College of Baltimore County.

### **30.2 Enforcement of No Strike Pledge**

In the event of a strike in violation of Section 30.1 of this Article, the College may immediately pursue all legal and equitable remedies in any court of competent jurisdiction. Any faculty member who engages in activity that violates Section 30.1 of this Article shall be subject to discharge.

### **30.3 No Lockouts**

The College shall not lock out faculty members. An alleged violation of section 30.3 shall be subject to Article 4 (Grievance Procedures). A finding that there was a violation shall subject the College to being required to pay any back wages and restore lost benefits that may be due to those employees locked out for the period of the lockout.

## **ARTICLE 31 – SCOPE OF AGREEMENT**

### **31.1 Duration**

This Agreement shall become effective upon ratification and shall continue in full force and effect through midnight of June 30, 2029. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than September 1, 2028, or September 1 of any succeeding year. Once notice is provided, the Parties will work in good faith to begin negotiations no later than December 1 of that academic year. The Parties recognize, however, that bargaining sessions may not begin until after December 1.

### **31.2 Severability**

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

### **31.3 Scope of Agreement**

The College and the Union acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the law imposes an obligation to bargain, and that all understandings and agreements arrived at between the College and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices or understandings previously established; any policies, procedures, and regulations previously issued; and any agreements, including individual contracts, previously executed. This Agreement, thus, 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. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

### **31.4 Failure to Achieve Projected Revenues**

This Agreement is dependent upon receipt by the College of the total appropriated revenues necessary to implement the Agreement. If revenues fall below the levels necessary to implement this Agreement, the College shall notify the Union of the shortfall in revenues and of its proposals, if any, for such modifications of this Agreement as are, in the judgment of the College, made necessary by the shortfall. Thereafter, the College and the Union shall promptly meet and bargain in good faith on those economic matters relevant to attempting to reach an agreement that can be implemented within the revenues received by the College. Provisions in this Agreement that are not subject to bargaining under this Section shall remain in effect.