

Classified Bargaining Unit Collective Bargaining Agreement

by and between

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

September 1, 2011 to August 31, 2016



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THIS AGREEMENT made and entered into this 9th day of February, 2017, by and between COMMUNITY COLLEGE OF PHILADELPHIA ("College") by and through its BOARD OF TRUSTEES ("Board") and the FACULTY AND STAFF FEDERATION OF COMMUNITY COLLEGE OF PHILADELPHIA, LOCAL 2026, American Federation of Teachers, AFL-CIO ("Federation").

WITNESSETH:

ARTICLE I

PURPOSE OF AGREEMENT

1. This Agreement is entered into to provide orderly collective bargaining relations between the Board and the Federation, to secure prompt and equitable disposition of grievances; and to establish wages, hours and working conditions for the employees covered hereby.
2. The term "employee" or "employees" as used throughout this Agreement shall refer to and include those employed as full-time and regular part-time non-teaching employees at the College's campuses and ancillary facilities, irrespective of where such employees may render their services, and excluding those in other units, all security guards, supervisors, first level supervisors and confidential employees as defined by the Public Employee Relations Act ("Act 195").

ARTICLE II

RECOGNITION

The Board recognizes the Federation as the sole and exclusive bargaining agent for the employees in the bargaining unit at its campuses and ancillary facilities described and certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-1212-E, with respect to the College's obligation both to "negotiate" and to "meet and discuss", as those terms are used in Sections 701 and 702, respectively, of Act 195.

ARTICLE III

UNION SECURITY AND CHECK-OFF

1. All employees who are members of the Federation as of the date of this Agreement or who, thereafter, during its term become members of the Federation, shall, as a condition of continued employment, maintain their membership in the Federation for the term of this Agreement; provided, however, that any such employee may resign from membership in the Federation during a period of fifteen (15) days prior to the expiration of this Agreement, and provided further, that the payment of dues and assessments while s/he is a member shall be the only requisite employment condition.
2. The Board agrees to deduct in semi-monthly installments from the salaries of employees who have duly authorized such deductions in writing in accordance with law the regular annual dues of the Federation and to remit same to the Federation no later than fifteen (15) days after the end of such month together with a list containing the names of the members from whom the deductions have been 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 together with the reason(s) therefor.
3. (a) The College and the Federation hereby agree that all non-members of the Federation shall be

subject to a Fair Share Fee as authorized by law.

(b) Subject to the above, Fair Share Fees shall be due and owing from all Employees covered by this Agreement who are not members of the Federation commencing with the first work day in the 1991-92 academic year or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement and so long as they remain non-members of the Federation.

(c) The College agrees to deduct, on a semi-monthly basis, the Fair Share Fee from the base salary of the non-member Employees. Authorization from non-members to deduct Fair Share Fees from earnings paid by the College shall not be required. The rate at which Fair Share Fees are to be deducted shall be certified to the College by the Federation. The aggregate deductions of Fair Share Fees of non-members shall be remitted 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.

(d) The Federation shall calculate the Fair Share Fee rate, prepare and issue a notice to non-members in the manner provided for under State law.

(e) 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 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 for whom no deductions have been made.

Employees may elect to make such deductions upon hire into the Classified bargaining unit. Employees shall make changes in such deductions, including beginning or ending deductions and changing the amount of deductions, effective once per year in November, upon prior notification of the College.

4. 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.

ARTICLE IV RIGHTS OF THE FEDERATION

1. The President or his/her designee(s) agrees to meet at mutually convenient times, but at least monthly, if requested, with representatives of the Federation for the purpose of discussing matters of mutual concern as well as matters relating to this Agreement and the implementation thereof. Requests for such meetings shall be made at least one (1) week in advance, where possible, and shall include a proposed agenda. If desired, the President or his/her designee(s) also may submit an agenda. In any event such request shall be acknowledged no later than one (1) week from the date of receipt of the request.
2. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on Board property at reasonable times, provided they give their immediate supervisor(s) reasonable notice and 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 of hours of the custodial staff. The Federation shall reimburse the Board for any additional costs resulting from such use.

3. The Federation shall have the right to post the official notices of its activities on bulletin boards. A notice which does not make clear on its face that it has been issued by the Federation shall not be posted on bulletin boards by the Federation. All facilities, where there are five (5) or more employees and where the lease for such facilities is for a period of one (1) year or more shall be equipped with bulletin boards.
4. For purposes of negotiations and the enforcement and / or implementation of this Agreement, the Board shall make available to the Federation, upon reasonable notice, any material, information, statistics and / or records which were prepared in the regular course of the College's business, provided the same can be made available without undue interference with the normal work responsibilities of the employees involved. Any and all requests for information will be addressed directly to the College's General Counsel and Vice President for Human Resources.
5. 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 this Agreement, they shall suffer no loss in pay.
6. (a) The Board will provide the Federation four (4) times a year with the name, department (including facility), address, classification and date of hire of each employee; and, as well, with the names of those who are terminated, laid off, recalled, retired, transferred and/or reclassified (including unit changes), together with the effective dates thereof.
(b) Not later than November 1, each year, the Board shall supply the Federation with a complete seniority list which shall be considered final as to an employee, unless s/he shall file a protest within thirty (30) working days after receipt by the Federation; and, as well, with a complete list of those employees on leaves of absence, together with the estimated dates of return.
7. The Board and its representatives and the Federation and its representatives shall take no action violative of, or inconsistent with, any provision of this Agreement.
8. (a) Any employee who is elected or appointed as a member of the Business Affairs Committee or any committee or sub-committee dealing with business affairs matters shall suffer no loss of pay or other benefit for attendance at the meeting of such Committee.
(b) Anything herein to the contrary notwithstanding, not more than four (4) employees and not more than one (1) employee from any one department shall be permitted to serve as a member of the Business Affairs Committee or any committee or sub-committee dealing with such matters. If an elected or appointed member of the Committee is unable to attend a scheduled meeting a duly elected or appointed alternate shall be permitted to attend such meeting.
9. (a) All elected representatives shall be permitted to attend Federation Representative Council meetings without loss of pay or benefits for the period of two and one-half (2 1 /2) hours which time shall include their lunch period. If an elected member of the Representative Council is unable to attend a scheduled meeting, a duly elected or appointed alternate shall be permitted to attend such meeting with no loss of pay or benefits. Federation shall supply the Board with an official list of department representatives and alternates at the beginning of each year of their respective term(s) of office. In addition, the representatives or alternates will give their immediate supervisor(s) reasonable notice of the dates and times of meetings.
(b) Released time thus granted shall include meetings limited to CE representatives. Meetings exclusive to CE representatives for which released time is granted shall not be held more than two (2) times per calendar year and shall not exceed one and one half (1-1/2) hours exclusive of lunch. Released time for

meetings limited to CE representatives shall be granted subject to operational needs. The Federation shall give the board two (2) weeks' notice of such meetings.

- ~~10. The College shall allow unit-wide released time for general membership meetings during which membership is expected to vote on contract ratification. Such released time shall not exceed two hours.~~
11. Federation shall be notified of any disciplinary suspensions or terminations of classified bargaining unit employees.
12. The investigation of grievances will normally be conducted during non-working hours. Should it become necessary for such investigation to take place during the work day, the co-chairperson(s) will be granted the necessary time off provided the affected co-chairperson receives the approval of his/her supervisor, and such time does not exceed seven and one-half (7 1/2) non-cumulative hours per week total for each co-chairpersons. The approval of the supervisor shall not be unreasonably withheld. In the event that legitimate federation business requires the involvement of the co-chairs in excess of seven and one-half (7 1/2) hours per week, every effort will be made to allow the additional time unless operational needs require the officers' presence in their work areas.
13. The Board will promptly notify the Federation of a decision to abolish or not fill a position within the bargaining unit.
14. Employees shall have the right to use unpaid leaves to attend conferences, if this attendance is approved in advance by the Board's designee.
15. The Board shall also inform the Federation of any decision to have bargaining unit work performed by subcontractors or non-bargaining unit employees of the College. Before issuing RFP's for subcontracted classified work, the Federation and the Human Resources Office shall receive a draft of the proposed RFP. In the event work is outsourced without an RFP, the appropriate supervisor shall inform the Federation via email prior to the commencement of such work. In the event of an emergency, the appropriate supervisor shall notify the Federation as soon as practicable of such outsourced work.
16. Classified Employees are eligible to receive Federation Extended Time, as provided in Article VIII. H. of the Full-time Faculty Bargaining Agreement.

ARTICLE V RIGHTS OF BOARD

1. The Board, at its discretion, shall exercise the right, in accordance with applicable laws, to manage all operations including the direction of employees and facilities and property of the College, except as modified by this Agreement.
2. As provided by Act 195, matters of inherent managerial policy are reserved exclusively to the Board. These include, but shall not be limited to such areas of discretion or policy as the functions and programs of the College, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.
3. The listing of specific rights in this Article is not intended to be and shall not be considered restrictive or as constituting a waiver of any rights of management not listed and not specifically surrendered herein.

ARTICLE VI FAIR PRACTICES

1. Neither the Board nor the Federation shall discriminate against any employee because of race, creed, color, national origin, sex, age, marital status, sexual preference 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.
2. There shall be no restriction on the employment of more than one (1) member of the same family, except that the Board may not be required to employ members of the same family in the same department.
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 account.
 - (g) A person fulfilling the criteria in (1) through (6) 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 VII AGREEMENT AGAINST STRIKES AND LOCKOUTS

During the term of this Agreement or any extension thereof, Federation shall not, either directly or

indirectly, countenance, support, suggest or participate in any strike, work-stoppage or slow-down of any sort; nor shall there be any lock-out on the part of the Board.

ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance is an allegation or complaint that there has been a breach, violation, misinterpretation, misapplication, inequitable or otherwise improper application of, or a deviation from, the terms of this Agreement or of any policy, practice, or procedure which relates to wages, hours, or working conditions.

- (a) **Step 1.** Prior to submitting a formal, written grievance, grievant and his/her supervisor shall make every effort to resolve a grievance informally. Employee must state at such meeting that this is an informal grievance discussion. This informal process must take place 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. If there is no informal resolution, grievant shall provide his/her supervisor the grievance in writing, including the facts giving rise to the dispute and the relief requested within ten (10) days of the informal meeting.
- (b) **Step 2.** If the grievance is not suitably resolved at Step 1, the grievant may, within five (5) working days after the impasse, submit a written grievance to the next higher supervisor. This written grievance shall set forth the facts giving rise to the dispute, and the relief requested. Such next higher supervisor shall, within ten (10) working days of his/her 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) days' notice, file a written response setting forth the action to be taken thereon. In any event the next higher supervisor shall have a minimum of five (5) working days following the conclusion of the hearing to file his / her reply.
- (c) **Step 3.** If the grievance is not suitably resolved at Step 2, the grievant may, within five (5) working days after the receipt of the written decision at Step 2, submit a written appeal to either the President or a party designated by him/her to hear and decide such matters. Such individual shall have ten (10) working days, following the 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) days' notice, to file a written response there-to. In any event, the President or his / her designee shall have a minimum of five (5) working days following the conclusion of the hearing to file his/her reply.
- (d) **Step 4. Binding Arbitration**
 - (1) 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.
 - (2) 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.
 - (3) The decision of the arbitrator shall be final and binding upon the parties, but s/he shall have no authority to add to, subtract from or modify this Agreement.

- (4) 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.
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(e) General Procedure

- (1) Anything herein to the contrary notwithstanding, the filing of a grievance or the appeal from any Step of the 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.
 - (2) Subject to the requirements of Section 606 of Act 195, the grievant may be represented by the Federation at any Step of the Grievance Procedure.
 - (3) In any event, the Federation shall be notified of any lodged grievance, and shall have the right to be present and speak at any such grievance hearing.
 - (4) Anything herein to the contrary notwithstanding, a grievance shall be lodged at its point of origin and the general procedures relating to the Step shall apply, including the right of appeal. The Federation may initiate or appeal a grievance at any Step of this procedure.
 - (5) 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.
 - (6) If the grievance filed pertains to an individual, only the individual and representative(s) (not more than two [2]) for the Federation, together with the representative(s) (not more than two [2]) for the Board may be present at any Step. If the grievance is a class grievance, the Federation's representative(s), as aforesaid, the Board's representative(s), as aforesaid, 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.
 - (7) An employee shall suffer no loss in pay if s/he is requested by either party to be present at a grievance hearing during his / her working hours.
 - (8) 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.
2. Any complaint with respect to working conditions not specified in this Agreement may be processed as any other grievance except that the final Step shall be "Step 3"; however, all of the provisions of "(e) General Procedure", above, shall be applicable hereto. If a person is designated by the President to hear the complaint, such person shall be someone other than the grievant's supervisor. The decision after such hearing shall be binding on the parties.

ARTICLE IX SENIORITY

1. Seniority

- (a) Seniority shall be defined as an employee's length of service with the Board since his/her most recent date of hire. During his/her ninety (90) day probationary period an employee shall accumulate no seniority. During the probationary period, an employee may be transferred or terminated for any reason without recourse on the part of the employee or the Federation. Upon the expiration of the probationary period, if the employee is continued in the Board's employ, his/her seniority shall date back to the last hiring date.
- (b) Seniority shall not accrue during a period of unpaid leave of absence (of more than one [1] month), except for employees on military or childcare leave.
- (c) An employee who accepts a non-bargaining unit position shall retain his/her accrued seniority from his/her date of transfer to the non-bargaining unit position up to a maximum of eighteen (18) months. However, such an employee shall not accrue seniority while s/he is working in such non-bargaining unit position.

2. Layoff

In the event of layoff due to reduction in work requirements, employees will be moved or laid off in the following manner:

- (a) An employee, when affected by a reduction in the working force, will be allowed to utilize his/her seniority to bump into another job in the same or a lower labor grade which, in the Board's opinion, s/he is qualified to perform with a one (1) week orientation period; provided, however, that except in cases of emergency, the first employee to be bumped and the Federation will be given one (1) week's notice.
- (b) An employee may elect to be laid off rather than accept a job for which s/he is qualified.
- (c) Whenever an employee, by exercise of his/her seniority rights, displaces another employee, the least senior employee in the classification affected shall be the employee displaced.
- (d) An employee who accepts a position in a lower labor grade in lieu of layoff will receive pay at the top of the rate range of said lower labor grade provided his / her current rate is higher than the top rate of the lower labor grade. An employee who accepts a position in a lower labor grade in lieu of layoff will retain his / her current rate if his / her rate is lower than the top rate of the lower labor grade.
- (e) An employee who accepts a position in the same labor grade in lieu of layoff will continue to receive his / her current rate of pay.
- (f) No bargaining unit employee shall hereafter be laid off or be maintained on lay-off status if bargaining unit work which s/he is qualified to perform is being performed by non-bargaining unit personnel, including sub-contractors.

3. Recall

In the event of an increase in the work requirements, employees will be recalled in the following manner: Employees will be recalled to work which they had performed at the College at the time of layoff in accordance with their seniority; if the recall is to another job, seniority will be recognized

provided such employee, in the opinion of the Board, is qualified to do such work.

4. Filling Job Openings

- (a) The right to determine when a job vacancy exists, and the qualifications therefor, is solely the responsibility of the Board. In order that employees may have the opportunity of bidding for vacant jobs within the bargaining unit, openings will be posted on a designated bulletin board for seven (7) working days as such openings become available. Employees may apply at the Personnel Office within the seven (7) days during which the job is posted, but not thereafter. The Federation shall receive a copy of all bargaining unit job postings at the same time said postings are made public.
- (b) The Board shall select a qualified employee with the highest seniority from among those who bid to fill such openings. If, in the Board's opinion, there are no qualified bidders, the Board may then fill the opening from whatever source it deems necessary. In order to avoid interruption of the efficient operation of the College, the Board may fill the opening by temporary transfer until such selection is made. An employee who is selected for a posted job will have a thirty (30) work day trial period; provided, however, that the employee and his/her supervisor may mutually agree to conclude the trial period in less than thirty (30) work days; however, no adjustment in the hourly rate of pay will be paid until the Monday following the completion of the thirty (30) work days, but it shall then be retroactive to the first day of employment in the new position. If the employee, in the judgment of the Board, cannot satisfactorily perform the duties of the job, or if the employee him / herself decides s/ he does not want the job within the thirty (30) work day trial period (or in such shorter period as is mutually agreed upon as aforesaid), shall be returned to his/her former job without loss of seniority.
- (c) The successful candidate on a posted job bid will not be permitted to bid on another posted job for a period of six (6) months.
- (d) An applicant who is selected to fill a posted job and refuses such job or who voluntarily gives up or who cannot qualify for the job within the thirty (30) work day trial period, will not be permitted to bid on another posted job for a period of six (6) months. An applicant may, however, withdraw his/her bid without penalty up to one (1) day prior to the end of the seven (7) working day posting period. Should an employee who accepts a posted job vacate the job within the thirty (30) work day trial period, the next senior qualified employee on the list shall be selected to fill the job opening.
- (e) As stated above, there will be no payment of any adjustment in the hourly rate of pay until the Monday following the completion of the thirty (30) work day trial period. In the case of a move upward in Labor Grade, the hourly rate then will be the higher of the minimum rate of the posted job or an adjustment to the hourly rate which is eight (8%) percent for one (1) grade, nine (9%) percent for two (2) grades, ten (10%) percent for three (3) grades, or eleven (11%) percent for four (4) or more grades in excess of his/her then current rate. The filling of a job of the same grade will not entitle an employee to a change in rate. An employee filling a job of a lower grade will receive his/her current rate or the new maximum for that grade in the event his/her rate is above the maximum, whichever is lower; provided, however, that in connection with jobs filled after the ratification of this Agreement at a lower grade the Employee's rate shall not decrease more than eight (8%) percent for a downward move of one (1) grade; nine (9%) percent for two (2) grades; ten (10%) percent for three (3) grades and eleven (11%) percent for four (4) or more grades.

All employees who fill lower rated jobs will, if they subsequently fill a higher rated job, be entitled only to an adjustment which will yield a rate equal to their then current rate or the minimum rate of the posted job, whichever is higher unless such employee has been at a lower job grade for at least five (5) years due to having been bumped during a layoff procedure, in which case s/he shall be entitled to appropriate increases.

- (f) A temporary transfer (one which does not exceed ten (10) working days) may be made without regard to seniority, when such transfer is to meet a need because of an emergency or peak service, vacation periods, or other similar situations. When an employee is temporarily transferred to another job s/he shall be paid her/his current rate unless working at a higher grade. If working at a higher grade s/he will have their pay adjusted to the grade rate of the employee's normal pay rate plus a percentage dependent upon the number of grades the employee works above her/his normal grade. The percentage will be eight (8%) percent for one (1) grade, nine (9%) percent for two (2) grades, ten (10%) percent for three (3) grades and eleven (11%) percent for four (4) or more grades. Out-of-class pay shall be computed in half hour segments.

Such assignments shall not be made with the intent to limit work that has been performed consistently on an overtime basis in the past. When an employee is assigned to work out of class, the supervisor will enter the following information on a four-page log form: (a) the time the employee worked, (b) the grade level difference, and (c) the type of experience achieved by the higher grade work. The pages of the four-page log form shall be distributed by the supervisor as follows: the original will be retained by the supervisor for the department file, one copy to the employee, one copy to the Human Resources Office to be filed in the employee's official personnel file, and one copy to the Faculty Federation Office.

A log of all such assignments and their duration shall be kept by all supervisors and be available for Federation inspection. Employee's performing out of class work will receive appropriate credit for the work performed when applying for positions at a higher grade.

- (g) An employee may be transferred or moved within a department or from one department to another regardless of seniority if the nature of the work to be performed is substantially the same. Except as otherwise provided in this Agreement, no employee shall be transferred or moved to a position at a higher grade. The Board shall not effect a transfer unless it determines that such transfer is desirable for the more efficient administration of the College.
- (h) A short-term assignment for up to seventy-five (75) work days may be made without regard to seniority for training and/or professional development purposes related to the Employee's current position. This assignment may involve a transfer between the Main Campus, Regional Centers, and other locations where the College conducts business. The affected Employee will be provided with at least fourteen (14) calendar days notification prior to the start date of the short-term assignment, or shorter if mutually agreed.
- (i) A short-term assignment for up to seventy-five (75) work days may be made without regard to seniority for training and/or professional development purposes not related to the Employee's current position. This assignment may involve a transfer between departments within the same division. The affected Employee will be provided with at least fourteen (14) calendar days notification prior to the start date of the short-term

assignment, or shorter if mutually agreed. If this assignment entails working out of grade, payment will be made according to Article IX 4 (f). Such training shall not be used to upgrade a less senior Employee over a more senior Employee.

- (j) The qualifications for every job posted will be listed in the original posting and when a posting is subsequently changed all applicants will be advised of the changed posting and a new posting period will commence.
- (k) When an employee is to be interviewed for a posted job for which s/he has applied, s/he shall receive at least one (1) day's prior notice of the date of the interview.
- (l) All applicants who have applied for the posted job shall be notified when an appointment has been made.
- (m) If a job vacancy exists three (3) months following posting, the vacancy shall be re-posted in accordance with above-mentioned specifications. While the position is re-posted, in accordance with this section, the College is permitted to continue to attempt to fill the opening with applicants from outside the bargaining unit, provided, however, that a qualified bidder from within the bargaining unit who bids during the re-posting period shall have priority to fill the vacancy over an applicant from outside the bargaining unit who applies during the reposting period. Qualified applicants within the bargaining unit who bid during the re-posting period will be considered with applicants from outside the unit who applied prior to the re-posting period but shall not have priority over applicants from outside the bargaining unit who applied prior to the re-posting period. Whenever the College re-posts, in accordance with this section, the re-posting will be identified with an Asterisk (*) at the end of this Position Title.
- (n) When an employee applies for a new position and passes the typing and/or steno tests, such test results shall remain valid for a period of twelve (12) months. In the event an employee applies for two (2) or more positions at the same time, that employee may take the typing and / or steno test(s) for each such position so applied for.
- (o) All job skills tests for unit positions shall be reviewed and administered by the Human Resources Office. In the event that Human Resources delegates administration of tests, the Federation shall be notified of the reasons for such delegation. All tests will be kept on file in the Human Resources Office and available for inspection by the Federation co-chairs.
- (p) If an employee cancels three (3) test appointments for a given position, that employee will be deemed to have withdrawn their application for that position and the Board may continue down the seniority list, administering the test(s) to the next senior candidate. After canceling any scheduled test appointment, the employee must, within five (5) working days of the missed test appointment, contact Human Resources to reschedule. The test will be rescheduled no later than seven (7) working days of the canceled test date. If a test is missed due to the employee being out due to extended illness or a death in the family, the employee shall have three (3) working days from his/her return to work to reschedule with the test to be taken within seven (7) working days of such return.
- (q) If an employee bids on more than one position and is the most senior candidate for more than one position, the Board shall have the right to continue down the seniority list to administer the test(s) to the next senior candidate, provided however, that the position may not be offered to the next most senior candidate until the more senior candidate has

either rejected the position or failed to qualify for the position. If the most senior candidate is offered a position, s/he will have five (5) work days to accept or reject the offer. If the employee does not contact Human Resources within this time period, it is deemed that s/he has withdrawn his/her application for the position.

ARTICLE X TERMINATION OF EMPLOYMENT

1. Dismissals and Discipline

- (a) No employee shall be dismissed or otherwise disciplined except for just cause.
- (b) No employee shall be dismissed for incompetence unless such employee has received two (2) weeks prior written notice of inadequacy of performance.
- (c) Appeals pertaining to dismissals or disciplinary action shall be processed through the Grievance Procedure.
- (d) For purposes of this subsection, an employee's record shall be purged of prior infractions if there is no infraction of any kind for a continuous period of eighteen (18) months.

2. Terminations for Other Reasons

A person's employment will be considered terminated for any of the following reasons:

- (a) Voluntary resignation;
- (b) Retirement;
- (c) Absence for three (3) consecutive working days without notifying the immediate supervisor or, if s/he cannot be reached, the Personnel Office, except in an emergency situation;
- (d) Failure to return to work at the conclusion of a leave of absence or any approved extension thereof, except in an emergency situation.
- (e) (1) Failure to return to work from layoff within two (2) weeks after notice is sent from the Board by certified mail, return receipt requested, to the last address which the employee furnished the Personnel Department. It is the employee's responsibility to notify the Personnel Department of any change of address;
(2) If within three (3) days of his/her receipt of the notice to return to work, an employee notifies the Personnel Department that s/he must give two (2) weeks' notice to his/her then employer, such employee shall not be required to return to work prior to the expiration of two (2) weeks from such notice from employee to Personnel Department;
- (f) (1) Absence due to layoff which continues for a period equal to an employee's period of service for employees of less than one (1) year, exclusive of the layoff period.
(2) Absence due to layoff which continues for a period of one (1) year, where the employee's period of service has been five (5) years or less, exclusive of the layoff period.
(3) Absence due to layoff which continues for a period of two (2) years, where the employee's period of service was in excess of five (5) years, exclusive of the layoff period.

ARTICLE XI
WAGES, HOURS AND OVERTIME

1. Wages

- (a) For the term of this Agreement, wage rates and increases shall be as set forth on Exhibit "A" attached hereto and made a part hereof.
- (b) For all those who are scheduled to begin their regular day's work between 12:00 P.M. and 7:00 A.M. and whose regularly scheduled work week is at least 30 hours, there shall be a shift differential of thirty-five cents (\$.35) per hour. No such differential shall be applied to overtime.

2. Hours

(a) Regular Work Hours

For all present full-time employees, the regular work week shall consist of five (5) consecutive days from Monday through Friday, except for those employees who were hired, or who in the future may be hired to work on Saturdays and / or Sundays as part of their regular five (5) consecutive day work week. If the five (5) day consecutive work week for any existing employee is changed to include Saturday and / or Sunday as a regular work day for such employee, such employee shall have the option of accepting the revised work week or going on layoff status. Likewise, an employee may elect to take a layoff in the event her / his regular daily shift hours are changed by three (3) hours or more. The regular work day shall consist of seven and one-half (7-1/2) hours exclusive of an unpaid lunch period of one (1) hour.

With respect to breaks, all employees will receive two (2) breaks (not to exceed fifteen (15) minutes each) per day, one (1) break to be taken before lunch and one (1) break to be taken after lunch. Supervisors shall be informed when an employee leaves and returns from break, except for regularly scheduled break period. Supervisors shall have the discretion to schedule break times where operationally necessary. Breaks shall not be combined with lunch without prior approval from employee's supervisor. Breaks may not be taken in the first fifteen (15) minutes or last fifteen (15) minutes of a work shift, unless the employee was specifically requested by his/her supervisor to work through a break period and the supervisor approved the break to be taken in the last fifteen (15) minutes of the work shift.

(b) Summer Work Hours

For all full-time employees a special four (4) day work week shall be in effect from the second Friday in May and shall end the third Friday in August so that the work week shall be four (4) days (Monday through Thursday) of nine (9) hours each, for a total of thirty-six (36) hours.

(c) Overtime

(1) Work performed in excess of thirty-seven and one-half (37-1/2) hours in any work week shall be compensated at time and one-half the regular straight-time rate. Work performed on a seventh (7th) day of actual work in a work week shall be compensated at double the regular straight-time rate. Work performed on a scheduled holiday as specified herein shall be compensated at the rate of time and one-half the regular straight-time rate in addition

to idle holiday pay. During the weeks in which the special summer work week hours are applicable in accordance with the provisions of sub-paragraph (b), above, overtime shall be computed on a thirty-six (36) hour work week.

(2) If an employee is entitled to premium pay (time and one-half or double time) under more than one (1) provision of this Agreement, s/he shall receive the highest rate of pay provided for by any such provision, but there shall be no pyramiding of such overtime. An employee who works overtime shall not be given time off to offset such overtime.

(3) The parties recognize the need for overtime at various times in varying degrees depending upon operational circumstances and agree to cooperate in meeting that need. An employee will be excused from working overtime if in the opinion of the supervisor his/her excuse for refusing overtime is a reasonable one. The supervisor will not unreasonably withhold consent to excuse an employee from an overtime assignment.

(4) If an employee desires to be excused from an overtime assignment for any reason whatsoever, s/he may be excused from such assignment if another employee is willing to accept such overtime assignment and such employee is, in the opinion of the supervisor, qualified to do the work.

(5) Except as provided below, overtime shall be first assigned to an employee within the departmental unit on a rotating seniority basis, if in the opinion of the supervisor, such employee is qualified to perform such work. After such offer of assignment is made within the departmental unit, the supervisor may offer such overtime to any employee. Daily overtime may be assigned to employee(s) who had been doing the work during the regular work day; and in the event of unforeseen circumstances, such as last minute needs, overtime may be assigned as the supervisor deems appropriate; provided, however, that these exceptions will not be used in a discriminatory manner.

(6) If the overtime work exceeds the seven and one-half (7 ½) hour work day by two (2) hours, the Board shall provide the employee with \$11.50 as a dinner meal and transportation allowance. Where an employee is called in without advance notice to work on the sixth (6th) and/or seventh (7th) day of his/her regular work week or on a holiday, the Board shall provide the employee with \$5.50 as a lunch meal allowance provided that the employee works at least for (4) hours. An employee who works previously scheduled hours on the sixth (6th) and/or seventh (7th) day of his/her regular work week or on a holiday is not entitled to a lunch meal allowance.

(d) Call-In Pay

Any employee called in specifically to perform work other than on a regularly-scheduled work day for that employee, shall be given not less than four (4) hours' work or shall be paid for four (4) hours at the regular rate for that day.

3. Payroll Adjustments

Where a payroll adjustment is made because of an error in computation resulting in the employee's owing money to the Board the employee shall be advised of such adjustment.

ARTICLE XII VACATIONS

1. The "vacation year" shall extend from July 1 to June 30. Vacation normally will be taken no later than June 30 of the year following that in which it was earned. Notwithstanding the preceding sentence, employees may accrue vacation time to a maximum of sixty (60) days; provided, however, that except for the then current year's accumulation, no payment will be made for accrued vacation in the event an employee is terminated or for any other reason and provided, further, that any such payment for the current year's accumulation shall be in accordance with the established practice of the College as provided in sub-paragraph 6, below.
2. Employees shall be entitled to the following vacations with pay at the rate of pay in effect for such employees at the time the vacations actually are taken (an employee who will have earned a longer vacation period as of October 1 of any year shall in that year be entitled to such additional vacation as of July 1 of that year; and first-year employees may take whatever vacation time they may have earned only after July 1):

LENGTH OF ACTIVE SERVICE AS OF JUNE 30TH	VACATION TIME
Up to one (1) year	One (1) day for each month of employment up to ten (10) working days
One (1) year but less than three (3) years	Two (2) weeks (10 days)
Three (3) years but less than five (5) years	Three (3) weeks (15 days)
Five (5) years or more	Four (4) weeks (20 days)

3. If an employee is absent on unpaid leave for thirty (30) days or more for any reason other than illness or military reserve duty, no vacation benefits shall accrue for this period.
4. Each employee shall receive written notification before April 1, of the total vacation time to which s/he is entitled (including that remaining from the previous years).
5. When an employee gives the Payroll Department at least two (2) working days prior written notice of the date his/her vacation is to begin, such employee shall be paid his/her vacation pay on the last working day before commencement of his / her vacation period.
6. An employee who has had more than one (1) year's service who is dismissed for cause or resigns or retires after having given at least two (2) weeks prior written notice shall be paid the current year's accrued vacation time to the last date of his/her employment. Any employee who is terminated for any reason who has been paid for unearned vacation shall be required to reimburse the College for the unearned vacation taken.
7. Vacation schedules shall be subject to the approval of the employee's supervisor, based upon departmental needs. Every effort shall be made to accommodate an employee's request. Where two (2) or more employees request the same vacation, and all requests cannot be honored, consistent with the efficient operation of the College, preference shall be given to employees' requests on the basis of seniority.
8. If a holiday provided in Section 1 of Article XIII falls within an employee's vacation time, or if the College for any other reason is closed on any day, that day will not be charged against the employee's

vacation or any other paid leave time.

9. Employees will be allowed to have a day off during restricted periods for birthdays through the use of personal or vacation time.

ARTICLE XIII HOLIDAYS

1. Holidays with pay for seven and one-half (7-1 /2) hours at the then current straight-time rate of pay shall be granted to all full-time employees; provided, however, that to be entitled to the holiday pay, an employee shall have worked the full last scheduled work day before and the full first scheduled work day after the holiday, unless the employee's absence was due to illness or s/he was otherwise excused. Employees whose work week consists of work days of irregular lengths will receive holiday pay for the number of hours they are normally scheduled to work for the day on which the holiday occurs. The holidays granted hereby are:

New Year's Day

The Reverend Dr. Martin Luther King's Birthday

A spring vacation of five (5) days during the Spring Break

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

One-half day on December 24, if it is a work day

Christmas Day

[The College shall be closed between the Christmas holiday and the New Year's holiday. Employees will be required to use two days of vacation or personal time for the period.]

Four Personal Holidays

[Note: mutually agreed upon by supervisor and employee, provided, however that supervisor will not unreasonably withhold consent.]

If an employee has not taken his/her personal holidays or any part thereof, by December 1 of any year because of previous denials by the employee's supervisor, such employee may request to take his/her leave in December, at any time, upon giving the supervisor one (1) day's prior notice. The employee's supervisor may deny such request for operational reasons. If the supervisor denies such request, the employee may elect to re-characterize a previously taken vacation day as personal time, thereby increasing the employee's vacation time bank by the amount of re-characterized hours. With respect to first-year employees, an employee shall be deemed to have earned a personal day after completing his/her probationary period and thereafter at the rate of one (1) personal holiday for each additional ninety (90) days but s/he may take a personal holiday after forty-five (45) days of service in that quarter. Any first-year employee who is terminated for any reason who has taken unearned personal days shall be required to reimburse the College for the unearned personal leave taken.

2. When any of the said holidays occurs on a Saturday it will be celebrated on a Friday and when any of said holidays occurs on a Sunday, it will be celebrated on Monday.

ARTICLE XIV INSURANCE

1. Life¹

The Board shall, at its expense, provide life insurance at two (2) times annual salary with a \$40,000 minimum effective September 1, 1998 (an employee has the right to waive life insurance above \$50,000) and accidental death and dismemberment insurance to each non-probationary regular full-time employee.

2. Medical-Surgical

Effective as of the first of the month following the date of ratification of this Agreement, the Board shall, at its expense, provide to each full-time non-probationary employee the same coverage as it extends to the full-time faculty (including HMO option) and dependent coverage, which shall cover spouses and dependent children to age 26 if full-time students in accordance with Federal law. For purposes of this Article XIV, the term "dependent" shall include spousal equivalents, as that term is defined in Article VI, above. The coverage provided herein shall include the Pap Smear Rider and the Psychological Out-of-State Rider and shall continue to provide for psychiatric services (with a limit of U.C.R. per visit, no lifetime maximum, \$80 maximum benefit per outpatient visit, 48 outpatient visits per calendar year, 35 inpatient days per calendar year). To be entitled to psychological benefits the psychologist must be duly licensed in Pennsylvania or in the jurisdiction in which s/he practices and performs professional services, in accordance with the requirements of the carrier. In addition, the Board shall provide self-insured coverage for speech therapy for each Employee whose speech is adversely affected by injury or other medical condition covered by coverage listed in this Article XIV. Under no circumstances shall the Board be obligated to spend more than a total of \$5,000 per year on this coverage; provided, however, that money allocated for this purpose in one year and not spent shall be available to be used for the same purpose in succeeding years.

3. Drug Plan

The Board is providing, at its expense, a prescription drug plan (including oral contraceptives) to all full-time non-probationary employees and their eligible dependents in accordance with the plan's rules and regulations. Also effective that date, or as soon thereafter as is reasonably possible, the Board shall offer a mail order and / or generic program, as is mutually agreed to by the parties. Generic drugs shall be used unless no generic exists or a physician certifies that a non-generic must be used. Effective September 1, 2013, participants pay two times the applicable co-pay for a three-month mail order supply.

4. Dental Plan

The Board shall continue to provide, at its expense, the Delta Dental PPO, Delta Dental Premier, Delta Care and United Concordia Plans, in accordance with the carriers' rules and regulations; and the Board shall, in addition, continue to pay the costs of Family/Dependent Dental.

¹ As and to the extent required by law, the Board shall retain all Employees age 65 and over in the coverage described in XIV.A.(1) through (4) as their primary coverage (Medicare Parts "A" and "B" shall be secondary coverage). 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 an obtain Medicare Parts "A" and "B."

Presently, the dental coverage supplied by Delta Dental includes:

Dental Treatment Costs

<i>Dental Services Proposed</i>	<i>Paid by Delta</i>	<i>Paid by Patient</i>
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, maximum \$1700 per person per calendar year. For Premier Dentists and Non-Participating Dentists, maximum \$1,500 per person per calendar year. Orthodontics has a separate maximum of \$1000 lifetime per patient for all dentists.

Eligible dependent children are covered to age 19, unless they are students in a bona fide institution of higher education, in which case, eligibility is extended to age 26. 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.

5. Coverage in the Event of Death

In the event of the death of an employee who had enjoyed such coverage immediately prior to his/her death, dependent coverage on the benefits provided in sub-paragraphs 2, 3 and 4 above shall be continued at the Board's expense for a period of ninety (90) days following such death.

6. Medical Insurance for Retirees

An Employee who notifies the College of his/her intention to retire before August 31, 2014 shall be eligible for post-retirement health benefits at the end of the academic year in which s/he turns sixty (60) or later with a least ten (10) years of full-time service at the College. Beginning on September 1, 2014, in order to be eligible for post-retirement health benefits, an Employee must meet the following requirements: retire from the College after s/he turns at least sixty-two (62); have at least ten (10) years of full-time service at the College; and his/her age plus years of full-time service at the College equal at least seventy-seven (77). Until a retired employee is eligible for Medicare, the retiree shall be entitled to coverage of all medical, dental, and prescription drug insurance that is available to regular full-time faculty. When a retired employee becomes eligible for Medicare, the retiree may elect which, if any, coverage is desired for the retiree and his / her dependents, if such coverage is satisfactory to the carrier; and the Board may substitute Blue Cross 65 Special and Blue Shield 65 Special for Blue Cross and Blue Shield respectively. The Medicare cost shall be the lesser of the Medicare Part B rate the retiree is actually charged, or the published Medicare Part B base rate in effect each year.

7. Income/Benefit Protection

(a) An employee who has been ill or who has been disabled for a period of twenty-eight (28) days shall receive, thereafter, 80 percent (80%) of his/her regular salary for a period of one hundred and fifty-two (152) days after such first twenty-eight (28) day period. The employee shall provide the Board with satisfactory proof of illness or disability.

(b) Employees on unpaid sick leave, even though long-term disability coverage is applicable, shall have

the Employer's contribution continue for Blue Cross/Blue Shield, Major Medical, Dental, Drug Prescription and Life Insurance for a period of six (6) months; and regular full-time employees with two (2) or more years of continuous service since their last date of hire who are on LTD shall have fringe benefits continued the same as full-time faculty who are on LTD. If less than two (2) years, the provisions of Section 10(a) of Article XVII, infra, shall be applicable, however.

8. Disability

With respect to full-time employees who have been employed for a period of one (1) year or more, the Board shall pay the insurance premium on a long-term disability contract to cover periods of disability commencing twenty-six (26) weeks following completion of one (1) year of employment in accordance with TIAA-CREF requirements. The total disability payments from the insurance coverage and Social Security (including family benefits) for each such employee shall provide sixty (60%) percent of his/her base salary in accordance with the provisions of the TIAA-CREF insurance policy, including amendments existing as of the date of this Agreement. Employees are to notify Social Security of their disability. Regular full-time employees with four (4) or more years of continuous service since their last date of hire who are on LTD shall have fringe benefits continued the same as full-time faculty who are on LTD; and those with less than said four (4) years of continuous service shall have the employer's contribution continue for Blue Cross/Blue Shield, Major Medical, Dental, Drug Prescription and Life Insurance for a period of six (6) months, as heretofore. TIAA pursuant to waiver of premium will pay life insurance, LTD and retirement.

9. Travel

The Board shall continue, at its expense, the present travel insurance for each employee, regular full-time and regular part-time.

10. Explanatory Booklets

The Board shall, at its expense, within ninety (90) days following the execution of this Agreement, if possible, and annually thereafter, if necessary, provide each regular full-time employee with an explanatory booklet, specifying the benefits provided each employee pursuant to the provisions of this Article XIV. The language of each such booklet shall be shown to the Federation before it is published.

11. Change of Carriers

The College reserves the right to change insurance carriers and / or to self-insure, for all or any of the above benefits at any time and from time to time, in whole or in part, provided the level of benefits remain at least substantially the same; provided, however, that any such change must first be submitted to and approved by the Federation, which approval shall not unreasonably be withheld.

12. Flexible Spending Accounts

The College shall make available Flexible Spending Accounts, pre-tax deductions to be used for out-of-pocket medical expenses and/or child care expenses, in accordance with IRS rules, for Employees who have been employed for one (1) year or more at the College.

ARTICLE XV RETIREMENT

1. Contributions

In accordance with its past practice, the Board shall continue its contributions (at ten [10%] percent) to TIAA-CREF for all full-time employees who have been employed one (1) year or more; and the Employee is required to contribute an amount equal to at least five (5%) percent of his/her salary. Each

employee shall be eligible to participate in a Board-authorized retirement program from and after the effective date of his / her employment; provided, however, that such employee must so participate upon reaching age thirty (30) or after four (4) years of employment (whichever is the later date), as a condition of employment; and in the event an employee selects a plan offered by the College other than TIAA-CREF, the Board shall make contributions to that plan in accordance with the plan's requirements and such contributions shall be limited to the requirements for Board contributions under the plan. In any event, the Board shall notify the employee of the requirements of this provision not later than ninety (90) days preceding that in which his / her mandatory participation becomes effective; and the Federation shall be notified in the event an employee does not comply with the requirements.

2. Cashability and Transferability

(a) The Board shall permit CREF cashability of employee and Board contributions to her/his account, provided the Employee is no longer employed by the College and has attained age 55. This provision shall be applicable only to Employees who have not totally annuitized prior to the effective date of the Plan Amendment pertaining to cashability. Cashability shall, in all respects be subject to the then applicable rules of the TIAA-CREF or other applicable Board authorized retirement program.

(b) Further, the Board shall offer the CREF transferability option in such manner as it deems appropriate. This provision shall be applicable only to Employees who have not totally annuitized prior to the effective date of the Plan Amendment pertaining to transferability. In all respects transferability likewise shall be subject to the then applicable rules of TIAA-CREF and of the future institution to which the Employee may transfer.

3. In addition to the retirement plan described in 1 and 2 above, the College will cooperate in the arrangement of after-tax contributions by Employees (with no contribution from the College) to a Roth 403 (b) retirement plan.

4. Privileges

Retired employees shall be permitted to retain their College I.D. cards and may attend performances, use the library and the gym, subject to availability and student priority. The Federation may invite retirees to the annual employee luncheon, and shall notify Human Resources of the number of retirees expected to attend.

5. Early Retirement

(a) Retirement Incentive

(1) Any Employee sixty-three (63) years old or more who has completed at least twenty (20) years of full-time service (as full-time faculty member, visiting lecturer, or as classified, confidential, or administrative employee), including years on unpaid leave or on long-term disability, and whose age and years of service add to at least eighty-three (83) shall, during the first three September 1 through August 31 academic year s/he reaches age sixty-three (63) and at no other time, be permitted to apply for and receive a retirement incentive as described below. Through August 31, 2014, an Employee may elect this incentive at age sixty-two (62) with fifteen (15) years of full-time service and with age and years of service add to at least eighty (80), provided that the Employee is eligible for this incentive.

(2) All Employees shall be notified of their eligibility for the retirement incentive at the beginning of the academic year during which they turn sixty-three (63) — the "window year"; they will be asked whether they will apply for the incentive. Employees may retire

at any time during the three years in which they are eligible, with three (3) months' notice and the agreement of the supervisor. An eligible Employee wishing to receive the retirement incentive must apply for it on or prior to 11/15 of the window or next two following years. To apply, an Employee must send a letter to the supervisor, with a copy to the Human Resources Office, giving notice of the intent to retire on a stated date in conformity with the requirements of this paragraph. The Employee shall be allowed to withdraw his/her application for the retirement incentive on or before the following 3/15; in this case, however, the Employee will not be permitted to apply again for the retirement incentive. If an eligible Employee applies for the retirement incentive and does not withdraw his/her application, the Employee has thereby irrevocably agreed to retire effective the date previously agreed to provided, however, that the President may, at his/her discretion, permit the Employee to rescind this agreement because of changed circumstances.

(3) The College may request a postponement of an Employee's retirement under the terms of this Section XV.4(b)(3) for up to one (1) year if the retirement would unreasonably interfere with a specific College program.

(4) The Board shall not be required to grant the retirement incentive to more than twenty (20%) percent of those eligible; provided, however, that the Board shall grant the retirement incentive to at least four (4) Employees if four (4) or more Employees request it. If more than twenty (20%) percent of those eligible apply for the retirement incentive, the decision as to which Employees receive the retirement incentive shall be made on the basis of fulltime seniority based on service in the five categories listed in (1), above.

(5) If more than twenty (20%) of those eligible apply for the retirement incentive, the Employees not selected on the basis of seniority to receive the incentive shall be considered most senior to receive the incentive in later year(s). Such Employees shall be allowed, at their discretion, to continue in the service of the College until they receive the retirement incentive or to retire. In the latter case, the retirement incentive remains payable when the Employees have sufficient seniority to be granted it.

(6) The retirement incentive shall be as follows:

YEARS OF SERVICE	PERCENT OF ONE (1) YEAR'S SALARY
20	80
21	84
22	88
23	92
24	96
25	100
26 or more	100

In the calculation of the retirement incentive, any regular increases for the first year of the Employee's retirement shall be included.

(7) The retirement incentive shall be paid in four (4) installments, over four (4) years, with each installment being paid at the beginning of the appropriate year.

(8) The following exception shall be made for employees who meet or exceed the eligibility requirements of (1), above, by December 31, 2013. The Board agrees to pay 25% of the retirement incentive payment to all such employees who retire before December 31, 2013, with thirty (30) days' notice to Human Resources.

(b) Benefits

In addition to the medical benefits described in Article XIV(7) and the tuition remission benefit described in Article XVI(1), hereof and subject to the above, a retired Employee will continue to receive College paid life insurance in the amount in effect during the last year worked, plus any regular increase scheduled for the first year of the Employee's retirement. Life insurance extends through the last day of the academic year in which the retired Employee turns 65. Retirement contributions shall be made on all retirement incentive option salary/severance payments provided for in (a) and (b) above at the contribution rate in effect during the last academic year.

(c) Notification

An Employee who desires to select an early retirement option must give notice by November 15 of the academic year at the end of which the Employee intends to retire.

**ARTICLE XVI
TUITION REMISSION AND FORGIVABLE LOANS**

1. Tuition Remission

Regular full-time, non-probationary employees upon filing the appropriate College forms, shall be entitled to full remission of tuition and fees for up to four (4) courses per semester, which they take at any College facility. While such courses will normally be taken outside the employee's regular working hours, an employee may, with the permission of his/her immediate supervisor, shift his/her lunch hour by mutual agreement to accommodate classes. An employee may also, with the permission of his/her immediate supervisor, use vacation time to attend classes. Where more than one employee requests to take a class at the same time, and all requests cannot be honored, the supervisor shall grant the request of the most senior employee. When an employee has registered for at least three (3) courses and drops more than one (1) course, such employee shall not be eligible for tuition remission for the next academic session. Such employee's spouse and children also shall be entitled to full remission of tuition and fees for courses taken through the College. In all cases the College's rules on "academic probation" and "drop for poor scholarship" shall be paramount.

- (a) Tuition remission for spouse and children shall continue for five (5) years after the death of an active employee.
- (b) Anything herein to the contrary notwithstanding, any such employee, spouse or child must satisfy the regularly applied admission standards of the College and, like any other student, shall be subject to the limitation of space availability.
- (c) Courses taken pursuant to this section may be taken during the Employee's lunch hour, and the regular lunch hour may be changed to another time with the supervisor's specific

permission.

3. Forgivable Loans

For each regular full-time employee, who has been employed by the College for at least one (1) year and who has been awarded an Associate Degree, or is enrolled in a course of study not available at the College, the College shall continue its current forgivable loans policy for academic work at institutions other than the College provided that:

- (a) The studies to be undertaken are, in the opinion of the President or his/her designee, pertinent to any work performed at the College. However, any course work that would lead to an Associate's degree will be taken at the College provided that the College offers the course.
- (b) The studies are to be undertaken outside of the regular working hours and the reimbursement shall be limited to three (3) courses per semester, and the amount thereof shall be on the basis of existing policy; and
- (c) The amount of forgivable loans shall be \$30,000 per year for full-time study and to a maximum of \$15,000 for part-time study
- (d) Repayment of loans not forgiven shall be on the basis of existing policy; provided, however, that there shall be no duty to repay during periods of long-term disability and/or layoff and provided, further, that upon returning to work following such long-term disability and / or layoff the regular schedule for forgiving loans shall recommence. The interest rate on all loans not forgiven shall continue at twelve (12%) percent per annum.

- 3. The College shall convene a committee to study Career Ladders for Classified Employees into the other bargaining units and into administrative positions. Sub-committees of said committee shall be composed of equal numbers of Classified Employees, Administrative Employees and Employees of whichever other bargaining unit(s) wish(es) to be included. The committee shall make recommendations for educational plans for classified employees wishing to avail themselves of career ladders.
- 4. A full-time employee who has worked at the College for at least one year, and who then earns a first Associate's degree or first Bachelor's degree after the ratification of this contract, shall have his/her base salary raised by \$500, even if that brings his/her salary above the maximum for his/her labor grade. No salary increase shall be given for additional Associate's or Bachelor's degrees, or for degrees beyond the baccalaureate.

ARTICLE XVII LEAVES OF ABSENCE

1. Sick Leave

- (a) A regular full-time non-probationary employee who is in active service shall receive one (1) day's sick leave for each month of employment up to a total of twelve (12) days in the first year of employment and thereafter, at the rate of twelve (12) days per year, for absences due to illness or accident. Sick leave shall be cumulative to one hundred and twenty (120) days. The Board reserves the right to require, at its discretion, proof of illness or accident. If an employee is absent for three (3) or more consecutive days, the Board may, at its discretion, require medical proof of such illness or accident.
- (b) The College shall allow use of four (4) sick days a year for dependent care, except during

restricted periods and provided that personal days are exhausted.

- (c) Employees who have accumulated forty (40) days of sick leave (300 hours) at the end of the calendar year, will receive an additional personal day for that year, to be taken during the following year.

2. Childcare 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 one (1) year following the birth, adoption or obtaining of the child. Such leave should be requested in writing not less than ninety (90) days prior to the starting date of the leave. The Board may in its discretion extend such leave beyond the one (1) year 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 in writing of the intention to return, no later than thirty (30) days prior to the return date.

Upon returning to the College after having completed such leave as aforesaid, such employee shall be placed on his/her former assignment or as close thereto as possible; and except as otherwise provided herein, with all accrued benefits and increments that would have been earned if the employee had been in regular service. 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.

3. Military Leaves

Employees now serving in the Armed Forces of the United States or employees who shall hereafter serve in the Armed Forces of the United States shall be entitled to reinstatement upon completion of such service to the extent and under the circumstances that reinstatement may be required by applicable laws of the United States.

4. Bereavement

If an employee suffers a death of a parent (including step-parent), spouse, child, stepchildren, brother, sister, grandparent or grandchild, s/he shall receive a leave of absence with pay for five (5) consecutive working days commencing with the day following the date of death. If an employee suffers a death of a parent-in-law, s/he shall receive a leave of absence of five (5) consecutive days, with pay only for each of the above days that is a regularly scheduled work day for that employee. If an employee suffers the loss of an ex-spouse, s/he shall receive a leave of absence of one (1) work day with pay, specifically to attend the funeral and care for the needs of a dependent child of the employee and ex-spouse. Bereavement leave can begin either on the date of the funeral, or the date of the death, elected by the employee.

5. Injury Leave

If an employee is sent home or to the hospital due to an injury on the job which is not his/her fault, the employee shall be paid his/her then current rate of salary, and the time missed up to seven (7) calendar days, shall not be charged against his / her sick leave, provided such absence is medically required. Any person who qualifies for Workers' Compensation shall not be paid sick leave for the period covered by Workers' Compensation.

6. Jury and Court Appearances

Any employee scheduled for jury duty or for whom it is otherwise necessary to appear in any court

(except court appearances relating to traffic and/or parking violations) or before any governmental agency, shall be excused from his/her normal duties for such appearance without loss of pay, provided that a copy of the subpoena issued by the court or governmental agency is provided to Human Resources. Notwithstanding the above, the Board shall have the right to have such employee relieved of jury duty or other such appearance in any manner permitted by law.

7. Leaves for Service to Federation or Professional Organizations

(a) 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.

(b) Upon returning to the College after having completed such service as aforesaid, such employee shall be placed on his/her former assignment or as close thereto as possible.

8. Special Leaves

Upon request, the President may, at his/her sole discretion, grant a leave to any employee. The period of any such leave normally shall not exceed ninety (90) days.

9. Education Leave

An employee shall be eligible for paid leave if the College requires and directs that employee to undergo training which cannot be done during regular working hours.

10. Miscellaneous

(a) Except as otherwise provided in this sub-paragraph 10, employees on unpaid leaves of absence (even though long-term disability coverage is applicable) shall, if possible, be permitted to continue their contributions as well as the Board's regular contributions for insurance and other benefits provided herein; provided, however, that the Board shall make no contributions on their behalf.

(b) Any employee who returns to work after an unpaid leave of absence shall be placed in his/her previous assignment, or as close thereto as possible, provided the job from which leave was granted still exists. If such job no longer exists, such employee shall be permitted to exercise the seniority rights attributable to a laid-off employee.

**ARTICLE XVIII
HOURLY EMPLOYEES**

1. (a) Employees who regularly work less than the total number of hours of the regular full-time work week of salaried employees shall be paid at an hourly rate which shall be the same rate per hour as salaried employees within the job classification.

(b) An employee who works for a period of eight (8) consecutive weeks, the number of hours each week that is equivalent of the regular work week of salaried employees, shall become a salaried employee.

(c) When a temporary employee is hired specifically to replace an employee on a leave of absence, after written notice to the Federation, the Board may extend the eight (8) week time period in (b)

above, for up to a total of one year. However, at the end of this one-year period, if the employee on a leave of absence has not returned to work, the salaried employee position will be subject to the normal bidding procedures in Article IX.

(d) When a temporary employee is hired specifically to temporarily fill a vacant position which the College has been unable to fill through the normal bidding procedures in Article IX, after written notice to the Federation, the Board may extend the eight (8) week time period in (b) above, for up to a total of six months. However, the salaried employee position will continue to be subject to the normal bidding procedures in Article IX.

(e) When a temporary employee is hired specifically during a peak period of activity, after written notice to the Federation, the Board may extend the eight (8) week time period in (b) above, for up to a total of sixteen (16) weeks.

2. (a) (1) Hourly employees shall be entitled to vacation pay and holiday pay (including holidays which fall on normal days off) pursuant to the provisions of Articles XII and XIII of this Agreement.
(2) Hourly employees who have been employed by the Board for at least ninety (90) days shall also be entitled to four (4) paid personal days (in the same manner as heretofore) and to paid Bereavement and Jury and Court Appearances leave pursuant to the provisions of Sections 4 and 6 of Article XVII.
(3) Such vacation, personal days and holiday pay and Bereavement and Jury and Court Appearances leave shall be based on the number of hours they are regularly scheduled to work at the time of such vacation and / or holiday and / or such Bereavement and Jury and Court Appearances leave.
- (b) (1) Subject to the provisions of sub-sections 1(a) and (b) of Article XVI, hourly employees who have been employed by the Board for at least ninety (90) days shall also be entitled to full remission of tuition and fees for one (1) course per semester, which they take at any College facility; provided, however, that no such course shall be taken during the employee's regular working hours. Those employees who have worked at the College for at least two (2) years and are working a minimum of twenty hours per week may take a second course with tuition remission subject to the same restrictions as are found above.
(2) If an hourly employee who has been employed by the Board for at least ninety (90) days is sent home or to the hospital due to an injury on the job which is not his/her fault, the hourly employee shall be paid for scheduled time missed up to seven (7) calendar days, unless a payment for those days or any of them is paid through Workers' Compensation.
3. (a) Hourly employees who have been employed by the Board for at least ninety (90) days shall be entitled to life insurance in the amount of \$10,000, military, childcare leaves and sick leave as provided in and in accordance with the provisions of Article XVII; provided, however, that the sick leave shall be on a proportionate basis predicated on the number of hours such hourly employees are regularly scheduled to work.
(b) Hourly employees who work a minimum of twenty (20) hours per week, will, upon having been employed by the College for a minimum of six (6) consecutive years, be entitled to life insurance of twice their annual salary with a \$20,000 minimum.
4. (a) The Board shall continue to provide to each hourly employee who has been employed by the Board for at least ninety (90) days, the same Blue Cross, Blue Shield, Major Medical, Dental and Prescription Drug coverage as it applies to full-time non- probationary employees, but on a pro-rated, employee-

only basis. The Board's contribution shall be based on a fraction the numerator of which shall be the number of hours per week the hourly employee is regularly scheduled to work and the denominator of which is thirty seven and one-half (37-1 /2); and the hourly employee shall be required to pay the difference. This provision shall apply only to those otherwise eligible hourly employees who elect the coverage and who agree to pay the difference.

(b) Hourly employees with six (6) or more years of continuous service and who regularly are scheduled to work twenty (20) or more hours a week, shall be entitled to the income protection benefits provided in Section 7 of Article XIV, above, based on the number of days and hours regularly worked.

5. Part-time classified employees will receive an annual report on pro-rata benefit adjustments.
6. Part-time classified employees who are employed for an average of 32 hours a week for one year shall receive full benefits beginning with the following year of employment.
7. For employees who are working a minimum of twenty (20) hours per week and who have been employed for two consecutive years, the College shall establish a pension fund by 5% salary reduction from the employee's check, with a matching 5% Board contribution.
8. Except as provided above, hourly employees are entitled to no other benefits provided in this Agreement; provided, however, that the hourly employees and the full-time employees shall have a combined seniority list for purposes of job bidding (if the applicable hourly employee is willing to fill all the requirements of a full-time job); and provided, further, that if an hourly employee changes to a full-time position without any interruption of employment, the time spent as an hourly employee will be counted as part of his / her total seniority.

ARTICLE XIX TOTALITY OF 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 SAVINGS CLAUSE

1. 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 for doing so, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect.
2. In the event of an occurrence such as contemplated under paragraph 1, above, the parties hereto shall meet within ten (10) days of such occurrence and begin to negotiate a substitute provision.

ARTICLE XXI HEADINGS

Any headings preceding the text of the respective Articles and Sections 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 for a period ending August 31, 2016 and shall automatically renew itself from year to year unless either party serves written notice of the proposed termination at least four (4) months prior thereto, and in accordance with the provisions of Act 195.

ARTICLE XXIII MISCELLANEOUS

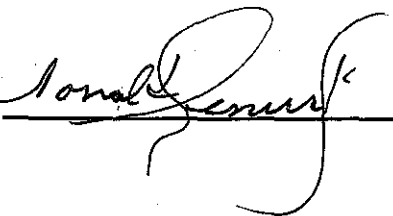
1. The present pay plan whereby employees shall be paid every other Friday shall continue. When payment for any purpose is added to the basic salary payment in any pay period, the pay check shall itemize the additions and list the number of overtime hours worked up to the period of one (1) week prior to the date of that check.
2. 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. The Board shall endeavor to have a nurse on the premises Mondays through Fridays.
3. (a) In accordance with applicable Pennsylvania law, any employee shall have the right to examine his/her personnel file at any time within three (3) months of the effective date of this Agreement, and one (1) time each contract year thereafter, except that the employee shall not be permitted to examine the recommendations, test results and such other confidential data in the file that relates to his/her initial employment. An employee shall have the right and be permitted to submit a written comment with respect to any evaluation or criticism contained in the file and such comment shall be placed in the employee's personnel file.
(b) An employee shall be permitted to see any document inserted in his/her personnel file if such document is an evaluation or criticism of the employee's performance. Such employee shall also have the right and be permitted to submit a written comment with respect to such evaluation or criticism and such comment shall also be placed in the employee's personnel file.
(c) Every employee shall be given a copy of any evaluation material placed in his/her personnel file.
(d) An employee desirous of examining his/her file as permitted in (a) and (b) above shall give written notice thereof to the Personnel Office. The Personnel Office shall permit such an examination as promptly as possible but in any event, within one (1) week of the date of the receipt of such written request.
4. The lunch period for regular employees shall be one (1) hour except where, at the date hereof, the

supervisor and employee have agreed on a different schedule.

5. An employee will be notified whenever his / her supervisor changes his / her time card.
6. The College will offer SEPTA's TransitCheck program.
7. When an employee is late for reasons beyond his/her control, the supervisor will act reasonably in determining whether or not the lateness is to be excused.
8. The Board shall provide each bargaining unit Employee with a copy of this Collective Bargaining Agreement.
9. The Board shall, at its expense and on its time, train bargaining unit employees in job skills and technological job advances.
10. The College shall have a separate In-service Program for Classified Employees.
11. The Board shall fund the Employee Assistance Program (EAP).
12. The Board agrees that twenty-five (25%) percent of the slots in the College's Child Care Center shall be reserved for College employees, that these slots shall be allocated to employees on a first come, first served basis, making unused slots available to others, and the College employees shall pay the normal rates of the child care center. Changes to this policy shall be made only by mutual agreement.
13. The College shall provide all full-time classified employees with a mailbox.
14. With regard to sign-in/sign-out procedures, the parties agree to maintain the status quo.

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

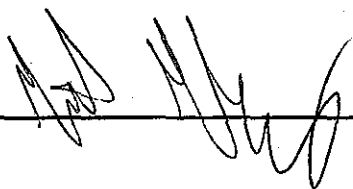
COMMUNITY COLLEGE OF PHILADELPHIA

By: 

FACULTY AND STAFF FEDERATION

OF COMMUNITY COLLEGE OF PHILADELPHIA

LOCAL 2026, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

By: 

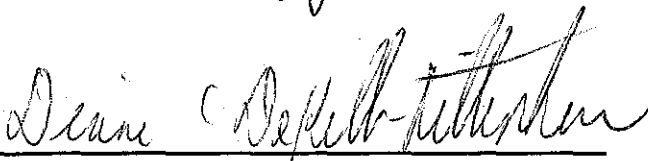
By: 

EXHIBIT "A"

Salary Rates for Classified Employees

The minimum and maximum annual rates, and the 6% seniority bump for ten years in grade, for the various Labor Grades covered by this Agreement are as set forth below:

	Effective 9/1/2011		Effective 9/1/12		Effective 9/1/13		Effective 3/1/14		Effective 3/1/15		Effective 3/1/16	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Gr 1 Min	\$10.50	\$20,475.00	\$10.93	\$21,321.00	\$11.05	\$21,545.00	\$11.28	\$21,987.00	\$11.63	\$22,669.00	\$11.99	\$23,372.00
6% above min	\$11.13	\$21,703.50	\$11.59	\$22,600.26	\$11.71	\$22,837.70	\$11.96	\$23,306.22	\$12.33	\$24,029.14	\$12.71	\$24,774.32
Max	\$17.17	\$33,481.50	\$17.45	\$34,034.00	\$17.64	\$34,391.00	\$18.00	\$35,096.00	\$18.56	\$36,184.00	\$19.13	\$37,306.00
Gr 2 Min	\$10.88	\$21,216.00	\$11.32	\$22,074.00	\$11.44	\$22,306.00	\$11.67	\$22,763.00	\$12.04	\$23,469.00	\$12.41	\$24,197.00
6% above min	\$11.53	\$22,488.96	\$12.00	\$23,398.44	\$12.13	\$23,644.36	\$12.37	\$24,128.78	\$12.76	\$24,877.14	\$13.15	\$25,648.82
Max	\$18.48	\$36,036.00	\$18.79	\$36,631.00	\$18.98	\$37,016.00	\$19.37	\$37,775.00	\$19.97	\$38,946.00	\$20.59	\$40,153.00
Gr 3 Min	\$11.49	\$22,405.50	\$11.94	\$23,283.00	\$12.07	\$23,527.00	\$12.31	\$24,009.00	\$12.69	\$24,753.00	\$13.09	\$25,520.00
6% above min	\$12.18	\$23,749.83	\$12.66	\$24,679.98	\$12.79	\$24,938.62	\$13.05	\$25,449.54	\$13.45	\$26,238.18	\$13.88	\$27,051.20
Max	\$20.80	\$40,560.00	\$21.14	\$41,229.00	\$21.37	\$41,662.00	\$21.80	\$42,516.00	\$22.48	\$43,834.00	\$23.18	\$45,193.00
Gr 4 Min	\$12.24	\$23,868.00	\$12.70	\$24,770.00	\$12.84	\$25,030.00	\$13.10	\$25,543.00	\$13.51	\$26,335.00	\$13.92	\$27,151.00
6% above min	\$12.97	\$25,300.08	\$13.46	\$26,256.20	\$13.61	\$26,531.80	\$13.89	\$27,075.58	\$14.32	\$27,915.10	\$14.76	\$28,780.06
Max	\$22.34	\$43,563.00	\$22.71	\$44,282.00	\$22.95	\$44,747.00	\$23.42	\$45,664.00	\$24.14	\$47,080.00	\$24.89	\$48,539.00
Gr 5 Min	\$13.02	\$25,389.00	\$13.23	\$25,808.00	\$13.37	\$26,079.00	\$13.65	\$26,614.00	\$14.07	\$27,439.00	\$14.51	\$28,290.00
6% above min	\$13.80	\$26,912.34	\$14.02	\$27,356.48	\$14.17	\$27,643.74	\$14.47	\$28,210.84	\$14.91	\$29,085.34	\$15.38	\$29,987.40
Max	\$23.95	\$46,702.50	\$24.35	\$47,473.00	\$24.60	\$47,971.00	\$25.10	\$48,954.00	\$25.88	\$50,472.00	\$26.69	\$52,037.00
Gr 6 Min	\$13.51	\$26,344.50	\$13.73	\$26,779.00	\$13.88	\$27,060.00	\$14.16	\$27,615.00	\$14.60	\$28,471.00	\$15.05	\$29,354.00
6% above min	\$14.32	\$27,925.17	\$14.55	\$28,385.74	\$14.71	\$28,683.60	\$15.01	\$29,271.90	\$15.48	\$30,179.26	\$15.95	\$31,115.24
Max	\$26.90	\$52,455.00	\$27.34	\$53,321.00	\$27.63	\$53,881.00	\$28.20	\$54,986.00	\$29.07	\$56,691.00	\$29.97	\$58,448.00
Gr 7 Min	\$14.37	\$28,021.50	\$14.61	\$28,484.00	\$14.76	\$28,783.00	\$15.06	\$29,373.00	\$15.53	\$30,284.00	\$16.01	\$31,223.00
6% above min	\$15.23	\$29,702.79	\$15.49	\$30,193.04	\$15.65	\$30,509.98	\$15.96	\$31,135.38	\$16.46	\$32,101.04	\$16.97	\$33,096.38
Max	\$28.52	\$55,614.00	\$28.99	\$56,532.00	\$29.30	\$57,126.00	\$29.90	\$58,297.00	\$30.82	\$60,104.00	\$31.78	\$61,967.00
Gr 8 Min	\$15.00	\$29,250.00	\$15.25	\$29,733.00	\$15.41	\$30,045.00	\$15.72	\$30,661.00	\$16.21	\$31,611.00	\$16.71	\$32,591.00
6% above min	\$15.90	\$31,005.00	\$16.17	\$31,516.98	\$16.33	\$31,847.70	\$16.66	\$32,500.66	\$17.18	\$33,507.66	\$17.71	\$34,546.46
Max	\$29.86	\$58,227.00	\$30.35	\$59,188.00	\$30.67	\$59,809.00	\$31.30	\$61,035.00	\$32.27	\$62,927.00	\$33.27	\$64,878.00

- Whether or not such increase would exceed the maximums specified above, non-probationary full-time employees shall have their annual salaries increased as follows (and hourly non-probationary employees shall have their hourly rates increased by a corresponding per hour amount).
- The minimum annual rates of Grades I-IV were raised by \$500.00 in year 2012-13. The percentage increase in year 2012-13 was provided after the \$500.00 increase.
- Employees will receive a dollar amount increase in salary. The dollar amount is computed on the midpoint of each grade, based upon the following percentage increases and dates:

Year 1	0%
Year 2 (effective 9/1/12)	1.65%
Year 3 (effective 9/1/13)	1.05%
Year 3 (effective 3/1/14)	2.05%
Year 4 (effective 3/1/15)	3.10%
Year 5 (effective 3/1/16)	3.10%

- The hourly rate increases are set forth below:

Hourly Rate Increases for Classified Employees

<u>Grade</u>	<u>Year 1</u> <u>9/1/2011-8/31/2012</u>		<u>Year 2</u> <u>effective 9/1/12</u>		<u>Year 3</u> <u>effective 9/1/13</u>		<u>Year 3</u> <u>effective 3/1/14</u>		<u>Year 4</u> <u>effective 3/1/15</u>		<u>Year</u> <u>effective 3/1/16</u>	
	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
I.	\$0	\$0	\$0.23	\$457	\$0.15	\$294	\$0.30	\$585	\$0.47	\$912	\$0.48	\$941
II.	\$0	\$0	\$0.25	\$484	\$0.16	\$311	\$0.32	\$621	\$0.50	\$967	\$0.51	\$997
III.	\$0	\$0	\$0.27	\$532	\$0.18	\$342	\$0.35	\$682	\$0.55	\$1,063	\$0.56	\$1,096
IV.	\$0	\$0	\$0.29	\$570	\$0.19	\$366	\$0.37	\$730	\$0.58	\$1,138	\$0.60	\$1,173
V.	\$0	\$0	\$0.31	\$605	\$0.20	\$389	\$0.40	\$775	\$0.62	\$1,208	\$0.64	\$1,245
VI.	\$0	\$0	\$0.34	\$661	\$0.22	\$425	\$0.43	\$847	\$0.68	\$1,320	\$0.70	\$1,361
VII.	\$0	\$0	\$0.36	\$701	\$0.23	\$451	\$0.46	\$899	\$0.72	\$1,401	\$0.74	\$1,444
VIII.	\$0	\$0	\$0.38	\$734	\$0.24	\$472	\$0.48	\$940	\$0.75	\$1,465	\$0.77	\$1,511

- 6. Effective September 1, 2012, after ten (10) years of service at the same grade level, an employee shall be entitled to an increase sufficient to ensure that the Employee is at least 6% above the minimum of his/her grade. Those qualified for the increase by September 1, 2012 will receive it on that date. Those who qualify after that date will receive the increase when the next scheduled salary increase goes into effect.

EXHIBIT "B"

SICK LEAVE BANK

1. Purpose

A sick leave bank shall be established for eligible full-time employees. The purpose of this bank is to provide for sick leave assistance to those members who experience a major prolonged illness, disability or injury, as subject to the terms outlined in this letter of agreement. It is intended that the sick leave bank will provide an opportunity for eligible members of the Community College of Philadelphia to support themselves and one another in times of illness which requires extended time away from work.

2. Eligibility

A full-time Classified Employee who is eligible to accrue sick leave time in accordance with College policy is eligible to enroll in the Sick Leave Bank at any annual enrollment period if the employee has a minimum balance of 37.5 hours of sick time in his/her individual sick leave bank at the time of the annual enrollment period. Participation in the Sick Leave Bank is on a voluntary basis. The annual enrollment period for joining this bank will be held each January, with membership to be effective February 1. Members may cancel their participation at any time by giving written notice to the Sick Leave Bank Committee; however, sick leave time contributed to the Bank will not be restored to the member upon cancellation. The membership will end only after it has been approved by the Committee.

3. Enrollment Period

Each January, new members wishing to enroll in the Sick Leave Bank will contribute seven and one-half (7.5) hours of their individual sick leave time to the bank. For continuing members, the Sick Leave Bank Committee will determine annually the amount of sick leave contribution it projects is necessary to maintain the Bank for the coming year, and will assess members a minimum of four (4) hours sick leave to a maximum of fifteen (15) hours of sick leave time. This time will be deducted from the member's individual sick leave bank accrual account. If at any time the Bank balance should fall below 450 hours, each member of the Bank will be reassessed an additional four (4) hours of sick leave time. Members will be notified if this should occur. All time contributed to the Sick Leave Bank is non-refundable, except as provided below if the bank should dissolve. Effective with the beginning of this sick bank leave agreement, the College will contribute ten (10) days at the beginning of each year during the lifetime of this contract.

4. Sick Leave Bank Committee

A Sick Leave Bank Committee, consisting of equal representation from the Classified Employees Bargaining Unit of the Federation and the Administration, plus an ex officio member from Human Resources. The Federation shall appoint their representatives while the administrative member and the Human Resources member shall be appointed by the President of the College. This Committee will review and determine approval or denial of requests for utilization of Sick Leave Bank days in accordance with the provisions of this policy. The decision of the Sick Leave Bank Committee to approve or to deny requests for sick leave assistance will be final and binding.

A form shall be available in the Office of Human Resources for a member to use to request with withdrawal of sick leave from the Bank. A completed request form should be returned to the Office of Human Resources and upon receipt in Human Resources, it will be forwarded to the chair of the Sick Leave Bank Committee. A decision on a member's request may be made by a quorum of the

Committee in the event one or more of the Committee members are not available to participate in the review. The quorum must include at least one Federation appointee and at least one administrative appointee. The Committee shall notify the employee of its decision to approve or to deny the request within five (5) working days of receipt of the request.

5. Requests for Sick Leave Bank Time

Only a participating member may request sick leave assistance when he / she has experienced a major prolonged illness, injury or disability, and has exhausted all personal sick leave time. The member's illness, injury or disability must be supported by a physician's statement which certifies the member's inability to work, provides a prognosis for recovery and provides a projected time for return to work. The member must agree to provide any relevant information in the event verification is required by the Sick Leave Bank Committee. Any employee who is not a member of the Sick Leave Bank is not eligible to request sick leave assistance from the bank.

A member who applies for sick leave assistance may request sick leave time in an amount up to 618.75 hours maximum (the number of working days based on a 37.5-hour work week and on having no sick, vacation or personal time accumulated at the beginning of the short-term disability) in any rolling twelve (12) month period. The rolling period is defined as the month the member requests sick leave assistance and the eleven (11) months immediately preceding the member's request. Subject to the rolling year maximum, sick leave assistance time may be requested all at one time or it may be requested intermittently, if medically necessary. If requested intermittently, a separate request must be made each time sick leave is withdrawn from the Bank, and each request must meet the eligibility requirements specified in the paragraph immediately above.

If a member withdraws sick leave time from the Bank and is certified by his/her physician to return to work before all the Sick Leave Bank time is used, the remaining balance of the sick leave bank time will be returned to the bank. If a member is not able to return to work following utilization of his/her rolling year maximum sick leave assistance time, the member may request an unpaid leave of absence in accordance with College policy. If an employee requests an unpaid leave of absence following utilization of his/her rolling year maximum, the time on unpaid leave of absence will not count toward the member's new rolling year period. That member's new rolling year period will begin in the month that he / she actively returns to work on a full-time regular basis. The first twelve weeks of the unpaid leave will be considered Family Leave as per federal standards.

6. Exclusions

The Sick Leave Bank is not intended to be used for short-term leaves due to routine and non-extraordinary illnesses, nor for time off covered by or related to Worker's Compensation. Rather, it is intended to be used for prolonged major illness, injury or disability such as medically necessary surgery, illness or disability which requires hospitalization and / or convalescence or recuperation in an extended care facility or at home while under the care of a licensed physician or practitioner of healing arts. In order to request sick leave assistance from the Bank, the member must have exhausted all of his / her own individual sick, vacation and personal leave time. Sick, vacation and / or personal time will not accrue during the short or long term disability. Sick leave assistance may only be used for a member's own illness, injury or disability, and may not be requested for time off to care for any other person. Vacation and personal days may not be donated to the Bank. Sick days about to be lost may not be donated to the Bank.

Consideration will only be given to requests submitted by those employees who have made a contribution to the bank.

EXHIBIT "C"
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 account ability 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 "D"

Classified Employees Career Advancement: Career Ladders/Committee

A joint committee of the Classified Unit of the Federation and the College will be convened to study the possibilities and potential of "Career Ladder" positions. The committee will be comprised of equal members of the Classified Unit and the College and consist of no less than six (6) and no more than ten (10) members. The Committee will be established prior to July 1, 2007. Recommendations from the committee will be made to the College President or designee. Initial recommendations must be made on or before February 1, 2008. The committee may continue to meet after this date and make additional recommendations.

- Identify paths to qualify for promotional opportunities within and/or across departments.
- Create a process for employees to declare their intention to be considered for promotional opportunities.
- Create a process for the College to recommend employees to be considered for promotional opportunities.
- Create a process, including training initiatives for managers, to develop promotional plans. This would include identifying the skill sets that an employee needs to acquire, a rational and reasonable plan for such skills to be acquired, a timeline for the employee to acquire the skills, and an objective method of evaluating the employees' improved skill set.
- Identify a solution to the current problem where a less senior classified employee who was granted all the advantages of a promotional plan is not able to move into a promotional opportunity due to the successful bidding on the position by a more senior classified employee.

A mutually agreed upon facilitator will be utilized. Costs, if any, will be shared equally by the College and the Federation. The committee will meet at least once a month.

EXHIBIT "E"
Classified Employees Job Matrix

	Clerical/Secretarial	Data Processing	Accounting	Facilities	Learning Resources	Other
Grade 1	General Clerk C					
Grade 2	General Clerk B	Data Processor B		Housekeeper B Housekeeping Person		
Grade 3	Office Admin Assistant 1	Data Processor A		Utility Person A		
Grade 4	Office Admin Assistant 2	Data Processing Specialist C	Accounting Clerk C Cashier	Custodian Housekeeper A	Learning Resource Specialist C	Athletic Aide
Grade 5	Office Admin Associate	Data Processing Specialist B	Accounting Clerk B		Learning Resource Specialist B	Press Person
Grade 6	Office Admin Associate B Office Admin Associate A	Data Processing Specialist A	Accounting Clerk A Accounting Generalist Student Accounting Generalist	Zone Maintenance Mechanic	Learning Resource Specialist A	
Grade 7	Technical Craft Specialist B	Technical Craft Specialist B	Technical Craft Specialist B	Technical Craft Specialist B	Technical Craft Specialist B	
Grade 8	Technical Craft Specialist A	Technical Craft Specialist A	Technical Craft Specialist A	Technical Craft Specialist A	Technical Craft Specialist A	

Classified Staff Development

- All Classified Bargaining Unit Employees will be given the option of attending up to 8 hours of staff training each month. Supervisors may require that up to 4 of the 8 hours each month is used for job related training and development. Such hours should not be accrued from month to month.
- The College will provide funding specifically for Classified Training and Development each fiscal year.
- A staff development committee, comprised of equal numbers of representatives of Classified Bargaining Unit members and College representatives, will help plan and evaluate effectiveness of training and development programs. The committee will also participate in the development of the career ladder program.
- Staff training and development will be defined as participation in college sponsored courses and workshops, including career advancement, current job skills development and personal development offerings (excluding credit and non-credit courses offered by College faculty or other institutions).
- Training and development programs will be offered on a continuous basis.
- Classified Employees will be permitted the opportunity to attend desired training and development programs except when departmental operational needs conflict with scheduled program.
- All training and development attendance will be documented.

LETTER OF AGREEMENT

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

Ladies & Gentlemen:

This will serve to modify and explain the Collective Bargaining Agreement between the Community College of Philadelphia and the Classified Employees which was executed this date, as follows:

1. Employees who retired prior to September 1, 1985, who were eligible to participate in certain Plans at their expense, shall continue to be so eligible in like manner, if satisfactory to the carriers.
2. The College shall not raise the 1990-91 bargaining history regarding the arbitrability of the health and safety issues.
3. Attached hereto as Exhibit "A" to this letter is a confirmation of the College's intent regarding progressive discipline.
4. Attached hereto as Exhibit "B" to this letter is the Classified Employees' Four Day Work Week Conditions.
5. The College will provide an Employee Assistance Program.
6. The Board will continue to allow Employees to transfer TIAA accumulations to CREF by means of TIAA Transfer Payout Annuities with Board approval and to the extent and in such manner as TIAA so authorizes.
7. The Board will agree to blanket consent in connection with the new Transferability provisions of the Agreement.
8. The recommendation of the Joint Committee for Alternative Investments, with respect to retirement contributions, heretofore agreed upon in 1987, shall be retained.

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

Ronald J. Temple,
President

AGREED TO AND APPROVED:

FACULTY FEDERATION OF THE
COMMUNITY COLLEGE OF PHILADELPHIA
LOCAL 2026

March 6, 1991

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

Discipline

Ladies and Gentlemen:

This will confirm the College's intent to impose progressive discipline for those offenses that warrant something less than immediate discharge - in accordance with the College's standard work rules which will be established from time to time.

This progressive discipline will entail an oral warning, a written warning, a suspension, and then discharge; to be followed uniformly by the appropriate supervisors. However, in the case of lateness and absenteeism, the suspension step may be waived, and another written warning imposed instead.

Please do not hesitate to call us if, you have any questions.

Very truly yours,

WILLIAM A. WHITESIDE, JR.

WAW:ann

LETTER OF AGREEMENT

CLASSIFIED EMPLOYEES' FOUR-DAY WORK WEEK CONDITIONS

The four-day work week will be effective with the second Friday in May through the third Friday in August, inclusive. During the four-day work period the College will be closed Friday through Sunday inclusive.

Conditions

1. **SCHEDULING.** A 36-hour work week requirement will be made up by working four 9-hour days. Final approval of an individual employee schedule will be at the sole discretion of the supervisor.
2. **CORE TIME.** In general all employees will be expected to be present from 8:30 a.m. to 5:00 pm.
3. **LUNCH HOUR.** Employees' lunch hour will be reduced from one hour to one-half hour. Exceptions (to the one-half hour lunch requirement) will be permitted at the discretion of the supervisor and will require the addition of one-half hour to the daily work schedule.
4. **OVERTIME.** Overtime will be computed as it currently is on a weekly basis for this time period. Any work performed in excess of 36 hours will be considered overtime.
5. **VACATION TIME.** Because vacation time is charged on an hourly basis, vacation accounts will be charged for exact number of hours used. Should an employee desire to continue working on a 7.5 hour shift basis, he / she may do so if they have sufficient vacation time to make up the difference in hours (6) per week.
6. **SICK LEAVE.** Sick leave is charged on an hourly basis. This account will be charged for the number of hours employees were scheduled to work.
7. **PERSONAL DAYS.** Personal days are charged on an hourly basis. This account will be charged for the number of hours scheduled for the day taken.
8. **DINNER MONEY.** An employee will have to work two hours beyond the regularly scheduled number of hours for that day to qualify for dinner money.
9. **HOLIDAYS.** The only two holidays falling within this time period occur on Monday (Memorial Day) and Thursday (July 4th). Employees will receive credit for holiday pay for whatever number of hours they were scheduled to work that day.
10. **PART-TIME EMPLOYEES.** Part-time employees will continue to be paid for actual hours worked. Article VIII addresses vacation/holiday/personal day entitlements.

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

Non Standard Work Day

Ladies and Gentleman:

Supervisors shall be encouraged to evaluate the operational benefit to students and / or the college of non-standard work hours for individual staff members. Recommendations for such hours must be approved by the President or designee, and agreed to by the affected employee prior to implementation. Student needs shall be given priority in determining when to implement such schedules.

Very truly yours,

Jack Muraskin

LETTER OF AGREEMENT REGARDING OVERTIME PROCESS IN FACILITIES AREA

An overtime chart shall be maintained and posted in a prominent place in the Facilities department or recognized work area before the fifteenth (15th) of each month. This chart will indicate the overtime worked, refused and unavailability of the employee and the employees next eligible for overtime in the group. Every effort will be made to post known scheduled overtime opportunities along with the overtime chart. In the event of failure to post, the Federation shall notify the College and the College shall take steps to assure that the correct posting will be made within five (5) working days of notification. Overtime hours will be reviewed quarterly in an attempt to identify and rectify in the subsequent quarter any mistakes in the process, dependent upon the availability of overtime.

CLASSIFIED EMPLOYEES RECLASSIFICATION COMMITTEE

Agreed to reconvene a joint administration/union committee on reclassification:

“A Joint Committee consisting of equal numbers of Federation and College appointees will be convened to review and make recommendations on a successor agreement to the “Classified Staff Reclassification Committee Process & Procedure Proposal,” dated November 5, 2008. The Committee will consist of no less than six (6) and no more than eight (8) members.

Recommendations of the committee must be approved by the Classified Employee membership and will be made to the College President or his/her designee. Recommendations must be made on or before May 15, 2015. If a recommendation of the committee is rejected by the President, a written explanation for the reasons of the rejection will be provided to the Federation, and the Committee may be reconvened by mutual agreement to discuss modifications to the recommendation.

Any recommendations which have been approved by the College President or his/her designee shall be implemented by September 1, 2015.

VACATION ACCRUAL - CLASSIFIED EMPLOYEES

CURRENT PRACTICE

Employees currently earn vacation time one year to be used the next year. They are given a lump sum of the time they earned from the previous year (minus borrowed time, if applicable) each July. The practice of allowing employees to borrow causes a great administrative burden in that it turns an automated system into a manual process. Any correspondence that is sent to employees regarding vacation time has to be corrected on an individual basis to reflect borrowing, and then the vacation bank has to be manually changed to add the borrowed time and then lowered when the new allotment is given.

This process also creates other problems: the employee has to get approval from their supervisor and then send HR a memo or E-mail for this change to be recorded. If an employee terminates, their payout of vacation earned then has to be subtracted to calculate the correct payment of vacation time. Also, HR has to manually calculate how much time an employee has earned when a request to borrow time is requested, so not to allow them to borrow more time than they have earned.

PROPOSED PRACTICE

Employees would accrue their vacation time monthly. This process would eliminate the need to borrow time and would give them a correct calculation of their earned time. This process is no different than receiving their time "up-front". The change is bringing the policy into line with the current practice.

Signed:

For Community College of Philadelphia

Joseph S. Barlett Date: 8/12/03

Date: _____

For the Classified Bargaining Unit of the Community College of Philadelphia:

Gary Edwards Date: 8/12/03
Eric Throssberg Date: 8-13-03

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