ADJUNCT/VISITING LECTURER BARGAINING UNIT MEMORANDUM OF AGREEMENT

Between Community College of Philadelphia and The Faculty and Staff Federation of Community College of Philadelphia Local 2026

The Community College of Philadelphia, ("the College") and the Faculty & Staff Federation of Community College of Philadelphia, Local 2026, American Federation of Teachers, AFL-CIO (the "Federation"), each a party and collectively the parties, agree to amend the terms and conditions of the Adjunct/Visiting Lecturer Bargaining Unit Collective Bargaining Agreement, subject to ratification by the bargaining unit and approval by the College's Board of Trustees, as follows:

1. <u>Term</u> - September 1, 2024- August 31, 2028

2. Wage Increases - Credit Teaching

a. Credit pool rates increase \$150/annually, retroactive to September 1, 2024

23-24 rate	24-25	25-26	26-27	27-28
\$1,671	\$1,821	\$1,971	\$2,121	\$2,271
\$1,779	\$1,929	\$2,079	\$2,229	\$2,379
\$1,873	\$2,023	\$2,173	\$2,323	\$2,473
\$1,956	\$2,106	\$2,256	\$2,406	\$2,556
\$2,016	\$2,166	\$2,316	\$2,466	\$2,616

3. Wage Increase- Part-Time Hourly and Credit-Free

- a. Year 1 (September 1, 2024-August 31, 2025) 6.5%
- b. Year 2 (September 1, 2025- August 31, 2026) 5.5%
- c. Year 3 (September 1, 2026-August 31, 2027) 5.0%
- d. Year 4 (September 1, 2027-August 31, 2028) 5.0%
- **4.** Minimum hourly rate for adjunct work increased from \$20 to \$25 per hour and \$25 to \$50 per hour for orientations and trainings.
- 5. Course Prep Fee for Cancelled Courses If the College cancels a course which: (1) has previously been assigned to an adjunct and accepted by the adjunct (as confirmed through CCP email between the department chair and adjunct); and (2) such cancellation occurs with less than fourteen (14) calendar days' notice for Fall or Spring and less than seven (7) days' notice for Summer I or Summer II to the adjunct which notice shall be provided through their CCP email account; then the College shall pay the adjunct a course prep fee of \$500.00, less applicable taxes and withholdings.

6. Benefit Improvements and Other Healthcare Changes

- a. <u>Please Note: Premiums, Deductibles, and Co-Pays will remain the same as in current Adjunct/VL CBA for PPO plan, HMO plan and prescription plan.</u>
- b. Dental
 - i. Dependents may stay on dental plan up to the age of 26.
 - ii. United Concordia Dental Plan will no longer be an option to elect after execution of this MOA.
- c. Other changes to Full-Time Faculty Healthcare Benefits shall apply to Visiting Lecturers.
- d. Vision Enhanced vision benefits for employees covered by Keystone and current vision benefit for employees covered by Keystone for employees covered by Personal Choice.
- e. Flexible Spending Account The College will provide the same flexible spending account option offered to full-time employees (2 seniority units = 1 year).
- f. For at least 2 years after retirement, an automatic response email will be added to a retiree's work email that informs anyone who emails them of their new retiree email address.
- 7. Health and Safety Committee (See detailed agreement #5 attached.)
- **8.** <u>Domestic Partner Benefits for Full-Time Employees</u> Detailed Agreement #1 Revision to Fair Practices language as follows:
 - A. Neither the Board nor the Federation shall discriminate against any Employee because of race, creed, color, national origin, sex, age, marital status, sexual orientation, **gender** or membership in (or lack thereof) or activities on behalf of the Federation or any other organization or for any other reason, violative of law.
 - B. There shall be no restriction on the employment of more than one (I) member of the same family; provided, however, that no Employee will initiate or participate in any institutional decision involving a direct benefit to a member of his/her their family.
 - C. When a College employee has a <u>same sex</u> **domestic** partner who meets the standards for spousal equivalency, the Board shall treat this <u>same sex</u> **domestic** partner in the same manner as an individual married to a College employee for the purpose of all benefits contractually negotiated. For the purposes of this Agreement, the term "spouse" shall include "spousal equivalent," which term is defined as follows:
 - (1) An Employee's spousal equivalent is the Employee's sole domestic partner and has a committed relationship, intended to be of indefinite duration, with the Employee; and
 - (2) An Employee's spousal equivalent <u>is of the same sex as the Employee and</u> is not married to anyone else; and
 - (3) An Employee's spousal equivalent is at least eighteen (18) years old; and

- (4) An Employee's spousal equivalent is not related by blood to the Employee to a degree of closeness which would prohibit legal marriage in the state in which the Employee and the spousal equivalent legally reside; and
- (5) An Employee's spousal equivalent resides together with the Employee in the same residence, and both the Employee and the Employee's spousal equivalent intend to do so indefinitely; and
- (6) An Employee's spousal equivalent and the Employee are jointly responsible for each other's common welfare and share financial obligations. Joint responsibility for each other's common welfare and shared financial obligations will be demonstrated by the prior existence of three of the following: (a) joint mortgage or lease; (b) designation of an Employee's spousal equivalent as primary beneficiary of the Employee's life insurance; (c) designation of an Employee's spousal equivalent as primary beneficiary of the Employee's retirement contract; (d) designation of an Employee's spousal equivalent as primary beneficiary in Employee's will; (e) durable property and health care powers of attorney vested by the Employee in Employee's spousal equivalent; (f) joint ownership by the Employee and the Employee's spousal equivalent of an automobile, joint bank accounts, or joint credit account.

(7) [DELETED]

9. A dedicated space at Main Campus for PT/VLs: The following language shall be added to Article XIV as Section 15:

The College shall provide a space on the College's main campus and Northeast Regional Center for PT/VL faculty to utilize for meeting with students outside of class, sharing information and engaging in professional development activities. The College shall provide computers, desks and internet access and an area for small group meetings.

- **10.** <u>Rights of Federation</u> Article IV, Section 6, shall be revised to increase total Federation released time pool to twelve (12) sections, with eight (8) free sections and four (4) additional sections available for the Federation to purchase.
- 11. <u>Pay Errors</u>. CCP will not seek repayment of overpayments caused by CCP administrative error through no fault of Employee that are more than one (1) year old.
- **12.** <u>Appointment Letters.</u> Appointment letters will be sent electronically to all faculty assigned courses and/or hourly work each semester with seniority pool, pay rate, pay periods, and dates of employment. Appointment letters will include a disclaimer that the assignment and/or hourly work is subject to change.
- **13.** <u>Service Award</u>. Service Award recognition of PT/VLs in Pool VI or higher (20 seniority points or more).

14.	Anti-racist	training r	equired	once ever	y three	years –	Two-hour	course	for	\$100	0.00.

Unless otherwise noted herein, all provisions of this Memorandum of Agreement ("MOA") shall become effective upon ratification of this MOA by the bargaining unit and the College's Board of Trustees.

Faculty and Staff Federation of the Community College of Philadelphia, Local 2026 of the American Federation of Teachers, AFL-CIO, Classified Bargaining Unit

By: Noelegan (Apr. 10 2025 15:41 EDT)

Name: Noelle Egan

Date: 04/15/2025

By: M. Asli Dukan

Name: M. Asli Dukan

Date: 04/15/2025

Community College of Philadelphia

By: HE

By: HE

By: HE

Harold T. Epps, Board of Trustees,

Chair

Detailed Agreement #5: Exhibit F, HEALTH AND SAFETY COMMITTEE FUNCTIONS

- 1. Management Commitment to Workplace Safety and Health
- Establish procedures for review and management's response to minutes.
- Submit written recommendations for safety/health improvement/changes and response.
- Evaluate employer's safety/health policies and procedures. Respond in writing to safety committee recommendations. Review corrective action taken by Management.
- 2. Committee Meetings and Employee Involvement
- The Health and Safety Committee shall be led by 2 Co-Chairs, one from College Administration appointees and one from Union appointees to the Committee. The College shall appoint the College Administration Co-Chair and the union shall appoint the Union Co-Chair.
- Establish procedures for **all** employee input, i.e. to receive suggestions, report hazards, and other pertinent safety and health information.
- Create and monitor a communications system in which all employees can report health and safety issues, including a rapid response system for employees to report imminent danger.
- Include employee agenda items, via Safety Committee membership, for committee meetings.
- Hold monthly meetings. Keep meeting minutes.
- Develop and make available a written agenda for each meeting.
- Take meeting minutes and distribute to management and the safety committee members.
- Include in the meeting minutes all recommendations.
- 3. Hazard Assessment and Control
- Establish procedures for workplace inspections to identify safety and health hazards.
- Assist the employer in evaluating the accident and illness prevention program. Appoint an inspection team of at least one Union employee representative and one College representative, as necessary.
- Conduct workplace inspections at least quarterly.
- Make a written report of hazards discovered during inspections.
- Make written recommendations for personal protective equipment needs.
- Review corrective measures. Make written recommendation to correct the hazard, and submit it to management for timely response.
- 4. Safety/Health Planning
 - The Health and Safety Committee will review Departmental workplace inspection plans and coordinate their performance on a quarterly basis.

- Develop/establish procedures for an annual review of the College's Health and Safety Committee's effectiveness.
- Make recommendations for a College policy to respond to poor air quality days.
- Make recommendations for a College policy on temperature and noise in classrooms and workspaces on campus.
- In the event of a local, state, national, or global health emergency, monitor health emergency safety protocols and form a response team.

5. Accountability

- Evaluate the College safety and health accountability program.
- Make recommendations to implement supervisor and employee accountability for safety and health.

6. Accident/Incident Investigations

- Establish procedures for reviewing reports completed for all safety incidents, including injury, accidents, illnesses and deaths.
- Review these reports so that recommendations can be made for appropriate corrective action to prevent recurrence.

7. Safety/Health Training for Committee Members

- Identify and make training accessible on standards and codes applicable to the College.
- Provide specific training on your type of business activity.
- Include at a minimum, hazard identification of the workplace and how to perform effective accident incident investigation.
- Identify the location of safety procedures provided with appropriate equipment and inform employees of their location.
- Recommend training for new employees and refresher training on company, department and work location safety practices, procedures and emergency response.
- Management should maintain (and make available to the health and safety committee) records on employee safety training.