



# **Adjunct/Visiting Lecturer Collective Bargaining Agreement**

**by and between**

**Community College of Philadelphia**

**and**

**Faculty & Staff Federation**

**of Community College of Philadelphia**

**American Federation of Teachers Local 2026, AFL-CIO**

**September 1, 2016 to August 31, 2022**



**Adjunct/Visiting Lecturer  
Collective Bargaining Agreement**

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**COMMUNITY COLLEGE OF PHILADELPHIA**

and

**FACULTY & STAFF FEDERATION**

**OF COMMUNITY COLLEGE OF PHILADELPHIA**

**AMERICAN FEDERATION OF TEACHERS LOCAL 2026, AFL-CIO**

**SEPTEMBER 1, 2016 TO AUGUST 31, 2022**

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**AGREEMENT 1/30/2024 | 12:45 PM EST**

THIS AGREEMENT made and entered January \_\_, 2024 effective April 3, 2019 or as otherwise stated herein, by and between COMMUNITY COLLEGE OF PHILADELPHIA ("College"), through its Board of Trustees ("Board") and FACULTY AND STAFF FEDERATION OF COMMUNITY COLLEGE OF PHILADELPHIA, Local 2026, AFT, AFL-CIO ("Federation").

**WITNESSETH:**

The Federation has been certified as the sole and exclusive bargaining agent of the College's Visiting Lecturers and regular adjunct instructors in accordance with the provisions of Act 195, under Case Number PERA-R-7258-E. Therefore, the College and the Federation desire to work with each other in mutual respect, harmony and cooperation; and both parties, recognizing that collective bargaining in good faith will assist them in reaching a common understanding, have agreed as follows:

**ARTICLE I  
RECOGNITION**

Section 1.

The Board recognizes the Federation as the sole and exclusive bargaining agent at its campuses and facilities (all places where the College offers services) in a bargaining unit comprised of all Visiting Lecturers and regular adjunct instructors, as specified in the certification under PERA-R-7258-E, ("Employees[s]") and excluding all other employees, tutors, supervisors, and guards as defined by Act 195. The term "adjunct" has been used throughout this contract to replace the term "part-time" used in previous contracts and in the PLRB certification. This change in terminology is not intended, in itself, to change the rights or status of Employees who have been classified as part-time instructors in prior contracts, arbitration awards, side letters, and/or settlements.

Section 2.

For purposes of this Agreement, a regular adjunct instructor is one who teaches fewer than nine (9) credit hours per semester and/or a non-teaching or learning lab bargaining unit Employee who works twenty-four (24) hours or less a week; provided, however, that in determining the hours of work for non-teaching bargaining unit Employees a contact hour of teaching shall be equal to three (3) hours per week for this computation. See also, Side Agreement on calculating workload when Employees are assigned both credit and credit-free teaching assignments entered in October 2022 attached as Exhibit "H".

Section 3. Academic Rank

Adjunct faculty shall hold the academic rank of "Adjunct Instructor." Adjunct faculty in Pools IV and above who receive a positive evaluation pursuant to their department evaluation plan and the recommendation of their department head shall be promoted to the rank of "Adjunct Assistant Professor." There shall be no additional compensation because of attaining the rank of "Adjunct Assistant Professor."

## **ARTICLE II UNION SECURITY AND CHECK-OFF**

### **Section 1.**

The Board agrees to provide payroll dues deductions in accordance with the law and a list provided by the Federation of all Employees who have authorized dues and/or other deductions. The Federation shall maintain the authorization records and shall provide copies to the Board upon request. All applications for Federation membership and authorizations for dues and/or other deductions or withdrawal/revocation of membership/deduction that the Board receives shall be promptly forwarded to the Federation. The Boards shall, no later than fifteen (15) days after dues have been deducted, send payment to the Federation for the total amount so deducted, accompanied by a list identifying the employees and amount for whom deductions are being paid. An Employee's payroll deduction authorization shall remain in effect until expressly revoked in writing by the Employee in accordance with the terms of the authorization. When it is determined by the Federation that an Employee's payroll dues deductions should cease, the Federation shall be responsible for notifying the College. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll deduction. The Board shall rely on the information provided by the Federation to cancel or change authorizations. The Board also shall include in the list identifying Employees payroll deductions the names of Employees in the Full-Time Faculty bargaining unit for whom no deductions are made because they are not members of the Full-Time Faculty bargaining unit and a "0"/"Zero" to indicate no dues are withheld. The non-members shall be included in the list within 90 days of commencing employment with the College.

### **Section 2.**

The Board agrees to deduct each bi-weekly pay period from the bargaining unit earnings of adjunct Employees and from the base salaries of Visiting Lecturers, who have duly authorized such deductions in writing in accordance with law, the regular dues of the Federation and to remit same to the Federation no later than fifteen (15) days after such deductions are made, together with a list containing the names of the Employees from whom the deductions are made and the amount deducted from each, as well as the names of those who had authorized deductions but for whom no deductions have been made.

### **Section 3.**

The Federation shall notify the Board in writing, within thirty (30) days prior to the effective date, regarding any change(s) in the rate(s) of membership dues (and/or service fees) for each class of Employees covered hereby.

### **Section 4.**

The College and the Federation agreed to terminate the Fair Share deductions that were part of the 2011-2016 CBA, and which were continued through June 26, 2018, effective June 27, 2018 based on the United States Supreme Court decision in Janus v. American Federation of State, County and Municipal Employees, Council 31, 585 U.S., 138 S.Ct. 2448 (2018).

### **Section 5.**

The Federation shall indemnify and hold harmless the College, its officers and agents from and against any and all claims, actions, complaints, suits or other forms of liability that arise from action taken by the

College for purposes of complying with the provisions of this Article.

#### Section 6.

The Board agrees to deduct in semi-monthly or biweekly installments from the salaries of Employees who have duly authorized such deductions in writing, contributions to the Federation's Political Action Fund, and to remit same to the Federation no later than fifteen (15) days after such deductions are made, together with a list containing the names of Employees from whom the deductions are made and the amount deducted from each, as well as the names of those who had authorized deductions but from whom no deductions have been made. Employees may elect to make such deductions upon hire into the Adjunct/Visiting Lecturer bargaining unit. Employees shall make such changes in such deductions, including beginning or ending such deductions and changing the amount of deductions, effective once per year in November, upon prior notification of the College.

### **ARTICLE III RIGHTS OF BOARD**

#### Section 1.

The management of the College and the direction of its working force is vested exclusively with the Board. Except as modified by a specific provisions of this Agreement, the College retains the sole right to hire and/or appoint, discipline or discharge, lay off, promote, transfer and assign its Employees; to determine or change the starting and ending times of work assignments and the number of hours worked (including office hours and other duties); to promulgate work rules and regulations; to assign duties to the Employees; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer Employees to other departments as operations may require and to introduce new, changed or improved facilities and/or methods of operation whether or not job duties or personnel complement are affected; and to evaluate Employees in such manner as the Board directs.

#### Section 2.

The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a waiver of any rights of management not listed and are not specifically surrendered herein, whether or not such rights have been exercised by the College in the past.

### **ARTICLE IV RIGHTS OF THE FEDERATION**

#### Section 1. Meet and Discuss

The President of the College agrees to meet at mutually convenient times, but at least monthly if requested, with representatives of the Employees; provided, however, that these meetings may, at the election of the President, be held in conjunction with other meetings which the President holds with the Federation; and, in any event, a request for any such meeting shall be made at least one (1) week in advance where possible and shall include a proposed agenda.

#### Section 2. Bulletin Boards and Services

Federation shall have the right to post the official notices of its activities on bulletin boards. Such notices shall list the Federation as their source. It shall be the Federation's responsibility to remove any such

notices which may be posted and to compensate the College for any damage to property arising from unauthorized postings. Federation may use Board's inter-office mail service and mail boxes for distribution of official Federation communications. Federation may use the facilities of the mail and copy center at cost.

### Section 3. Information to the Federation

The Board will make available to the Federation, upon written request, material, information, statistics, and/or records which were prepared in the regular course of the College's business and in the form as prepared, provided they can be made available without undue interference with normal work responsibilities, and provided further that such information must be clearly related to negotiations or to the implementation of this Agreement. Any such requests for information will be addressed directly to the College's General Counsel.

### Section 4. Names and Addresses

The Board shall give to the Federation a list of names and current addresses of Employees on November 1 for the Fall academic semester and March 1 for the Spring academic semester.

### Section 5. Meetings Pertaining to this Agreement

Whenever members of the bargaining unit are mutually scheduled by the parties to this Agreement to participate during working hours in conferences or meetings pertaining to the Collective Bargaining Agreement, they shall suffer no loss in pay.

### Section 6. Federation Released Time

The Federation shall be granted a released time pool of five (5) sections per year to be allocated at the discretion of the Federation among Federation designees responsible for the administration of this Agreement, and in addition, Federation shall have the right to purchase up to five (5) additional sections of released time, per year, at the lowest adjunct rate. These shall be in addition to the two units of released time specifically allocable to part-time faculty under Article VIII, Section H of the Full-time Collective Bargaining Agreement. Such released time may not, in any way, be used to exceed the maximum adjunct hours. Federation shall notify the Board regarding its designees one (1) month before the start of any given semester.

Bargaining unit employees who are released or otherwise taking time off of their regular College work schedule for Federation activities shall report the time off to his/her supervisor on a weekly basis. (This does not apply to faculty released from credit teaching).

### Section 7. Union Business

Duly authorized representatives of Federation shall be permitted to transact official Federation business on Board property at reasonable times, provided that this shall not interfere with or interrupt normal College operations. Requests for use of rooms shall be made in writing three (3) days prior to the desired meeting, when possible. Meetings shall be scheduled within the regular shift hours of the custodial staff. Federation shall reimburse Board for any costs resulting from such use.

### Section 8. Federation Office

Federation shall have a separate office on each campus assigned to its exclusive use. The College shall provide the Federation at each regional center with a desk, a file cabinet and a bulletin board to conduct Federation business.

## **ARTICLE V FAIR PRACTICES**

### Section 1.

Neither the Board nor the Federation shall discriminate against any employee because of race, creed, color, national origin, sex, age, marital status, sexual orientation, disability not related to job performance, 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.

### Section 2.

There shall be no restriction on the employment of more than one (1) 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 family.

### Section 3.

When a College employee has a same sex partner who meets the standards for spousal equivalency, the Board shall treat this same sex 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:

- A. 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
- B. An Employee's spousal equivalent is of the same sex as the Employee and is not married to anyone else; and
- C. An Employee's spousal equivalent is at least eighteen (18) years old; and
- D. 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
- E. 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
- F. 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 accounts.

- G. A person fulfilling the criteria in (A) through (F) above (to be considered as an Employee's spousal equivalent) will nonetheless not be considered as spousal equivalent until twelve (12) months have elapsed since the formal termination of any prior committed relation with a person recognized by the College as the Employee's spousal equivalent.

## **ARTICLE VI AFFIRMATIVE ACTION**

Recognizing the needs of students and of the wider community, the Federation and the Board shall encourage members of minority groups to apply for available positions as Employees.

## **ARTICLE VII SENIORITY**

### Section 1. Probationary Period

Except as may be otherwise provided herein, an Employee shall earn a seniority unit upon the completion of a semester of employment. The parties hereto agree to the concept of seniority for Employees; provided, however, that each Employee shall be deemed a probationary Employee until s/he shall have earned eight (8) seniority units at the College. Those who have already completed probation at the start of this contract shall not be returned to probationary status by this provision. If an Employee completes a probationary period in either the adjunct or the Visiting Lecturer classification, such Employee need not undergo a second probationary period in the other classification.

### Section 2. Determination of Seniority

- A. For assignment to adjunct positions, each employee shall be placed into a seniority pool based on the number of seniority units earned by such Employee, as follows:

Pool I	Earned fewer than 4 seniority units;
Pool II	Earned 4 but fewer than 8 seniority units;
Pool III	Earned 8 but fewer than 12 seniority units;
Pool IV	Earned 12 but fewer than 16 seniority units;
Pool V	Earned 16 but fewer than 20 seniority units;
Pool VI	Earned 20 but fewer than 24 seniority units;
Pool VII	Earned 24 but fewer than 28 seniority units;
Pool VIII	Earned 28 but fewer than 32 seniority units;
Pool IX	Earned 32 but fewer than 36 seniority units;
Pool X	Earned 36 but fewer than 40 seniority units;

Pool XI	Earned 40 but fewer than 48 seniority units;
Pool XII	Earned 48 but fewer than 56 seniority units;
Pool XIII	Earned 56 but fewer than 64 seniority units;
Pool XIV	Earned 64 or more seniority units.

Everyone within a pool shall be considered equal from the standpoint of seniority.

- B. There shall be separate seniority lists for Visiting Lecturers and for Instructional Aides, and such Employees shall be offered work opportunities for which they are qualified in accordance with strict seniority within their respective lists. For assignment to Visiting Lecturer positions, if two or more Employees have the same number of Visiting Lecturer seniority units, the tie shall be broken by the following factors in order:

- (1) The number of seniority units on the adjunct seniority list; or
- (2) If the above is not decisive, the date when the Employee first began to accrue current units on the adjunct seniority list; or
- (3) When neither of the above is decisive, ranking shall be lot.

- C. Overriding of seniority is permitted for special situations, as in the case of Fulbright Scholars and Diversity Fellows. The provisions of Article VII, 2, B notwithstanding, the College shall offer two-semester Visiting Lecturer positions to Fellows in the Diversity Fellowship Program under the following terms:

Visiting Lecturer positions in the Diversity Fellowship Program are offered to qualified candidates on the basis of a recommendation from the joint Diversity Fellowship Steering Committee, and approval of the relevant Department Head, Dean, and Provost & Vice President for Academic and Student Success, without regard to Visiting Lecturer seniority.

Visiting Lecturers in the Diversity Fellowship program shall be scheduled to work in their department and complete a released time project. The number of course sections or hours for which a Diversity Fellow is scheduled each semester is determined by mutual agreement, which will not be withheld unreasonably, of the Provost & Vice President for Academic and Student Success and Federation in consultation with the Department Head. In these situations, all reasonable efforts will be made to create a workload that approximates 75% teaching workload in the department and 25% released time.

Visiting Lecturers in the Diversity Fellowship Program earn seniority on the adjunct seniority list but do not earn seniority on the Visiting Lecturer seniority list.

- D. For purposes of this Section 2, each Summer session shall be deemed a separate semester; provided, however, that no Employee may earn more than two (2) seniority units in any twelve (12) month period (September 1<sup>st</sup> to August 31<sup>st</sup>).
- E. Subject to the above, to earn a seniority unit on the adjunct or the instructional aide list:
  - (1) An Employee must teach one (1) full credit hour or more in a semester; or
  - (2) With respect to credit-free courses and/or other work in the bargaining unit, an Employee must complete twenty-three (23) clock hours of teaching/work in a semester; however, an Employee who enters the bargaining unit after September 1, 2007 who performs credit-free or other hourly work must complete sixty-nine (69) clock hours of teaching/work in a semester; or
  - (3) An Employee must teach twenty-three (23) clock hours or more of a credit course.
- F. Subject to the above, to earn a seniority unit on the Visiting Lecturer list an Employee must work as a Visiting Lecturer for a period of at least six (6) complete weeks during any given semester. (Notwithstanding Section D above, this Section E shall include Visiting Lecturer Instructional Aides.) This Section E shall speak only to earning seniority unit(s) and shall not, in any manner, pertain to pay or salary entitlement.

### Section 3. Retroactive Credit

Employees will be placed on a seniority list if employed at the College in the bargaining unit after December 31, 1980, and if so placed, all prior bargaining unit service (calculated in accordance with Section 2 above) will be credited; provided, however, that an Employee may earn seniority units on more than one (1) list and provided, further, that seniority units earned as a Visiting Lecturer will also be counted on the adjunct list, but not vice versa. Anything herein to the contrary notwithstanding Employees shall receive no retroactive seniority credit for any service prior to a lapse in employment of eight (8) or more successive semesters (each Summer session counting as a separate semester).

### Section 4. Course Assignments

- A. Except as provided in Section 2. C above or in Exhibit G, for assignment to adjunct positions, available course offerings and/or other work opportunities shall be made first to Employees in Pool XIV; then to Employees in Pool XIII; then to Employees in Pool XII; and so on by Pool down to and including Pool I. The College shall have the right to determine whether a Visiting Lecturer or an adjunct employee or neither shall be used in connection with a particular

offering or group of offerings.

- B. For assignment to adjunct positions, each Employee within a pool shall be offered as many available courses or as much work as the Employee desires (in accordance with his/her stated availability) up to the maximum allowable under this Agreement, before courses or work opportunities are offered to Employees in a lower pool.
- C. Each year on July 15 the College will create a list of all credit courses taught under contract with an outside contractor during the previous year. Such list will include the title of the course, the instructor, the name of the outside contractor, and consist of the courses taught in the following terms: Summer II of the previous year; Fall, Spring, and Summer I of the current year. During a particular academic year, the Department Head may assign a specified number of such sections with outside contractors to Employees who are in lower seniority pools than other qualified Employees. That specified number shall equal up to 25% of the number of credit sections on the list from the previous year, as described in this paragraph, up to a maximum of 40 sections to be filled from the provisions of this paragraph. Each section assigned according to the provisions of this paragraph shall be identified in writing and provided to the Federation within one (1) week of the first meeting of such section.
- D. Consolidation of Part-time Jobs to Full-time Jobs: In each regular semester in each department, when the part-time seniority list is exhausted, the number of unassigned sections in each discipline (excluding 10-week sessions, Business & Industry and neighborhood sites) shall be calculated. Provided that s/he is qualified to teach a full load from among the unassigned sections and the sections already assigned to her/him, and it is practicable to do so considering the times and locations of the unassigned sections, for the first 20 uncovered sections in the discipline, the senior person on the department Visiting Lecturer seniority list who has not already been given a Visiting Lecturer position during the semester in question shall be offered a Visiting Lecturer position for that semester and shall teach a full load in that discipline for that semester. If the said senior unassigned person on the department Visiting Lecturer seniority list is not qualified or is otherwise unavailable to accept the Visiting Lecturer assignment described in this paragraph, said Visiting Lecturer position shall be offered in seniority order to others on the department seniority list until the department Visiting Lecturer seniority list is exhausted or until the position is filled. To the extent that the creation of a Visiting Lecturer position pursuant to this section results in the College exceeding the ratio under Article VIII Section O in the Full-time Agreement, the College shall receive credit for such sections in the next semester.

#### Section 5. Availability

- A. Effective July 1, 2007, all Employees shall advise their respective Department Heads (or other Supervisors, if applicable), in writing on a form developed by the College for that purpose, of their availability for courses or other work by

July 1 for the Fall Semester, October 15 for the Spring Semester, and February 1 for Summer I and Summer II. If any of the dates specified falls on a day on which the business offices of the College are closed, the effective date will be next following day on which such offices are open. Availability forms shall provide the opportunity to state preferred days, times, courses, and/or locations. Reasonable efforts shall be made to satisfy these requests. Grievances on this provision may only be processed through Step 3, and shall not be subject to binding arbitration. No Employee shall be deemed qualified to teach a particular course or perform other work unless and until that Employee sets forth that fact in writing and the same is approved in writing by the College. Nothing herein precludes an Employee from being deemed qualified (in accordance with the above procedure) in more than one (1) discipline.

- B. An Employee may not submit more than one (1) availability form to the College per semester or summer session. If an Employee seeks assignments in different departments or programs, multiple copies of the same availability form must be provided.
- C. The College agrees that assignments will be made to an Employee only within that Employee's stated availability; provided, however, if nothing is available therein, the College is not obliged to give an assignment.
- D. An Employee may not accept conflicting assignments.
- E. Full-time faculty shall make their request for overload and summer teaching (including paid advising) to their Department Heads at least thirty (30) days before the beginning of the semester or term. Full-time faculty who make their requests after this date shall not be considered for assignment before Part-time faculty.

#### Section 6. Mistakes in Assignments

- A. Except as otherwise provided in this Section 6, the Federation and/or the Employees shall have no recourse for mistakes having been made with respect to assignments or non-assignments.
- B. (1) If a mistake has been made and if the academic semester has not actually begun, the mistake shall be corrected in one of two ways (at the election of the College): (1) the Employee affected shall bump a more junior employee, if that is possible; or (2) the Employee shall be assigned other work in the Department, provided that such other work lies within the Employee's availability, and provided that the college considers the work to be available and appropriate.  
  
(2) After the semester has begun, bumping cannot be required as a remedy for mistakes, but the College may, nevertheless, offer other available work in the Department, if it so elects. (In no case shall bumping be permitted for a class which has already met.)

- C. If the mistake cannot be remedied as provided above, it will be corrected by giving the affected Employee(s) the next available course within the Employee's stated availability (which need not be in the same semester). The Employee cannot request that the correction be delayed beyond the next available course within his/her availability.
- D. If the mistake cannot be remedied with any of the above means, Employee(s) with respect to whom mistakes have been made will be given bargaining unit superseniority for the following Summer Sessions.
- E. An Employee who has not received any assignment in a given semester because of a mistake shall nevertheless accrue seniority as though the mistake had not occurred.
- F. An Employee may grieve arbitrary, capricious and/or malicious actions with respect to course and/or work assignments. A mistake is not grievable unless the appropriate remedies described in this Section 6 above are not given to the affected Employee where they are applicable.

#### Section 7. Seniority Lists

- A. The College shall update and provide the Federation with seniority lists three (3) times a year, as follows:
  - (1) On November 15 for use in scheduling the Spring semester. This list will include service through the previous Summer Session II;
  - (2) On March 15 for use in scheduling Summer Sessions I and II. This list will include service through the previous Fall semester; and
  - (3) On July 1 for use in scheduling the Fall semester. This list will include service through the previous Spring semester.
- B. The adjunct seniority lists shall give the number of seniority units and the pools as heretofore. The Visiting Lecturer seniority lists shall give the number of Visiting Lecturer seniority units and the date when the Employee first began to accrue current units on the adjunct list.

#### Section 8. Retirees of Full-Time Unit

A member of the full-time faculty bargaining unit who has either retired or whose time on the recall list has expired, shall be placed in an adjunct pool with seniority equal to that already earned in this bargaining unit or four (4) units, whichever is greater. (That part of the negotiation history of this current contract in which the Federation attempted to negotiate further seniority rights for members of the Full-time Faculty unit with prior service in this unit shall not be used by either side in any future arbitration.)

## **ARTICLE VIII LOSS OF SENIORITY**

### Section 1.

All seniority will be lost if an Employee does not work in the bargaining unit and does not earn a seniority unit for a continuous period of (30) months.

### Section 2.

- A. During an Employee's probationary period until s/he has accrued two (2) seniority units, an Employee may be terminated for any reason or no reason, shall have no rights to be assigned courses, and may be removed from the seniority list at any time without recourse to the grievance and arbitration procedures herein.
- B. During the balance of an Employee's probationary period, the provisions of paragraph A above shall apply, but if the Employee so requests in writing within fifteen (15) working days of notice of removal, the reason for such removal shall be stated in writing by the College; but there shall be no further right to appeal.

### Section 3.

After completion of the probationary period an Employee with eight (8) seniority units at the College shall not be removed from the seniority list without reason, which shall be stated in writing by the College if the Employee so requests in writing within fifteen (15) working days of notice of removal. If the reason is questioned, the matter may be appealed to the President of the College or the President's designee.

### Section 4.

No Employee who has eight (8) or fewer seniority units shall have the right to use the grievance and/or arbitration provision of this Agreement with respect to removal from the seniority list except to challenge alleged procedural errors; provided, however, that the only remedy shall be to correct the procedure (reinstatement shall not be ordered at any time for any reason).

### Section 5.

An Employee who has earned more than eight (8) seniority units shall not be removed from the seniority list without just cause and said Employee shall have access to the grievance and arbitration procedure set forth in Article XVII of this Agreement.

## **ARTICLE IX CHANGE IN EMPLOYMENT CLASSIFICATION**

### Section 1.

Adjunct faculty in Pools VI and above who have no visiting lecturer seniority shall, in addition to seniority otherwise acquired in accordance with the agreement's existing provisions, be awarded one (1) unit of visiting lecturer seniority upon request, if qualified. For the purposes of initial visiting lecturer hiring, all adjunct employees granted one (1) visiting lecturer seniority unit by this provision shall be deemed to

have equal seniority by reason of this specific award. The Board may choose a candidate with no visiting lecturer seniority over a candidate with one (1) visiting lecturer seniority unit earned by this specific award if in its opinion that becomes necessary or desirable to deal with affirmative action. Such affirmative action exceptions do not apply to visiting lecturer seniority credit acquired by actual instruction or other professional work. A Visiting Lecturer seniority unit granted by the method described in this section shall confer less seniority than a Visiting Lecturer seniority unit earned by actual instruction or other professional work as a Visiting Lecturer. Visiting lecturer seniority lists shall indicate whether an employee's Visiting Lecturer seniority units include a unit granted by the method described in this section.

## Section 2.

The special Visiting Lecturer unit (described in Article IX Section 1 above) shall henceforth be awarded to those qualified, if requested, upon the attainment of 20 adjunct seniority units (Pool VI), with a pre-qualification upon the attainment of 16 units if requested. Those who have been pre-qualified may not subsequently be denied the unit for lack of qualifications. Qualification or pre-qualification for the special VL seniority unit described in this section shall not be denied unless a written explanation, if requested, is given by the Department Head, or, if there is no department, by the person(s) who normally does(do) hiring. The special Visiting Lecturer seniority unit shall continue to confer less seniority than a unit earned by actual teaching or other work as a Visiting Lecturer, but it shall in all other respects be equal to a full Visiting Lecturer seniority unit and confer all rights conferred by a full Visiting Lecturer seniority unit. This means the normal seniority tie-breaking provisions shall apply.

## Section 3.

The College shall offer reclassification into the full-time bargaining unit, in Ranks V through VIII, effective with the beginning of the next semester of the College's regular academic year, to any member of this bargaining unit who has attained the following qualifications: fourteen (14) or more Visiting Lecturer seniority units. (For purposes of reclassification into the full-time bargaining unit only, and for no other purposes, after a break of four (4) consecutive semesters in consecutive Visiting Lecturer service, each additional semester of consecutive break in such service shall cause the loss of two (2) Visiting Lecturer seniority units.) Notwithstanding the above, any such reclassification is conditioned on an affirmative performance evaluation and on the acceptance of the Employee's qualifications by the Hiring Committee of the Department. (If there is no Department, by the person or persons who normally do the hiring in accordance with the normal process).

## Section 4.

Except as provided for in the Full-time Faculty Collective Bargaining Agreement, (e.g. Article IX A 1) credit for service as a Visiting Lecturer shall not be counted for any purpose under the Full-time Faculty Collective Bargaining Agreement; provided, however, that such service may be considered by the College in determining the appropriate rank to be assigned to the Employee.

## Section 5.

When the Visiting Lecturer list has been exhausted, in hiring new Visiting Lecturers, adjunct Employees shall be considered along with external candidates; provided, however, that adjunct Employees in Pools VII-XIV shall be considered before those in Pools IV-VI and in Pools IV-VI before those in Pools I-III.

If any adjunct Employee in Pool VII to XIV (but no other) is dissatisfied with the final hiring decision, s/he



may appeal to the appropriate Vice President, who shall give the reasons for the decision in writing if requested by the Employee. However, the decision of that Vice President shall be final.

#### Section 6.

A Visiting Lecturer contract shall be for one semester, or for six (6) months in the case of twelve (12) month employees, except when a department chair determines operational or programmatic needs necessitate one-year contracts. Such determination shall not be made arbitrarily or capriciously. Grievances on this provision may only be processed through Step 3, and shall not be subject to binding arbitration.

#### Section 7.

At least one (1) of the two (2) or more applicants recommended by the Hiring Committee for each position to be filled in the full-time bargaining unit shall be a qualified part-time/visiting lecturer Employee.

### **ARTICLE X EVALUATIONS**

#### Section 1. All Employees Shall Be Evaluated

All Employees shall be evaluated. Faculty evaluations conducted under the terms of this Agreement shall be consistent with the "Agreement on Evaluation for Self-Improvement, Retention and Promotion" and with the document "Guidelines for Faculty Participation in the Life of the College, attached hereto as (Exhibit "E").

#### Section 2. Self-Improvement Evaluations

Employees shall be evaluated according to the College-wide criteria for self-improvement evaluations established by the Joint Evaluations Committee, as provided in Article V.B.(2) of the Full-time Faculty Agreement, and complementary or supplementary Department criteria, if any, developed pursuant to Article V.B.(2) of the Full-time Agreement. The Federation may appoint non-probationary Employees to the Joint Evaluation Committee, pursuant to Article V.B.(5) of the Full-time Agreement.

A report summarizing an Employee's evaluation and suggestions for self-improvement shall be made by the Department Head, using the criteria and procedures established for this purpose. Such suggestions shall be made in every regular semester in the case of probationary Employees, and every other regular semester in the case of nonprobationary Employees. These written suggestions shall be discussed with and shown to each Employee, who shall be given a copy. This material shall be filed within the department and shall be accessible at the Administrative level to the Dean only, for the sole purpose of evaluating the Department Head in the performance of his/her duties as such. Deans should have key responsibility for administration of these evaluations. The Department Head, with the approval of the Dean, may designate nonprobationary Employees to participate in the faculty evaluations process.

### **ARTICLE XI ACADEMIC FREEDOM**

#### Section 1.

The Board subscribes to the following statement on Academic Freedom:

It is recognized that in a world of rapid change and recurrent crises, a college best serves its community not as a stronghold of rigid tradition but as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. Positive values evolve from a free exchange of ideas among broadly informed citizens, and the progressive evolution of American institutions may depend upon their quality of flexibility in meeting changing social and economic needs. The American democratic way of life is strong enough to stand on its own merits, and substantial enough to survive criticism or comparison with that of any other system.

- A. Any Employee is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other employment duties.
- B. Any Employee is entitled to freedom of discussion in the classroom, provided the discussion is relevant to the course.
- C. The College or University Employee is a citizen, a member of a learned profession, and an officer of an educational institution. When an Employee speaks or writes as a citizen, or exercises his/her legal or constitutional rights, said Employee shall be free from institutional censorship or discipline. However, in the Employee's extramural utterances s/he has an obligation not to permit the implication that s/he is an institutional spokesperson.
- D. There shall be no censorship of library collections.

Anything herein to the contrary notwithstanding, a violation of Academic Freedom may give rise to a grievance, which may be pursued through all levels of Article XVII, Grievance and Arbitration.

#### Section 2. Intellectual Property Rights

Adjunct and Visiting Lecturer Employees shall have the same rights to intellectual property as described in the Full-time Faculty Collective Bargaining Agreement Article XV Section B.

### **ARTICLE XII ACADEMIC GOVERNANCE**

#### Section 1.

Employees shall be eligible to serve on all committees of the College (within the existing Federation allotment).

#### Section 2.

Employees shall be invited to attend department meetings and in-service workshops.

#### Section 3.

Voting rights for bargaining unit Employees within departments may be granted by the respective departments.

## **ARTICLE XIII LEAVES**

### Section 1. Child Care Leaves

Upon written request, a non-probationary Employee who becomes pregnant or who desires to care for a newly born or newly adopted child or a newly obtained foster child, shall be granted a leave of absence without pay for a period not to exceed two (2) semesters following the birth, adoption or obtaining of the child. Such leave should be requested in writing not less than thirty (30) days prior to the start of a semester.

The Board may in its discretion extend such leave beyond the two (2) semester limit.

When such leave is granted, the Employee shall be required to be absent for the full period of the leave, unless the President gives written permission to return early; and, in any event, the Employee must notify the Board of the intention to return, no later than June 1, for the following Fall semester and December 1 for the following Spring semester.

Upon returning to the College after having completed such leave as aforesaid, such Employee shall be placed back in the seniority pool. An employee will accrue seniority while on child care leave for purposes of Articles VII and VIII, but not for any other purpose (including retirement and/or probationary period purposes). Furthermore, Employees on such leave of absence shall, if possible, be permitted to continue their contributions for insurance and other benefits as well as those of the Board. The Board shall make no contributions on their behalf.

### Section 2. Military Leaves

Any Employee who serves in the Armed Forces or in alternative service approved and authorized by the Selective Service system shall be granted a leave of absence for the period of such service. An employee so affected will be required to reapply within ninety (90) days after his/her discharge, separation from or completion of service, which must be under honorable conditions. An Employee will accrue seniority while on Military Leave for purposes of Articles VII and VIII but not for any other purpose (including retirement and/or probationary period purposes). The Employee then shall be returned to his/her appropriate seniority pool.

### Section 3. Jury and Court Appearances

Any Employee scheduled for jury duty or for whom it is otherwise necessary to appear in any court of before any governmental agency, shall be excused from her/his normal duties for such appearance without loss of pay or benefits; provided, however, that the Board shall have the right to have such Employee relieved of jury duty or other such appearance in any manner permitted by law. The college's obligation is limited to the Employee who is obligated to miss class as the result of the above, and then only to the extent of the difference between the jury duty pay and the Employee's regular rate of pay. Employees shall be entitled to leave with pay if the schedule makes it impossible to report for class or other work when summoned for jury duty or required to make a court appearance. An employee will accrue seniority while on jury or court appearance for purposes of Articles VII and VIII but not for any other purpose (including retirement and/or probationary period purposes).

#### Section 4. Sick Leave

- A. Any Employee shall be entitled to the equivalent of one (1) full work week off with pay for illness or accident during a traditional semester (Spring and Fall semesters); and during a non-traditional semester (any other, including Summer sessions) the time off shall not exceed 1/15 of that semester's hours.
- B. Short-term Disability A non-probationary Employee who 1) is unable to work because of personal sickness or injury and 2) has exhausted the sick days in paragraph A above shall be granted a short-term disability leave (unpaid) until the end of the semester. The Employee shall provide the Board with satisfactory proof of sickness or injury.

An Employee shall accrue up to one seniority unit while on such short-term disability leave for purposes of Articles VII and VIII, but not for any other purpose (including retirement and or probationary purposes).

Benefits for short-term disability are described in "Exhibit A, Benefits", below; otherwise there is no pay or benefits for such short-term disability.

- C. Long-term Disability A non-probationary Employee who 1) is unable to work because of personal sickness or injury and 2) has exhausted sick days and short-term disability in paragraphs A and B above shall be granted a long-term disability leave (unpaid). The Employee shall provide the Board with satisfactory proof of sickness or injury. The leave of absence shall be for the period of continuing disability, but not to exceed one (1) additional semester.

An employee shall accrue up to one (1) seniority unit while on long-term disability leave for purposes of Articles VII and VIII, but not for any other purposes (including retirement and or probationary period purposes). Anything to the contrary notwithstanding, Employees shall earn such one (1) additional seniority unit while on long-term disability, only if seniority was not earned during a previous short-term disability leave, as the result of that leave.

Benefits for Long-term Disability are also described in "Exhibit A, Benefits", below; otherwise there is no pay or benefits for such long-term disability.

#### Section 5. Leaves for Service to Federation or Professional Organizations

Any Employee who is elected or appointed to a full-time position with the Federation, its affiliated organizations or any other national professional organization, will, upon written application, submitted not less than thirty (30) days prior to the date such duties are to commence, be granted a leave of absence without pay for the purpose of serving in such position. There shall be no loss or accrual of seniority while on any such leave.

#### Section 6. Professional Leaves and Absences

Leaves of absence to attend professional meetings shall be granted to bargaining unit Employees, provided that such Employees make arrangements for their classes and such arrangements are

approved by the Department Head. For the purposes of this section "6" the term "professional meetings" shall include workshops and mini-courses. The Employee shall accrue seniority while on such leave; but any such leave shall be conditional as follows: (1) the Employee has completed his/her probationary period; and (2) the Board incurs no cost, either for the Employee to attend the meeting or for replacement coverage. Benefits for travel to professional meeting are described in "Exhibit 'A', Benefits"; otherwise there is no reimbursement for travel expenses.

#### Section 7. Bereavement Leave

In the event an Employee suffers a death in his/her immediate family and the absence can be covered collegially, s/he shall receive a leave of absence with pay for one full work week and shall be paid for any scheduled work days that fall within that week. Immediate family shall be defined as parent, spouse, child, brother or sister.

### **ARTICLE XIV WORKING CONDITIONS**

#### Section 1. Disruptive Students

With the approval of the Provost & Vice President of Academic and Student Success, an Employee may require any disruptive student in his/her class to withdraw from that class permanently; provided, however, that this provision shall be subject in all respects to the rights of each such student to appeal in accordance with procedures established by the Board or by law. In the event of an emergency, it is understood that an Employee will cope with the emergency in such reasonable manner as s/he deems appropriate.

#### Section 2. Neighborhood Site Classrooms

When space can be made available to the College, Neighborhood Site classrooms shall be open for the instructor's use fifteen (15) minutes before and/or after the class period.

#### Section 3. Holidays, Emergencies and Other School Closings

Those hourly Employees who both the Federation and the College presently agree are in the bargaining unit; and who are otherwise scheduled to work holidays on which the College is closed, shall be paid (at straight-time) for the hours they would have been scheduled.

Similarly, such hourly employees shall be paid at straight-time for the hours they would have worked for days or parts of days when the college is closed because of inclement weather or other emergencies.

#### Section 4. Specific Past Practices

The following past practices shall continue:

- A. The base workload of Visiting Lecturers shall be 12 credit/15 contact hours (depending on their discipline), except for Studio Art who shall teach an 18 contact hour workload. The Employee, the Federation, and the College, may agree to a higher workload in accordance with the workload options in the Full-Time Faculty Collective Bargaining Agreement for Employee's respective discipline. Visiting Lecturers may also teach an overload course on the same

basis as Full-Time Faculty.

- B. Vacation rights now enjoyed by twelve (12) month Employees shall continue.
- C. Prep time shall be given to Employees in the Learning Lab at the discretion of the College as heretofore established.
- D. Employees shall be allowed to request and shall be granted mailboxes.
- E. Twelve (12) month employees shall receive an addition of thirty (30%) per cent over the normal 24 credit/30 contract hour academic year salary, as heretofore; and Employees who work less than twelve (12) months but more than an academic year, shall have their salary pro-rated on twelve (12) months.

#### Section 5. Orientation Sessions

The College shall have the right to schedule specific orientation sessions for Employees (separate and apart from in-service programs); and for the term of this Agreement shall pay those Employees who actually attend any such session actually held, twenty-five dollars (\$25.00) per clock hour of attendance. With respect to any such session scheduled, all Employees are strongly encouraged to attend, but attendance is not mandatory.

#### Section 6. Harassment Prevention Training

As a condition of employment, all Employees shall attend sexual harassment and other harassment training by October 15, 2007, without pay. All new employees hired after March 15, 2007 shall attend such training without pay before the end of their first semester of employment.

#### Section 7. Week Between Christmas and New Year's Day

The College shall be closed between the Christmas Day holiday and the New Year's Day holiday. Twelve-month employees will be required to use two days of vacation time or intersession time for the period unless there is mutual agreement between the employee and the department head to satisfy the two-day (14-hour) obligation by:

- (1) Working fourteen hours in addition to the employee's normal work schedule.
- (2) Completing a project or assignment, which equates to fourteen hours.

The requirements of 1 and 2 above must be met between September 1<sup>st</sup> and August 31<sup>st</sup> of the appointment year in which the College closing occurred.

#### Section 8. Communications with Neighborhood Sites

The College shall implement a communications system for notifying the Neighborhood Sites of problems and for seeing that reasonable resolutions of those problems are forthcoming.

#### Section 9. Mailboxes and Voice Mail

To the extent possible, when requested, each Employee shall be granted an individual mailbox, even if that means the College has to install new mailboxes. To the extent possible, when requested, each employee shall also be granted access to voice mail. Employees shall be entitled to mailboxes and voice mail only while they are actively in the employ of the college.

#### Section 10. Field Trips

The Board shall reimburse a faculty member for all expenses incurred on authorized field trips for his/her classes.

#### Section 11. Teaching in the Learning Laboratory Department

If a Learning laboratory teacher or teacher of credit-free courses is assigned to teach (in the Learning Laboratory Department) courses which are similar to regular classes; i.e., have enrollment of eleven (11) or more students, require the introduction of new material and require the assignment of grades (including pass/fail), the teacher will be paid at the rate of adjunct teaching Employees pro-rated to an hourly rate by dividing the appropriate contact hour rate by fifteen (15).

#### Section 12. Time Sheets

No members of the Unit teaching credit courses or GED or ABE courses shall be required to fill out time sheets for classroom teaching or comply with any log in and log out procedures of the College's electronic time and attendance system.

Effective October 1, 2019, Adjuncts working in the Advising, Counseling, Learning Lab, and Library Departments, and/or as instructional aides are required to comply with the log in and out procedures of the College's electronic time and attendance system for all hours worked. Effective October 1, 2019, Visiting Lecturers in the Advising, Counseling, Learning Lab, and Library Departments are required to comply with the electronic attendance system for all days worked.

#### Section 13. Non-Competition

By accepting an assignment to teach an offering provided to an outside client which is open only to the employees or members of that client, the faculty member agrees not to solicit or accept employment from that outside client to teach the same offering for the outside client independently of the employment arrangement between the faculty member and the College. This restriction will apply for twenty-four (24) months after the last day of class and will only apply to a specific client for whom the teaching was done. The College will inform each faculty member of the provision in this paragraph each time that a faculty member is assigned to a course that falls under the provisions of this paragraph.

#### Section 14. Retirement

Part-time faculty in Pools X and above may retire by informing the Human Resources Department in writing of their desire to be removed permanently from all part-time faculty seniority lists. Retired part-time faculty shall receive recognition and continued use of email address, gym, library and attendance at all performances, lectures and home athletic contests. Admission to such events will be on the same basis as for retirees from the full-time faculty bargaining unit.

### **ARTICLE XV SALARIES AND BENEFITS**

The Salaries and benefits to which Employees shall be entitled during the term of this Agreement shall be as set forth on Exhibit "A": attached hereto and made a part hereof.

## **ARTICLE XVI PERSONNEL RECORDS**

### **Section 1.**

Individual personnel files shall be confidential but an Employee shall have the right to insert in his/her file reasonable supplemental material and written responses to any items in his/her file. S/he may review his/her own personnel file during regular office hours and upon reasonable notice. Evaluative material or any material derogatory toward his/her professional conduct, service, character, or personality shall not be placed in the personnel file without being shown to the individual involved. An Employee shall be furnished with copies of any and all material included within his/her file upon written request, except for the confidential recommendations from persons named by the Employee in his/her application for employment. Material irrelevant to the professional progress of an Employee shall not be included within personnel files; nor shall any material classified as professional or evaluative in nature be permitted in personnel files without the author's identity.

### **Section 2.**

There shall be only one official file for each Employee even though the Employee teaches or works in more than one department. The official file shall be kept in one specific place and the faculty member so informed.

### **Section 3.**

Except as otherwise specifically provided in this Agreement, under no circumstances shall information in the personnel file, addresses, or telephone numbers of Employees be given out without the express written permission of the Employee; provided, however, that the Department Heads, Senior Administrators of the College and members of the Board shall be entitled to such information.

### **Section 4.**

Employees shall provide to the College an updated resume at least once every three (3) years.

## **ARTICLE XVII GRIEVANCE AND ARBITRATION**

A grievance is an allegation or complaint that there has been a breach, violation, misinterpretation, misapplication or otherwise improper application of or deviation from the terms of this Agreement, and the same shall be processed in the following manner.

An employee shall not be disciplined without just cause. Appeals pertaining to discipline of an employee shall be through the grievance procedure provided for in this article up to and including arbitration. This paragraph shall not modify or supersede the provisions contained in Article VIII pertaining to loss of seniority of an employee, which provisions shall remain in full force and effect.

### **Step 1.**

The grievant and the grievant's supervisor shall make every effort to resolve a grievance informally; provided, however, that no grievance may be processed unless done so within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days of the date on which the grievant learned, or should have learned, of such occurrence, whichever is later.



### Step 2.

If the grievance is not suitably resolved in Step 1, the grievant may, in five (5) working days after the impasse, submit a written grievance to the Division Dean which shall include a statement of the grievance, a brief statement of the facts giving rise to the grievance and the remedy requested. The Division Dean shall, within ten (10) working days of receipt of the written grievance, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) working days' notice, file a written response setting forth the action to be taken thereon. In any event, the Division Dean shall have five (5) working days from the hearing date to respond.

### Step 3.

If the grievance is not suitably resolved in Step 2, the grievant may, in five (5) working days after the receipt of the written decision from the Division Dean, submit a written appeal to either the President or a party designated by the President to hear and decide such matters. Such individual shall have ten (10) working days, following receipt of such written appeal, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) working days' notice, to file a written response thereto. In any event, the President or his/her designee shall have five (5) working days from the hearing date to respond.

### Step 4. Binding Arbitration

If the grievance is not suitably resolved at Step 3, above, only the parties hereto may, within ten (10) working days of the written response at Step 3, submit the matter to the American Arbitration Association ("AAA") for binding arbitration.

AAA shall be requested to submit a list or lists of arbitrators to the parties for their selection of an impartial arbitrator; and if no mutually acceptable selection is made by the parties after the elimination of the second list, AAA shall appoint the arbitrator in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.

The arbitrator's fees and those of AAA shall be shared equally by the Federation and the Board, but each shall bear its own costs of presenting its case to the arbitrator.

Anything herein to the contrary notwithstanding, the filing of a grievance or the appeal from any Step of this grievance procedure shall be taken within the time limits specified; and in the event such is not done, the administration's decision at the prior Step shall be final and binding on the parties and shall not be subject to further appeal of any kind. The aforesaid shall not apply if the time limits are extended by mutual agreement.

The Federation shall be informed of every grievance hearing beyond the first Step and in accordance with Act 195, the Federation shall have the right to have its representatives present at any Step of the grievance procedure following the first Step; and at the first Step as well if the grievant so requests. The grievant may be represented by the Federation at any Step of the grievance procedure following the first Step; and at the first Step as well if the grievant so requests.

Anything herein to the contrary notwithstanding, a grievance shall be lodged at its point of origin and the general procedures relating to that Step shall apply, including the right of appeal. The Federation

may initiate or appeal a grievance at any Step of this procedure.

Failure to communicate a decision at any Step of this grievance procedure, within the specified time limits, shall permit it to be advanced to the next Step of the procedure, unless a longer period is established by mutual consent.

Whenever a grievance is reduced to writing a copy of the grievance will be sent to Human Resources.

If the grievance filed pertains to an individual, only the individual and representatives of the Federation, together with the representatives of the Board, may be present at any Step. If the grievance is a class grievance, the Federation's representatives, the Board's representatives and not more than two (2) representatives of the group affected may be present at any particular Step of the grievance procedure. The parties shall however, have the right to call witnesses and to offer testimony at a hearing held pursuant to this grievance procedure.

Any settlement, withdrawal, or disposition of a grievance at any Step below Step 4 shall not constitute a binding precedent for the settlement of similar grievances in the future.

Removal from the seniority list, failure to renew a contract of or failure to give a new contract to an Employee shall not be subject to the grievance and arbitration provisions hereof, except with reference to Article V above and as is otherwise specifically provided in Articles VII, VIII and XI, above.

#### **ARTICLE XVIII**

#### **AGREEMENTS AGAINST STRIKES AND LOCKOUTS**

During the term of this Agreement or any extension thereof, the Federation shall not, either directly or indirectly, countenance, support, suggest or participate in any strike, work stoppage or slowdown of any sort; nor shall there be any lockout on the part of the Board.

#### **ARTICLE XIX**

#### **TOTALITY OF AGREEMENT**

Except as otherwise specifically provided within this Agreement, the parties hereto agree that all items presented for or subject to negotiation have been discussed during the negotiations leading to this Agreement and, therefore, agree that for the term of this Agreement or any extension thereof, negotiations will not be requested on any item, whether contained herein or not.

#### **ARTICLE XX**

#### **SEPARABILITY**

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet and negotiate a substitute provision.

## ARTICLE XXI HEADINGS


Any headings preceding the text of the several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

## ARTICLE XXII TERM OF AGREEMENT

This Agreement shall remain in full force and effect from September 1, 2016 to and including August 31, 2022, and shall automatically renew itself from year to year thereafter unless, not later than November 30, 2021 either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon service of such notice, negotiations shall begin no later than January 3, 2022, so as to permit the parties to conform to the requirements of Article VIII of Act 195.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed and sealed the day and year first above written.

COMMUNITY COLLEGE OF PHILADELPHIA

By:   
Donald Generals, Ed.D., President

1/30/2024 | 12:45 PM EST

FACULTY & STAFF FEDERATION  
OF COMMUNITY COLLEGE OF PHILADELPHIA  
AMERICAN FEDERATION OF TEACHERS LOCAL 2026, AFL-CIO

By:   
Nwenna Gates, Co-Chair Adjunct Bargaining Unit

1/30/2024 | 1:57 PM EST

By:   
Noelle Egan, Co-Chair, Adjunct Bargaining Unit

1/29/2024 | 3:43 PM EST

## EXHIBIT "A"

### I. SALARIES

#### 1. Visiting Lecturers

##### A. Across-the-Board

Returning visiting lecturers shall be granted a percentage yearly increase for each of the five years of the contract equal to that granted to the full-time faculty:

2016-17: 0%  
 2017-18: 0%  
 2018-19: 5.0% (effective September 1, 2018)  
 2019-20: 3.0% (effective September 1, 2019)  
 2020-21: 3.0% (effective September 1, 2020)  
 2021-22: 3.5% (effective September 1, 2021)

These increases are granted only to those returning Visiting Lecturers who were employed in the preceding academic year.

B. Minimums: In each year of the contract, the minimum Academic Year Visiting Lecturer annual base salary shall equal the minimum Rank V 24 credit/ 30 contact hour salary in the Full-Time Collective Faculty Bargaining Agreement, with the exception of Studio Art where the base salary shall be equal to the minimum Rank V 30 credit/ 36 contact hour salary in the Full-Time agreement (because Studio Art Visiting Lecturers must work 18 contact hours per semester). The minimum 12-month Visiting Lecturer base salary shall be equal to the minimum Rank V 12-month salary in the Full-Time Faculty Collective Bargaining Agreement.

##### 1. Minimum annual salaries for Academic Year VLs except those in Studio Art:

2016-17: \$50,529  
 2017-18: \$50,529  
 2018-19: \$52,089 (effective September 1, 2018)  
 2019-20: \$53,014 (effective September 1, 2019)  
 2020-21: \$53,914 (effective September 1, 2020)  
 2021-22: \$54,914 (effective September 1, 2021)

##### 2. Minimum annual salaries for VLs in Studio Art:

2016-2017: \$50,529  
 2017-18: \$50,529  
 2018-2019: \$52,089 (effective September 1, 2018)  
 2019-20: \$62,345 (effective September 1, 2019)  
 2020-21: \$63,572 (effective September 1, 2020)  
 2021-22: \$64,902 (effective September 1, 2021)

iii. Minimum annual salaries for 12-month VLs:

2016-2017: \$65,688  
 2017-2018: \$65,688  
 2018-2019: \$67,716 (effective September 1, 2018)  
 2019-2020: \$68,918 (effective September 1, 2019)  
 2020-2021: \$70,088 (effective September 1, 2020)  
 2021-2022: \$71,388 (effective September 1, 2021)

Diversity Fellows receive the same annual base salary as the equivalent Visiting Lecturer salary. These salaries shall be pro-rated for the length of the Visiting Lecturer or Diversity Fellow appointment.

2. Part-Time Teaching Employees:

Part-Time Contact Hours Rates shall increase by the following percentages for each of the six years:

2016-2017 - 0%  
 2017-2018 - 0%  
 2018-2019 - 5%  
 2019-2020 - 3%  
 2020-2021 - 3%  
 2021-2022 – 3.5%

<u>Pool</u>	<u>Units</u>	<u>Rates effective with Spring 2016 term</u>	<u>Yr 1 16- 17</u>	<u>Yr 2 17- 18</u>	<u>Yr 3 18- 19</u>	<u>Yr 4 - 19- 20</u>	<u>Yr 5 20- 21</u>	<u>Yr 6 21-22</u>
1	1-3	\$1,367	\$1,367	\$1,367	\$1,435	\$1,478	\$1,522	\$1,575
2-3	4-11	\$1,454	\$1,454	\$1,454	\$1,527	\$1,573	\$1,620	\$1,677
4-6	12- 23	\$1,530	\$1,530	\$1,530	\$1,607	\$1,655	\$1,705	\$1,765
7-10	23- 39	\$1,600	\$1,600	\$1,600	\$1,680	\$1,730	\$1,782	\$1,844
11- 14	40 +	\$1,649	\$1,649	\$1,649	\$1,731	\$1,783	\$1,836	\$1,900

For Sections 3- 7 - Part-time hourly employees shall be granted a percentage yearly increase for each of the six years of the contract as follows:

2016-2017 – 0%  
 2017-2018 – 0%  
 2018-2019 – 2.5%  
 2019-2020 – 1.5%  
 2020-2021 – 1.5%  
 2021-2022 – 1.75%

### 3. Part-Time Learning Lab Employees: Hourly Rates

<b>Pool</b>	<b>Rates effective with Spring 2016 term</b>	<b>Yr 1 16-17</b>	<b>Yr 2 17-18</b>	<b>Yr 3 18-19</b>	<b>Yr 4 - 19-20</b>	<b>Yr 5 20-21</b>	<b>Yr 6 21-22</b>
1-3	\$43.23	\$43.23	\$43.23	\$44.31	\$44.98	\$45.65	\$46.45
4-6	\$45.28	\$45.28	\$45.28	\$46.41	\$47.11	\$47.81	\$48.65
7-14	\$47.26	\$47.26	\$47.26	\$48.44	\$49.17	\$49.91	\$50.78

### 4. Part-Time Counselors and Librarians: Hourly Rates

<b><u>Pool</u></b>	<b><u>Rates effective with Spring 2016 term</u></b>	<b><u>Yr 1 16-17</u></b>	<b><u>Yr 2 17-18</u></b>	<b><u>Yr 3 18-19</u></b>	<b><u>Yr 4 - 19-20</u></b>	<b><u>Yr 5 20-21</u></b>	<b><u>Yr 6 21-22</u></b>
1-3	\$39.71	\$39.71	\$39.71	\$40.70	\$41.31	\$41.93	\$42.67
4-6	\$41.96	\$41.96	\$41.96	\$43.01	\$43.65	\$44.31	\$45.08
7-14	\$44.18	\$44.18	\$44.18	\$45.28	\$45.96	\$46.65	\$47.47

### 5. Part-Time Aides: Hourly Rates

<b>Pool</b>	<b>Rates effective with Spring 2016 term</b>	<b>Yr 1 16-17</b>	<b>Yr 2 17-18</b>	<b>Yr 3 18-19</b>	<b>Yr 4 - 19-20</b>	<b>Yr 5 20-21</b>	<b>Yr 6 21-22</b>
1-3	\$29.22	\$29.22	\$29.22	\$29.95	\$30.40	\$30.86	\$31.40
4-6	\$31.41	\$31.41	\$31.41	\$32.20	\$32.68	\$33.17	\$33.75

7-14	\$33.53	\$33.53	\$33.53	\$34.37	\$34.88	\$35.41	\$36.03
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#### 6. Credit-Free Offerings: Hourly Pay

	<u><b>Rates effective with Spring 2016 term</b></u>	<u><b>Yr 1 16- 17</b></u>	<u><b>Yr 2 17- 18</b></u>	<u><b>Yr 3 18- 19</b></u>	<u><b>Yr 4 - 19- 20</b></u>	<u><b>Yr 5 20- 21</b></u>	<u><b>Yr 6 21- 22</b></u>
Level A	\$33.27	\$33.27	\$33.27	\$34.10	\$34.61	\$35.13	\$35.75
Level B	\$42.20	\$42.20	\$42.20	\$43.26	\$43.90	\$44.56	\$45.34

Level C = Formal Instruction, as determined by CCP

Level D = Special Programs/Consulting - Open per Marketplace

Level E = ABE (including CAL and CLIC): Same rates as in paragraphs 3 and 5 above, as applicable.

#### 7. Part-Time GED/SAT Instructors: Hourly Rates

<u><b>Pool</b></u>	<u><b>Rates effective with Spring 2016 term</b></u>	<u><b>Yr 1 16- 17</b></u>	<u><b>Yr 2 17- 18</b></u>	<u><b>Yr 3 18- 19</b></u>	<u><b>Yr 4 - 19- 20</b></u>	<u><b>Yr 5 20- 21</b></u>	<u><b>Yr 6 21- 22</b></u>
1-3	\$42.20	\$42.20	\$42.20	\$43.26	\$43.90	\$45.65	\$46.45
4-6	\$43.98	\$43.98	\$43.98	\$45.08	\$45.76	\$47.81	\$48.65
7-14	\$45.82	\$45.82	\$45.82	\$46.97	\$47.67	\$49.91	\$50.78

#### 8. Advising and Other Hourly Work

For the term of this Agreement, the College will pay not less than \$20.00 per clock hour for work performed by Employees. Academic advising shall be paid at the rate of 1/30 of the contact hour rate for each clock hour of advising.

#### 9. Seniority & Salary Calculation

Starting with Summer 2020, the College will review the 3 11 23 39 seniority unit reports that are generated with each run of the Seniority Reports pursuant to the Adjunct/Visiting Lecturer Collective Bargaining Unit on November 15, March 15 and July 1 of each Academic Year and identify which faculty have 3 seniority units, 11 seniority units, 23 seniority units, or 39 seniority units. (Please note that Faculty who earned a seniority unit in a winter term will have that unit included in the July 1 seniority report). Any adjunct listed on the "3, 11, 23, or 39 seniority unit report" on November 15

who earns another seniority unit at any time during that fall semester shall be moved to the next adjunct pool contact hour rate by the winter/spring terms following the fall semester or the next term thereafter in which they teach/work; any adjunct listed on the “3, 11, 23, or 39 seniority unit report” on March 15 who earns another unit at any time during winter/spring semesters shall be moved to the next adjunct pool contact hour rate by summer I following the spring semester or the next term thereafter in which they teach/work; any adjunct listed on the “3, 11, 23, or 39 seniority unit report” on July 1 who earns a seniority unit during any of the summer terms (or otherwise between May 5 and August 31) shall be moved to the next adjunct pool contact hour rate by the fall semester or the next term thereafter in which they teach/work. Per Article VII, Section 2. C. of the Adjunct/Visiting Lecturer Collective Bargaining Unit, adjuncts may only earn two seniority units in any twelve (12) month period (September 1st to August 31st)

#### 10. Salary Re-Opener

In any contract year, if the College receives funds from appropriations which the Pennsylvania General Assembly or any other funding source has mandated specifically to improve the salaries of part-time college instructors, this contract shall be re-opened on the issue of part-time salaries only. If the matter cannot be settled by mutual agreement, it shall be settled by binding arbitration, but there shall be no right to strike.

## II. BENEFITS

### 1. Medical

#### A. Visiting Lecturers

Coverage shall be the same as for Full-Time Faculty, with six months’ coverage for each semester worked, which is outlined below as follows:

#### (1) Medical Surgical Coverage<sup>1</sup>

(a) Independence Blue Cross Personal Choice PC Flex PPO Plan with \$10 Primary Care office visit, \$40 specialist office visit. From September 1, 2016 through August 31, 2019, in network deductible shall be \$300 for Employee, \$600 for Employee plus spouse or Employee plus child, and \$900 for family. Effective September 1, 2019, the Blue Cross Personal Choice PC Flex PPO Plan in network deductible shall be \$500 for Employee; \$1000 for Employee plus spouse or Employee plus child and \$1500 for family. From September 1, 2016 through August 31, 2019, out of network deductible shall be \$500 for Employee, \$1000 for Employee plus spouse or Employee plus child and \$1500 for family. Effective September 1, 2019, out-of-network deductible shall be \$700 for Employee, \$1400 for Employee plus spouse or Employee plus child and \$2100 for family; “usual, customary, and reasonable fees;” and with lifetime maximum In-Network and Out-of-Network Unlimited.

Psychologists must be duly licensed in Pennsylvania or in the jurisdiction in which s/he practices and performs services, in accordance with the requirements of the carrier.

#### (i) Payment toward Cost of Personal Choice PPO Coverage

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<sup>1</sup> As and to the extent required by law, the Board shall retain all Visiting Lecturers age 65 and over in the coverage described in section II. (1)-(4) as their primary coverage (Medicare Part “A” and “B” shall be secondary). When an Employee and/or that Employee’s eligible dependent shall have reached age 65, it will be that individual’s obligation to apply for and obtain Medicare Parts “A” and “B.”



Employees shall make pre-tax contributions toward the cost of their coverage through bi-weekly payroll deductions as follows<sup>2</sup>:

(aa) Plan Year September 1, 2019 – August 31, 2020:

- a. Annual Base Salary Band 1 (\$0 – \$39,999) - \$0
- b. Annual Base Salary Band 2 (\$40,000 – 59,999) - \$192 contribution for Employee only, \$288 contribution for Employee/Spouse or Employee/Child, \$384 contribution for Family
- c. Annual Base Salary Band 3 (\$60,000 – 79,999) \$269 contribution for Employee only, \$404 contribution Employee/Spouse or Employee/Child, \$538 contribution Family
- d. Annual Base Salary Band 4 (\$80,000 – \$99,999) \$377 contribution for Employee only, \$566 contribution for Employee/Spouse or Employee/Child, \$754 contribution for Family
- e. Annual Base Salary Band 5 (over \$100,000) \$528 contribution for Employee only, \$792 contribution for Employee/Spouse or Employee/Child, \$1056 contribution for Family

(bb) Plan Year September 1, 2020-August 31, 2021 & Plan Year September 1, 2021-August 31, 2022

- a. Annual Base Salary Band 1 (\$0 – \$39,999) - \$0
- b. Annual Base Salary Band 2 (\$40,000 – 59,999) - \$312 contribution for Employee only, \$468 contribution Employee/Spouse or Employee/Child, \$624 contribution for Family
- c. Annual Base Salary Band 3 (\$60,000 – 79,999), \$437 contribution for Employee only, \$656 contribution Employee/Spouse or Employee/Child, \$874 contribution for Family
- d. Annual Base Salary Band 4 (\$80,000 – \$99,999) \$612 contribution for Employee only, \$918 contribution Employee/Spouse or Employee/Child, \$1224 contribution for Family
- e. Annual Base Salary Band 5 (over \$100,000) \$857 contribution for Employee only, \$1286 contribution Employee/Spouse or Employee/Child, \$1714 contribution Family

(b) The HMO option and the cost sharing in connection therewith that has heretofore been in effect shall continue for the term of this Agreement. The Independence Blue Cross Keystone option is offered with \$10 Primary Care office visit, \$25 specialist office visit. From September 1, 2016 through August 31, 2019, the deductible shall be \$300 for Employee, \$600 for Employee plus child or Employee plus spouse, and \$900 for family. Effective September 1, 2019, the deductible shall be \$500 for Employee, \$1000 for Employee plus spouse or Employee plus child, \$1500 for family “usual, customary, and reasonable fees,” and with lifetime maximum In Network and Out of Network, Unlimited.

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<sup>2</sup> The Annual Base Salary Bands shall be pro-rated for the length of the Visiting Lecturer/Diversity Fellow Appointment when determining Pre-tax contributions.

(c) **Speech Therapy:** The Board shall provide coverage for speech therapy for each Employee.

(2) Prescription Drug Plan, including oral contraceptives, deductibles are as follows:

<u>Prescription Co-pays</u>	Generic:	Brand name formulary:	Brand name non-formulary:	Biotech:
<u>Effective:</u>				
Sept. 1, 2016 – August 31, 2019	\$5	\$25	\$45	\$75
Sept. 1, 2019	\$0	\$30	\$50	\$80

The Board shall continue to offer a mail order and/or generic drug program. Generic drugs shall be used unless no generic exists or a physician certifies that a non-generic must be used. Participants pay two times the applicable co-pay for a three-month mail order supply. The Board may mandate mail order for maintenance drugs.

*Effective Sept. 1, 2019, Prescription Drug Plan coverage is subject to a \$50 annual deductible.*

(3) Dependent Coverage: The Board shall continue to pay the full cost for dependent coverage, as applicable, on all Independence Blue Cross (except for contributions identified above in section (1)) and Drug Plans. Full-time students up to age 26 shall be included as “dependents” (in accordance with Federal law). For purposes of this Article XIII, the term “dependent” shall include spousal equivalents as that term is defined in Article IV.C. of the Full-Time Faculty Collective Bargaining Agreement.

(4) Dental Plan: The Board shall continue to provide, at its expense, the Delta Dental Plan and Delta Dental Premier, in accordance with the carrier’s Rules and regulations. The Board shall, in addition, continue to pay the cost of Family/ Dependent Dental.

Presently, the dental coverage supplied by Delta Dental includes:

<b>Dental Services</b>	<b>Paid by Delta</b>	<b>Paid by Patient</b>
Diagnostic	100%	0%
Preventive	100%	0%
Basic Restorative	100%	0%
Oral Surgery	100%	0%
Endodontic	100%	0%
Periodontic	50%	50%

Major Restorative	100%	0%
Prosthodontic	50%	50%
Denture Repair	100%	0%
Orthodontics	50%	50%

For Delta Dental PPO Dentists, the maximum shall be \$1700 per person per calendar year. For Delta Dental Premier Dentists and Non-Participating Dentists, the maximum shall be \$1500 per person per calendar year. Orthodontics has a separate maximum of \$1,000 lifetime per patient for all dentists. Eligible dependent children are covered to age 19 unless they are students in bona fide institution of higher education, in which case eligibility is extended to age 23. Disabled adult dependent children are eligible for dental care under the program regardless of age. Orthodontics is a benefit for dependent children to age 19.

#### B. Adjuncts

Effective Summer I of 2018, adjuncts will be required to have earned one (1) seniority unit for coverage under the College's medical plan. The College shall pay 50% of the cost for the Employee only of the College's most expensive medical plan, currently Personal Choice (if such Employee does not have full employer provided coverage elsewhere and in no event will the College contribution, when added to those of other employers, exceed the cost of 100% of coverage), to those who elect the coverage and agree to pay the difference if applicable. Drug and Dental coverage are not included, but the Employee may elect such coverage at his/her own expense. The Employee can also elect family coverage for medical benefits and pay the difference. Coverage for Employees with 8 seniority units or more shall be the same as above except that the College shall pay 75% of the most expensive premiums where it would otherwise pay 50%. Eligible Employees who are participating in a group health plan sponsored by another employer may file a claim for reimbursement payments of the amounts described above following receipt of proof of expenses in accordance with the terms and conditions in the Community College of Philadelphia Health Reimbursement Arrangement for Certain Adjunct Faculty entered on June 28, 2023 ("Adjunct HRA"). The College does not reimburse Employee's for healthcare coverage purchased in the marketplace, Medicare or Medicaid, or the ACA exchange.

- C. Any payment by the College pursuant to (B) above shall be for six (6) months for each Fall semester or Spring semester worked, three (3) months for each Summer session worked or winter term worked, and six (6) months if both Summer sessions are worked consecutively, but in no event shall an Employee receive payment for more than twelve (12) months per contract year (September 1st to August 31st).
- D. The College's contribution aforesaid for an adjunct employee shall be made to the existing plan in which the Employees now participate (to be administered by the College effective September 1, 2007) or as set forth in the Adjunct HRA.

## 2. Retirement

An Employee who has earned four (4) units of seniority shall be eligible to participate in the retirement plan under this Agreement. The College will contribute to a retirement plan five percent (5%) of the earnings of part-time Employees and of the base salaries of Visiting Lecturers, provided the Employee also agrees to contribute an equal five percent (5%) on his/her own behalf. Employees who elect to participate in the retirement plan shall be entitled to contribute more than five percent (5%), provided that such additional contributions are in accordance with Federal Law.

## 3. Group Life Insurance

For an Employee who has earned twelve (12) units or more of seniority, the College shall pay one-half of the premium on a policy up to \$10,000 coverage; and such insurance shall be consistent with TIAA requirements and shall include double indemnity, and with the earned time of coverage equal to that provided above in Section C above. Coverage on such policies shall be \$16,000.

## 4. Tuition remission

An Employee shall be entitled to full remission of tuition and general fees for one (1) course per semester taken at the College, provided s/he was employed during the previous semester or is currently employed. For purposes of this provision, the previous semester shall include Summer work.

Employees working in the Spring semester shall be entitled to such tuition remission in either subsequent Summer session or the following Fall semester.

Employees working in Summer I, in addition to the eligibility as above, will also be eligible for such tuition remission in the subsequent Fall semester.

All Visiting Lecturers, and all other Employees in Pool VII and above, shall be entitled to the same tuition remission for themselves and their families as members of the Full-time Unit for up to two (2) courses per semester.

## 5. Short ("STD") and Long ("LTD") Term Disability and Travel Fund

Effective September 1, 1991, the College shall create a fund annually in the total amount of \$8,000 to cover all of the above, to be dispensed on a first come-first served basis in such manner as shall be decided upon by the Federation and the Federation shall be responsible for the complete administration of the fund (with reports being provided to the Board in such manner, form and times as is deemed appropriate by the Board but not more frequently than every six (6) months). All checks shall be authorized by a representative of the Federation and of the Board. Any carry over in one (1) year shall be added on the next year's fund.

College payments to the Disability/Travel Fund shall be \$36,000 annually, funded on September 1, for the duration of the contract.

6. Computer Loans

Employees in Pool X and higher shall be eligible to participate in the College computer loan program. Such loans shall be for a period of two (2) years from the date of the loan. The Federation shall indemnify the College in the event it must take any legal action to recover funds loaned under this article.

**EXHIBIT "B"**

[NOTE: THE FOLLOWING IS THE TEXT OF A MEMO WHICH APPEARS AS "EXHIBIT B" IN THE PRINTED VERSION OF THE ADJUNCT CONTRACT.]

**Memorandum**

DATE: October 6, 1995

TO: Joan Paul Lewis

FROM: Steve Jones [Original document initialed: STJ]

RE: College insurance contributions for credit-free teaching

In our recent conversation, we agreed that the following guidelines apply to benefits for part-time faculty who teach credit-free courses:

When a part-time teacher has taught 23 clock hours in a semester or session (that is, the amount that would allow them to earn a seniority unit) they are also eligible to earn the full amount of insurance benefits available to faculty in their pool.

For teachers who teach less than 23 contact hours in a semester or session, the amount of insurance benefits to which they are entitled is pro-rated to the number of hours they work.

Examples:

A teacher in pool I does twenty-five hours of workshops between Oct. and Nov. They are entitled to the pool I insurance benefit, since they exceeded 23 hours in the fall semester. This year the amount would be \$73.99 per month for six months.

A teacher in pool I does ten hours of credit-free teaching between Oct. and Nov. This year they are entitled to  $10/23 \times 73.99 = \$32.17$  per month for six months.

Please let me know if these guidelines correspond to your understanding.<sup>3</sup>

[TEXT OF SIGNED MEMO]

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<sup>3</sup> Employees must have earned at least one seniority unit before being eligible for medical benefits.

## EXHIBIT "C"

Faculty Federation of the  
Community College of Philadelphia  
Local 2026, AFT, AFL-CIO  
1700 Spring Garden Street  
Philadelphia, PA 19130

Ladies & Gentlemen:

This letter will elaborate upon and supplement the Labor Agreement executed of even date herewith, as follows:

1. The College's Agreement to remove the words "Specifically there are no past practices" from Article XVIII was done solely because such words would have been redundant in light of the other provisions of the Agreement
2. There will be inserted into the Recognition clause those categories of adjunct Employees whom the parties specifically agree should be included. All others will be excluded; provided, however, that such shall not preclude the Federation from pursuing unit clarification before the PLRB.
3. In the event a provision of this Agreement cannot be implemented without conflicting with the Full-time Faculty Agreement, the latter will govern in all respects. Full-time employee departmental rights, as applicable, shall not be affected by anything contained in this Agreement except as may be specifically stated herein.
4. The College will continue to utilize Visiting Lecturers and will not eliminate the position of Visiting Lecturers.
5. Notwithstanding the provisions of Section 8 of Article IV, there shall be only one (1) Federation office for all three Federation bargaining units on each campus of the College.
6. The parties agree to continue the provisions of the Side Letter of December 12, 1983 (a copy of which is attached) regarding the incorporation of Article IX of this Agreement into the Full-time Faculty Agreement.
7. (a) The Board shall maintain a safe and healthful working environment, and the parties hereto shall cooperate in maintaining such an environment. To this end, the Board shall continue the existing health and Safety Committee presently in existence.  
  
(b) The college shall not raise the 1990-91 bargaining history regarding the arbitrability of health and safety issues.
8. With respect to Ensembles and Applied Music Workload:
  - (a) For adjunct teachers a 2:1 ratio of ensembles (rehearsal) and applied music (instruction) contact hours to credit hours will be used in complying with the definition

of an adjunct instructor under Article I, Section 2, of the current Adjunct/Visiting Lecturer Collective Bargaining Agreement.

- (b) Adjunct music faculty who teach ensembles will have their contact hours to credit hours computed at a ratio of 2:1 (two rehearsal hours equal one credit hour).
- (c) All adjunct instructional hours will be paid at the applicable contact hour rate.

Please indicate your concurrence with the above by signing, dating and returning to the undersigned the enclosed copy of this Separate Letter of Understanding.

COMMUNITY COLLEGE OF PHILADELPHIA

//s// Stephen M. Curtis  
Stephen M. Curtis  
President

AGREED TO AND APPROVED:

FACULTY FEDERATION OF THE COMMUNITY COLLEGE  
OF PHILADELPHIA LOCAL 2026

By //s// John W. Braxton //s//

By //s// Linda D. Evans //s//

Date: June 26, 2003



**EXHIBIT "D"**

[NOTE: THE FOLLOWING IS THE TEXT OF A SIGNED LETTER OF UNDERSTANDING WHICH APPEARS AS "EXHIBIT D" IN THE PRINTED VERSION OF THE ADJUNCT CONTRACT.]

Faculty Federation of Community College  
1700 Spring Garden Street Philadelphia,  
Pennsylvania 19130

Ladies and Gentlemen:

This will confirm our understanding that the subcommittee which was to have made certain recommendations to the Board has concluded its work as to Visiting Lecturers' grandfathering and definition and as a result, agreement between and the Union and the College has been reached regarding Visiting Lecturers' advancing to full-time faculty positions (as set forth in Article IX of the Labor Agreement between the Federation and the College pertaining to part-time Employees and Visiting Lecturers).

The parties agree to incorporate Article IX of the Part-time/Visiting Lecturers' Agreement into the Full-time Faculty Agreement; and that this Article IX of the Part-time/Visiting Lecturers' Agreement is binding on the Federation and all individuals in all units represented by it; that the Federation will neither support, process and/or take to arbitration any grievance, nor support process and/or file any lawsuit, complaint or charge which alleges that the provisions of said Article IX either are in conflict with another agreement and/or are invalid or not effective for any reason.

Please signify your approval of the approval by signing, dating and returning the copy of this

Very truly yours,  
COMMUNITY COLLEGE OF PHILADELPHIA

By: //s// Robert S. King

AGREED TO AND APPROVED

Faculty Federation of CCP, Local  
2026

By //s// Richard D. Keiser //s//

//s// Marsha Ostroff //s//

DATE December 12, 1983

[TEXT OF SIGNED LETTER OF UNDERSTANDING]

## EXHIBIT "E"

### Guidelines for Faculty Participation in the Life of the College

The Community College of Philadelphia is an institution of higher education that recognizes its mission to serve all of the citizens in the community. To serve this community takes the efforts of all of the staff of the college in a way that goes far beyond performing the basic requirements of each individual's job.

For faculty members, especially, participation in the life of the college is an essential ingredient in assuring that the college achieve and maintain the highest standards of educational excellence while at the same time encouraging and providing access to higher education for all who can benefit from our programs.

The Board, the Administration and the Faculty Federation see the central focus for educational excellence coming from the academic community developed between the students and the professional staff of the college. Being a member of that academic community requires that the individual faculty member participate in the life of the institution. In the spirit of defining the need for participation, this joint document characterizes such participation:

- A. We expect each faculty member to meet his or her obligations under the Collective Bargaining Agreement.
- B. Unless otherwise required, we encourage each faculty member, consistent with the applicable bargaining unit agreement, to:
  - 1. Develop and maintain courses of quality in his or her field of expertise, and to develop and maintain up to date course objectives and course requirements and to make them explicit to students.
  - 2. Keep up to date in his or her discipline and in issues related to teaching.
  - 3. Strive for excellence in teaching and to expect excellence in his or her students.
  - 4. Participate in the department and college-wide activities related to self-improvement evaluation.
  - 5. Cooperate with his or her colleagues by covering classes for them when necessary, and to be available to guest lecture in other classes when his or her expertise is desired.
  - 6. Commit time to working with students outside of class. Use his or her office hours to assist students, and to encourage students to consult with him or her during office hours.
  - 7. Contribute to the development of his or her department, discipline, and the college by being involved with committee work and other activities that will help the college.

8. Contribute to the advancement of community college teaching through research, publications, and presentations at professional meetings.
9. Conduct his or her non-teaching administrative activities in a timely and effective manner.
10. Become involved in the academic life of the college by participating in and attending curricular activities beyond the scope of the classroom, and by encouraging students to do the same.

## **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
  - Establish procedures for employee input, i.e. to receive suggestions, report hazards, and other pertinent safety and health information.
  - 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.
  - 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.
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.

## Exhibit "G"

WORKFORCE AND ECONOMIC INNOVATION DIVISION<sup>4</sup>

1. The College has the right to hire the most qualified individual for courses provided through the Division of Workforce and Economic Innovation (both credit and non-credit) offered to clients where enrollment is limited to the client's own employees. The Faculty and Staff Federation will be promptly notified when this happens. Credit course instructors must be approved by the appropriate Department Head of the relevant Academic Division. Employees who earn seniority through these programs can only use that seniority for assignment in workforce development. On July 15th the College will create a list of all non-credit courses taught under contract with an outside client during the previous year. Such list will include the title of the course, the instructor, the name of the outside client and consist of the courses taught in the following term: Summer 2 of the previous academic year, fall, spring and Summer 1 of the current academic year.

2. For open enrollment non-credit courses in Workforce and Economic Innovation Division:

a. Every year in August and April, the Workforce and Economic Innovation Division will seek applications from among College faculty for teaching positions. Announcement of such available offerings and the qualifications for teaching such offerings will be made via email to all Full-time and Part-time/Visiting Lecturer Faculty. The Faculty & Staff Federation shall be copied on this email. Faculty members who wish to be considered for these positions must reply to the announcement within five (5) working days of the email.

b. The College administration shall establish a list of qualified CCP faculty, based on the written set of qualifications. The list shall indicate the standard non-credit courses for which the instructor is qualified.

c. When offerings become available, the College shall send an email message to the pre-approved faculty in Section 2. B. informing them of the availability of courses. Faculty shall have 48 hours to respond to this email and inform the Workforce and Economic Innovation Division of their availability.

d. The Division of Workforce and Economic Innovation shall assign the non-credit course to the qualified and available faculty on the pre-approved list, who timely responded to the opportunity, in the following order: full-time faculty in FT seniority order, and then PT/VL faculty in pool seniority order in accordance with the PT/VL agreement; provided however that the College may use up to 15% seniority exceptions for these assignments. The 15% seniority exceptions shall be based on the total number of non-credit courses provided through the Workforce and Economic Innovation Division in the prior fiscal year. The College shall notify the Federation if it needs additional seniority exceptions and provide them with an opportunity to respond within two working days. Reasonable requests by the College for such additional exceptions to

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<sup>4</sup> As of the execution date of this Agreement, the Workforce and Economic Innovation Division has been renamed the Workforce Development Division and is part of the Academic & Student Success Division.

seniority shall not be unreasonably withheld.

e. If no one on the pre-approved list responds within two business days, the College may hire the most qualified individual or subcontract the work to a third party. The Federation will be notified of any decision to subcontract the non-credit WEI offering under this provision.

3. Notwithstanding anything in Sections 1 or 2, nothing provided in this Article shall prevent the College from engaging in partnership opportunities for the provision of non-credit courses or programs with other entities involving the use of the College's facilities, enrollment management services, bursar and payment services, marketing and/or other services of the College.

EXHIBIT H – Side Agreement on calculating workload when assigned both credit and credit-free teaching assignments entered in October 2022.



**Side Agreement**

This Side Agreement is made and entered into by and between the Community College of Philadelphia (hereinafter the "College") and the Faculty and Staff Federation of the Community College of Philadelphia Local 2026 of the American Federation of Teachers, AFL-CIO, (hereinafter the "Federation") each a "party" and collectively the "parties."

Whereas the College and the Federation are parties to the Adjunct/ Visiting Lecturer Collective Bargaining Agreement;

Now therefore, the parties agree that for purposes of calculating a regular adjunct instructor's workload limit only (i.e. must be less than 9 credits), as defined in Article I, Section 2 of the Adjunct/Visiting Lecturer Collective Bargaining Agreement, when an adjunct receives both credit and credit-free assignments, 45 hours of credit-free course teaching shall be equal to 1 credit hour.

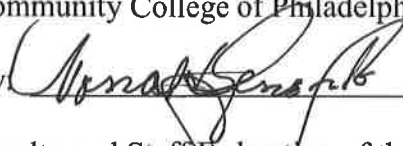
In Witness hereof, and intending to be legally bound the College and the Federation have executed this Agreement on the dates indicated below:

Dated: \_\_\_\_\_

10/12/22

Community College of Philadelphia

By: \_\_\_\_\_



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

Dated: \_\_\_\_\_

10/4/2022

By: \_\_\_\_\_

DocuSigned by:

Nwenna K. Gates

388C572F8727462...

Dated: \_\_\_\_\_

10/6/2022

By: \_\_\_\_\_



**2021 MEMORANDUM OF AGREEMENT- ADJUNCT/VISITING LECTURER**

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 Faculty Collective Bargaining Agreement, subject to ratification by the Federation members in the bargaining unit and approval by the College's Board of Trustees, as follows:

1. **Extended Term - September 1, 2022- August 31, 2024**
2. **Wage Increases for Visiting Lecturers, Part-Time Credit Teaching Employees and Part-Time Counselors and Librarians**
  - a. September 1, 2022- August 31, 2023 - 3.0%
  - b. September 1, 2023-August 31, 2024 - 3.0%
3. **Wage Increases for Part-Time Learning Lab Employees, Part-Time Aides, Credit-Free Offerings, and Part-Time**
  - a. September 1, 2022- August 31, 2023 - 2.0%
  - b. September 1, 2023-August 31, 2024 - 2.0%

The Wage Increases identified above are set forth in Exhibit A. Unless otherwise noted herein, all provisions of this 2021 Memorandum of Agreement ("2021 MOA") shall become effective upon ratification of this 2021 MOA by the Federation members in the bargaining unit and approval by the College's Board of Trustees. Except as expressly amended by this 2021 MOA, all other terms and conditions of the current Adjunct/Visiting Lecturer Faculty Collective Bargaining Agreement shall remain in effect.

**SIGNATURES:**

Faculty and Staff Federation of the Community College of Philadelphia, Local 2026  
of the American Federation of Teachers, AFL-CIO, Adjunct/Visiting Lecturer Bargaining Unit

By: [Signature]

Date: 10/25/21

By: [Signature]

Date: 10/25/21

Community College of Philadelphia

DocuSigned by:

[Signature]

President, Donald Generals, Ed.D.

Date: 10/26/2021 | 10:56 AM EDT

## Exhibit A

PT Credit Instruction

<u>Pool</u>	<u>Units</u>	<u>CURRENT</u> <u>Yr 6 21-22</u>
		<u>3.50%</u>
1	1-3	\$ 1,575.00
2-3	4-11	\$ 1,677.00
4-6	12-23	\$ 1,765.00
7-10	23-39	\$ 1,844.00
11-14	40 +	\$ 1,900.00

<u>Year 1 Extension</u>	<u>Year 2 Extension</u>
<u>22-23</u>	<u>23-24</u>
<u>3.00%</u>	<u>3.00%</u>
\$1,622	\$1,671
\$1,727	\$1,779
\$1,818	\$1,873
\$1,899	\$1,956
\$1,957	\$2,016

PT Learning Lab, Counselors & Librarians, Aides, Credit Free, GED and SATABE/Learning Lab

<u>Pool</u>	<u>1.75%</u>
1-3	\$ 46.45
4-6	\$ 48.65
7-14	\$ 50.78

<u>2.00%</u>	<u>2.00%</u>
\$47.38	\$48.33
\$49.62	\$50.61
\$51.79	\$52.83

GED

<u>Pool</u>	
1-3	\$ 46.45
4-6	\$ 48.65
7-14	\$ 50.78

<u>2.00%</u>	<u>2.00%</u>
\$47.38	\$48.33
\$49.62	\$50.61
\$51.79	\$52.83

Counselors/Librarians

<u>Pool</u>	
1-3	\$ 42.67
4-6	\$ 45.08
7-14	\$ 47.47

<u>3.00%</u>	<u>3.00%</u>
\$43.95	\$45.27
\$46.44	\$47.83
\$48.89	\$50.36

Aides

<u>Pool</u>	
1-3	\$ 31.40
4-6	\$ 33.75
7-14	\$ 36.03

<u>2.00%</u>	<u>2.00%</u>
\$32.02	\$32.66
\$34.42	\$35.11
\$36.75	\$37.49

Credit-free Teaching

<u>Level A</u>	\$ 35.75
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<u>2.00%</u>	<u>2.00%</u>
\$36.46	\$37.19

<u>Level B</u>	\$ 45.34
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<u>2.00%</u>	<u>2.00%</u>
\$46.25	\$47.18

Level C As determined by CCP  
 Level D Open per Marketplace