

MEMORANDUM OF AGREEMENT- ADJUNCT/VL BARGAINING UNIT

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

1. Term - September 1, 2016 - August 31, 2022

2. Wages for Adjuncts Teaching on a Credit Hour Basis and for Visiting Lecturers
 - a. Year 1 (September 1, 2016-August 31, 2017) - 0%
 - b. Year 2 (September 1, 2017- August 31, 2018) – 0%
 - c. Year 3 (September 1, 2018-August 31, 2019) – 5.0%
 - d. Year 4 (September 1, 2019- August 31, 2020) – 3.0%
 - e. Year 5 (September 1, 2020-August 31, 2021) - 3.0%
 - f. Year 6 (September 1, 2020-August 31, 2022) – 3.5%

Wages for Part-time Hourly Faculty

- a. Year 1 – 0%
 - b. Year 2 – 0%
 - c. Year 3- 2.5%
 - d. Year 4- 1.5%
 - e. Year 5- 1.5%
 - f. Year 6 – 1.75%
3. Changes to Health Care Benefits
 - a. Changes to eligibility/costs of PT faculty benefits – Effective Starting Summer 1, Adjuncts will be required to have earned one (1) seniority unit for coverage under College medical benefits with a 50% contribution for employee-only coverage. Maintain College contributing 75% contribution for employee-only coverage after 8 seniority units. **Visiting Lecturer will receive the same coverage as Full-time Faculty (with six months of coverage for each semester worked). (See current premium sharing on contributions for full-time faculty).**

 - b. Increase deductible for both plans (Keystone and Personal Choice)—Effective September 1, 2019 - (In network - \$500 for single; out of network - \$700 single) (If purchasing for additional family members, same deductibles as full-time faculty).

- c. Maintain Current Co-Pays for primary/specialist/ and ER. – Make legally required change for mental health parity.
 - d. Drug Benefit Changes- Effective September 1, 2018
 - i. Mandatory Generic (unless doctor requires otherwise)
 - ii. Co-pay for generic drugs (decrease from \$5 to \$ \$0)
 - iii. Mandatory mail order for maintenance drugs
 - a. Higher co-pay for all non-generic prescription drugs – from \$25, \$45, \$75 to \$30, \$50, \$80
 - iv. \$50 deductible for prescription drug plan
4. Effective six months after the effective date of the new Collective Bargaining Agreement, all Adjuncts/ Visiting Lecturers who currently submit hourly time sheets will be required to comply with any log in and out procedures of the College's electronic time and attendance system for all hours worked.
5. Replace Side Agreement on Credit Free Courses with the Following:

Article [] --- WORKFORCE AND ECONOMIC INNOVATION DIVISION- Fulltime and Adjunct CBAs

1. **The College has the right to hire the most qualified individual for courses provided through the Division of Workforce and Economic Innovation (both credit and non-credit) offered to clients where enrollment is limited to the client's own employees. The Faculty and Staff Federation will be promptly notified when this happens. Credit course instructors must be approved by the appropriate Department Head of the relevant Academic Division. Employees who earn seniority through these programs can only use that seniority for assignment in workforce development. On July 15th the College will create a list of all non-credit courses taught under contract with an outside client during the previous year. Such list will include the title of the course, the instructor, the name of the outside client and consist of the courses taught in the following term: Summer 2 of the previous academic year, fall, spring and Summer 1 of the current academic year.**
2. **For open enrollment non-credit courses in Workforce and Economic Innovation Division:**
 - a. **Every year in August and April, the Workforce and Economic Innovation Division will seek applications from among College faculty for teaching positions. Announcement of such available offerings and the qualifications for teaching such offerings will be made via email to all Full-time and Part-time/Visiting Lecturer Faculty. The Faculty & Staff Federation shall be copied on this email. Faculty members who wish to be considered for these positions must reply to the announcement within five (5) working days of the email.**

- b. The College administration shall establish a list of qualified CCP faculty, based on the written set of qualifications. The list shall indicate the standard non-credit courses for which the instructor is qualified.
 - c. When offerings become available, the College shall send an email message to the pre-approved faculty in Section 2. B. informing them of the availability of courses. Faculty shall have 48 hours to respond to this email and inform the Workforce and Economic Innovation Division of their availability.
 - d. The Division of Workforce and Economic Innovation shall assign the non-credit course to the qualified and available faculty on the pre-approved list, who timely responded to the opportunity, in the following order: full-time faculty in FT seniority order, and then PT/VL faculty in pool seniority order in accordance with the PT/VL agreement; provided however that the College may use up to 15% seniority exceptions for these assignments. The 15% seniority exceptions shall be based on the total number of non-credit courses provided through the Workforce and Economic Innovation Division in the prior fiscal year. The College shall notify the Federation if it needs additional seniority exceptions and provide them with an opportunity to respond within two working days. Reasonable requests by the College for such additional exceptions to seniority shall not be unreasonably withheld. *Including Annual Report Language.*
 - e. If no one on the pre-approved list responds within two business days, the College may hire the most qualified individual or subcontract the work to a third party. The Federation will be notified of any decision to subcontract the non-credit WEI offering under this provision.
3. Notwithstanding anything in Sections 1 or 2, nothing provided in this Article shall prevent the College from engaging in partnership opportunities for the provision of non-credit courses or programs with other entities involving the use of the College's facilities, enrollment management services, bursar and payment services, marketing and/or other services of the College.

6. Diversity Fellowship

Diversity Fellows:

Add to Article VII Section 2 the following:

"The provisions of Article VII, 2, B notwithstanding, the College shall offer two-semester Visiting Lecturer positions to Fellows in the Diversity Fellowship Program under the following terms:

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

Visiting Lecturers in the Diversity Fellowship Program shall be scheduled for up to three course sections per semester. The number of course sections (up to three) for which a Diversity Fellow is scheduled each semester is determined at the discretion of the Department Head.

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

7. Maintain Fourteen Seniority Pools; Effective September 1, 2018, shorten loss of seniority period and add exceptions:

Loss of seniority after 30 months, and permit over-riding of seniority for special situations such as Fulbright Scholars; Diversity Fellows.)

8. Effective upon the effective date of the new Collective Bargaining Agreement, any bargaining unit employee who is released or otherwise taking time off of their regular College work schedule for Federation activities shall report the time off to his/her supervisor on weekly basis. (This does not apply to faculty released from credit teaching).

All other proposals from the College are withdrawn and all other proposals from Adjuncts/VL unit not reflected above have been rejected.

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

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

By: J.M.T. JB

Date: 4/3/2019

By: _____

Date: _____

Community College of Philadelphia

By: 
President, Donald Generals, Ed.D.

Date: April 3, 2019