

MEMORANDUM OF AGREEMENT- Full-Time Faculty

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 Full-Time Faculty 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. Wage Increases

- a. Year 1 (September 1, 2016-August 31, 2017) - 0.0%
- b. Year 2 (September 1, 2017- August 31, 2018) - 0.0%
- 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, 2021-August 31, 2022) – 3.5%

3. Changes to cost of Health Care Benefits

a. Medical Benefit Changes

i. Increase deductible on medical plans (Keystone and Personal Choice).

Effective for the plan year starting September 1, 2019, the in network will be \$500 for single; \$1000 for employee plus spouse; employee/child and \$1500 for family; out of network will be \$700 single; \$1400 employee/spouse or employee/child; and \$2100 family.

ii. Premium Contributions Toward Healthcare Benefits for Personal Choice Plan— Flat Dollar Amount Per Year Based on Salary Band/Base Wages and Tier of Coverage. The premium contributions are annual amounts which will be prorated over the year through pre-tax payroll deductions.

NO PREMIUM CONTRIBUTIONS YEAR 1, 2, and 3

YEAR 4 ANNUAL CONTRIBUTIONS (September 1, 2019 – August 31, 2020)

- a. Salary Band 1 (\$0 - \$39,999) - \$0
- b. Salary Band 2 (\$40,000-59,999) - \$192 contribution for EE only; \$288 contribution EE/SP or EE/Child; \$384 contribution for Family
- c. Salary Band 3 (\$60,000-79,999) \$269 contribution for EE only; \$404 contribution EE/SP or EE/Child; \$538 contribution Family

- d. Salary Band 4 (\$80,000-\$99,999) \$377 contribution for EE only; \$566 contribution EE/SP or EE/Child; \$754 contribution for Family
- e. Salary Band 5 (over \$100,000) \$528 contribution for EE only; \$792 contribution EE/SP or EE/Child; \$1056 contribution for Family

YEAR 5 ANNUAL CONTRIBUTIONS (September 1, 2020-August 31, 2021)

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

YEAR 6 ANNUAL CONTRIBUTIONS (September 1, 2021- August 31, 2022)

Same as Year 5.

- iii. Maintain Co-Pays for Primary, Specialist and ER. (Note: Legal change to provide Mental Health Parity for Primary and Specialists).

iv. Drug Benefit Changes

- a. Mandatory Generic (unless doctor requires otherwise)
- b. Co-pay for generic drugs (decrease from \$5 to \$0)
- c. Mandatory mail order for maintenance drugs
- d. Higher co-pay for non-generic prescription drugs change from \$25, 45, \$75 to \$30, \$50, \$80.
- e. \$50 deductible for prescription drug plan

4. **Post-Retirement Benefits – Post Retirement Medical Benefits will be modified as follows:**

- a. Post-Retirement medical insurance benefits and eligibility for post-retirement medical insurance will remain the same (as provided in existing CBA) for employees who retire through December 31, 2020.
- b. Current full-time employees, who as of January 1, 2021 are: (1) at least sixty-two (62) years old; and (2) have at least ten (10) years of full-time service at the College and his/her age plus years of full-time service of the College equals at least seventy-seven (77) will also be eligible for the same post-retirement medical insurance benefits as provided in existing CBA.
- c. Current employees who as of January 1, 2021 do not meet the criteria in paragraph 4b. will be eligible for the following benefits. If an employee retires after turning sixty-two (62) with at least ten (10) years of full-time service, and the employee's combined age plus years of service at the College are equal to at least seventy-seven (77), the employee will be eligible for the medical, dental, and prescription drug insurance that is available to regular full-time employees until becoming eligible for Medicare. When the retired employee becomes eligible for Medicare, the retiree may elect to have supplemental medical insurance provided through the College with the employee paying fifty percent (50%) of the premium/premium equivalent. (Note: No set-off/contribution for Medicare Part B payments; Straight 50%/50% contribution for supplemental Medi-Gap insurance).
- d. For new employees hired after October 1, 2018, if an employee retires after turning sixty-two (62) with at least ten (10) years of full-time service, and the employee's combined age plus years of service at the College are equal to at least seventy-seven (77), the employee will be eligible for the medical, dental, and prescription drug insurance that is available to regular full-time employees until becoming eligible for Medicare. When the retired employee becomes eligible for Medicare, the retiree may elect to have supplemental medical insurance provided through the College with the employee paying fifty percent (50%) of the premium/premium equivalent. (Note: No set-off/contribution for Medicare Part B payments; Straight 50%/50% contribution for supplemental Medi-Gap insurance). **Employees under this section shall only be eligible for benefits for a maximum period of five years after retirement.**

5. **Reporting of Federation time**

- a. Any bargaining unit employee who is released or otherwise taking time off of their regular College work schedule for Federation activities must report the time off to their supervisor on weekly basis. (This does not apply to Faculty released from credit teaching).

6. **Electronic Time Keeping** - Effective six months after the effective date of a new Collective Bargaining Agreement, all Full-time Faculty (other than credit teaching

faculty) must comply with the College' electronic time and attendance system. This system will require employees who currently submit weekly attendance sheets of their daily attendance to do so electronically. It will also require any faculty electing an additional hourly assignment (i.e. academic year instruction aides working additional hourly assignments in the summer; additional part-time advising assignments) to comply with any log in and out procedures of the College's electronic time keeping system for all hours worked.

7. **(See detailed proposal of Hours of Work/Workload)**. Learning Lab Faculty and Advising incorporate existing side/settlement agreements. No changes to Counselors and Librarians.
8. **Update management rights clause, evaluation clause (assessment clarification only), lateral transfer clause and workforce development clause** **(See detailed proposals)**
9. **Revise Appointment Process-** **(See detailed proposal)**.
10. **Eliminate pre-retirement workload option (50% option) -** **(See detailed proposal)**
11. **Second Year Non-Renewal** – **(See detailed proposal)**
12. **Faculty specific benefit/calendar changes:** change appointment date for Department Head to July 1.*
13. **Change Contract Language-** VPAA and VPSS to VPA&SS.
14. **Increase Travel Fund for Full-Time Faculty Up from \$105,00 to \$120,000.** Effective for the Academic Year following the effective date of the Agreement, the College shall provide an additional \$15,000 to be used for conferences where diversity and inclusion recruiting may be accomplished.
15. **Released Time For Full-Time Faculty Curriculum Coordinators** – Effective for the Academic Year following the effective date of the Agreement, the College will provide 15 credits more per semester allocated by VPA&SS in addition to existing released time for Curriculum Coordinators in CBA with duties of curriculum coordinator assigned by the Dean of the Division. Additional credits will count in the full-time faculty ratio.
16. Make legally required changes to Retirement Incentive Option for lump sum payout reflecting current practice.

Detailed Proposals:

Revise Management Rights Clause

Revise Article II (Rights of the Board)

The operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and its President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania.

In accordance with the rights established by Act 195, the College shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the College, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

Except as otherwise provided in this Agreement, the management, administration and control of the College's operations, programs, activities, mission and resources, and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved; the right to hire, to transfer, promote or relieve employees from duty because of lack of work or other reasons; to discipline or discharge employees for cause (as provided for in accordance with this Agreement), the right to establish, revise, maintain and enforce reasonable work standards and schedules; to make from time to time and enforce reasonable work rules; to introduce new work methods and facilities; and to change or eliminate existing methods whether or not the same causes any reduction in the working force; or to reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in the College, provided that this section will not be used for purpose of discriminating against any employee on account of membership in the bargaining unit.

The enumeration of the management rights above or certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges, and

responsibilities of faculty members to participate in the formulation and recommendation of educational policies and procedures within the College and as provided in Article 20 Changes in Institutional Structure and Article 21, Institutional Participation.

Detailed Proposal Revise Hiring and Non- Renewals - Article VI-

Hiring - Article VI, (A)(1)(c) Change “Affirmative Action Officer” to “Director of Diversity and Equity” and Change “non-voting *ex officio*” to “voting.”

All members of the Hiring Committee shall be required to attend training on diversity.

Add to Article VI. A. 1.:

“As part of the formal screening process, the Department Hiring Committee shall offer an interview to candidates who meet the qualification for a position and who have successfully completed a full-time Visiting Lecturer Community College of Philadelphia Diversity Fellowship in the relevant discipline within the past five Academic Years. Fellows shall not be offered an interview under the terms of this paragraph more than once.”

Modify Federation Counter-Proposal on non-renewals during second year to add clarifying language

Article VI, C. Second paragraph -- During his/her first and second year of service at the College, a non-tenured Employee shall not be denied renewal without cause which shall be stated in writing, if the Employee so requests in writing within fifteen (15) works days of notice. If non-renewed during his/her first and second year of service at the College, such non-renewal shall not be subject to the grievance and Arbitrations provisions of this Agreement.

(Note: This is current status for 1st year;)

Detailed Proposal on Workload, Overload, Ratio, and Pre-Retirement,

Modify Article VIII to reflect the following changes:

**Modify Article VIII
Hours of Work**

Revise sections A. to reflect the following changes:

All Full-time Faculty hired by the College prior to May 1, 2019:

On or before May 1, 2019, all current full-time faculty (including faculty hired through September 30, 2019) must select one of three types of contract for the Fall & Spring Semesters (their Academic Year Contract):

1. **24 credit/30 contact** (no additional increase to base - other than any negotiated regular raises) **(Please Note that this is the only contract available for Nursing faculty.)**
 - For Faculty in disciplines currently listed in Article VIII(A)((1) and (2) and CAHM, the course load shall be 24 credit hours for the Academic Year (Fall and Spring semesters) with three (3) contact hours being equal to two (2) credit hours for laboratories and culinary arts cooking courses.
 - For Faculty in Art (Studio Courses and Ceramics), Photographic Imaging, the course load shall be 30 contact hours for the Academic Year (Fall and Spring semesters).
 - For Faculty in disciplines currently listed in Article VIII (A)(3)(c), the course load shall be 24 contact hours for the Academic Year (Fall & Spring semesters) if they teach all lecture, or 30 contact hours for the Academic Year (Fall & Spring semesters) if they teach a combination of lecture/lab/clinical.

2. **27 credits/ 33 contact (with \$4500 added to base salary (which in turn add an additional \$450 to 403(b)(Not available for Nursing, Art or some sciences)**
 - For Faculty in disciplines currently listed in Article VIII(A)((1) and (2) and CAHM, the course load shall be 27 credit hours for the Academic Year (Fall and Spring semesters) with three (3) contact hours being equal to two (2) credit hours for laboratories and culinary arts cooking courses.
 - For Faculty in Photographic Imaging, the course load shall be 33 contact hours for the Academic Year (Fall and Spring semesters).
 - For Faculty in disciplines currently listed in Article VIII(A)(3)(c) (other than Nursing), the course load shall be 27 contact hours for the Academic Year (Fall & Spring semesters) if they teach all lecture, or 33 contact hours for the Academic Year (Fall & Spring semesters) if they teach a combination of lecture/lab/clinical.

3. **30 credits/36 contact (with \$9000 added to base salary (which in turn adds an additional \$900 contribution from the College to the Employee's 403(b))** -(Not available for Nursing).
 - For Faculty in disciplines currently listed in Article VIII(A)((1) and (2) and CAHM, the course load shall be 30 credit hours for the Academic Year (Fall and Spring semesters) with three (3) contact hours being equal to two (2) credit hours for laboratories and culinary arts cooking courses.

-For Faculty in Art (Studio Courses and Ceramics), Photographic Imaging, the course load shall be 36 contact hours for the Academic Year (Fall and Spring semesters).

-For Faculty in disciplines currently listed in Article VIII(A)(3)(c) (other than Nursing), the course load shall be 30 contact hours for the Academic Year (Fall & Spring semesters) if they teach all lecture, or 36 contact hours for the Academic Year (Fall & Spring semesters) if they teach a combination of lecture/lab/clinical.

Once the current faculty select workload their contract type (1. or 2.) above, they **cannot** decrease their workload for the remainder of their employment with the College. Faculty, who initially selected the 24, credit/30 contact option, or 27 credit/33 contact option may increase their workload to the higher options with the approval of the Vice President of Academic and Student Success.

All Faculty hired by the College after May 1, 2019 (except Nursing) must select one of two types of contracts for the Fall & Spring Semesters (their Academic Year Contract) upon their hire:

1. 27 credits/ 33 contact (with \$4500 added to base salary (which in turn add an additional \$450 to 403(b)(Not available for Nursing or Art or some sciences)

-For Faculty in disciplines currently listed in Article VIII(A)(1) and (2) and CAHM, the course load shall be 27 credit hours for the Academic Year (Fall and Spring semesters) with three (3) contact hours being equal to two (2) credit hours for laboratories and culinary arts cooking courses.

For Faculty in Photographic Imaging, the course load shall be 33 contact hours for the Academic Year (Fall and Spring semesters).

-For Faculty in disciplines currently listed in Article VIII(A)(3)(c) (other than Nursing), the course load shall be 27 contact hours for the Academic Year (Fall & Spring semesters) if they teach all lecture, or 33 contact hours for the Academic Year (Fall & Spring semesters) if they teach a combination of lecture/lab/clinical.

2. 30 credits/36 contact (with \$9000 added to base salary (which in turn adds an additional \$900 contribution from the College to the Employee's 403(b)) -(Not available for Nursing).

-For Faculty in disciplines currently listed in Article VIII(A)(1) and (2) and CAHM, the course load shall be 30 credit hours for the Academic Year (Fall and Spring semesters) with three (3) contact hours being equal to two (2) credit hours for laboratories and culinary arts cooking courses.

-For Faculty in Art (Studio Courses and Ceramics), Photographic Imaging, the course load shall be 36 contact hours for the Academic Year (Fall and Spring semesters).

-For Faculty in disciplines currently listed in Article VIII(A)(3)(c) (other than Nursing), the course load shall be 30 contact hours for the Academic Year (Fall & Spring semesters) if they teach all lecture, or 36 contact hours for the Academic Year (Fall & Spring semesters) if they teach a combination of lecture/lab/clinical.

(Note: Nursing must stay at 30 contact workload that applies to existing faculty)

Once the current faculty select workload their contract type (1. or 2.) above, they cannot decrease their workload for the remainder of their employment with the College. Faculty, who initially selected the 24, credit/30 contact option, or 27 credit/33 contact option may increase their workload to the higher options with the approval of the Vice President of Academic and Student Success.

Section B. C., D. of Article VII – No Changes

Modify Section E. Learning Laboratory- Revised per Side Agreement from Settlement of Grievance

Add a New Section - Advisors

- Add Advisor Section from 2015 Side Agreement.

Section F. - Pre-Retirement Work Load Option

Effective for Academic Year 2019-2020, Paragraphs (1) and (2) related to the 50% option shall be eliminated and ineffective. (Note: Faculty currently on 50% pre-retirement workload have one of three options: (1) retire effective August 31, 2019 with 25% of full-time salary as severance; (2) return to full-time until date of retirement; or (3) have one more year on 50% option and retire on August 31, 2020). (Note: Any faculty who elected the Pre-Retirement Work Load Option with a start date of Fall 2019 may revoke their election and select the Pre-Retirement Step Down Option if otherwise eligible.) All faculty must inform Human Resources of which option they will select within thirty (30) days of ratification.

Section (3) Step down Option – Stays the Same

Modify Section (4) -

Stays the same but add language from Side Agreement on clarification of benefits – no LTD, Accidental Death & Dismemberment (ADD) and twelve-month employee clarification on vacation, personal and intercession days. ADD – Employee on the Step-Down Option cannot work overload courses.

Section G. - Stays the same

Section H. REVISE RELEASED TIME - add “Employees, other than credit teaching Faculty, on released time or otherwise being excused from regular hours to perform Federation work (i.e. Classified Co-chairs enforcement time) must report any time off from their regular work schedule for Federation activities to their supervisors on a weekly basis.”

Section I. Modify subsections (5)(6) and (7) Summer Teaching, Overloads, and Semester Loading to reflect the following changes– Subject to availability, all faculty (except faculty on pre-retirement step down option) may work up to one overload courses (i.e. overload courses beyond any section that is assigned to an Employee as part of his/her normal contracted workload) in each regular semester, (i.e. the Fall and Spring semesters). Overload courses taught by Faculty in Fall and Spring semesters count toward Full-time/Part-time ratio set forth in Article VII. O. of the Agreement. All faculty can work up to three overload courses in each Summer session and one overload course in Winter Term. Faculty are only guaranteed their contractual workload. Overload courses are subject to availability. Other terms of Section 6 remain the same.

Section J.K. L. M. and N. - Stay the Same

Section 0. Full-Time/Part-Time Ratio [Modify]

Section 0. Full-Time/Part-Time Ratio [Modify]

For the term of this agreement the full-time/part-time ratio shall be calculated in the following manner:

(1) Required Number of Full-Time Faculty:

(a) In each Fall and Spring semester, there shall be a required number of full-time faculty so that their student credit hour contribution will equal sixty-four (64%) of the mean total student credit hours taught in the Fall and Spring semesters of the two prior academic years. For each semester, a contribution calculation will be performed whereby each instructional faculty member will be credited with student credit hours equal to their Academic Year Contract (i.e. 50% of 24, 50% of 27, or 50% of 30 credits, with 30 contact hours equal to 24 credits, 33 contact hours equal to 27 credits, and 36 contact hours equal to 30). Librarians and Learning Lab faculty will be credited with 12 student credit hours each semester. The total of the student credit hour contributions of the full-time faculty, librarians and learning lab faculty will be compared to sixty-four percent (64%) of the average student credit hours taught in the Fall and Spring semesters of the two prior Academic Years.

(b) Cross-listed Course Reference Numbers (CRNs) are counted once toward student credit hours taught.

(c)- Delete section. (Pre-retirement 50% option eliminated).

(2) Calculation Parameters:

(a) For the purpose of this Article VIII P., full-time faculty shall include Ranks V-VIII faculty, Department Heads and Visiting Lecturers in instructional departments, and in the Library and Learning Lab. Specifically excluded are faculty in Counseling and Advising and the Director of Curriculum Facilitation while they are fully released from teaching.

(i) Inclusion of the Learning Lab faculty is in no way intended by the Federation or the College as an opening to count credit-free sections in the ratio.

(b) Faculty with a full load will be credited with 50% of the student credit hours equal to their annual Academic Year Contract, (for the Fall and Spring semesters); with Librarians, and Learning Lab faculty credited with 12 student credit hours each semester.

(c) Visiting Lecturers (including Diversity Fellows on a VL assignment) will be credited in the calculation based on their contracted workload for the Visiting Lecturer for the Fall and/or Spring semester(s). Visiting Lecturers shall work a 12 credit-hour equivalent per semester.

(d) Faculty on step-down will be credited with their step-down credit hours for that semester toward the computed count of full-time faculty student credit hours.

(e) Faculty on sabbatical, short-term disability or long-term disability will not be counted for ratio purposes. For 12-month faculty on a 6-month sabbatical, the semester of the sabbatical will be the semester in which most of the sabbatical days fall.

(f) A pro-rated adjustment to the student credit hours that are credited toward the computed count of full-time faculty student credit hours as determined in Section 2(b) and (e) will be made for faculty on released time (provided however that the additional curriculum coordinators on released time provided in accordance with this 2019 MOU will be listed in the report but their released time counts toward the full-time faculty ratio).

(g) The count of full-time faculty student credit hours in a semester shall include all full-time faculty credit hours as of the first day of the semester and any Visiting Lecturer credit hours created after the first day of the term provided that the Visiting Lecturer is not replacing previously counted full-time faculty credit hours. The ratio applies to courses taught in the Fall and Spring semesters of the Academic Year and does not apply to Summer or Winter terms.

(h) For the purpose of this section (Article VIII. P.), all calculations of full-time faculty student credit hours, including the required number, the computed count in a semester, the surplus and the deficit shall be made to the nearest tenth.

Delete prior section h.

(3) Surplus and Deficit:

(a) The College may bank an accumulated surplus in the computed count of full-time faculty credit hours compared to the required number of full-time faculty credit hours up to 90 student credit hours to be used against a future deficit.

(b) Any deficit in the computed count of full-time faculty credit hours compared to the required number of full-time faculty student credit hours must be made up the following semester and/or be offset against any accumulated surplus. Any deficit, or fraction thereof, that is not made up in the following semester shall be multiplied by 1.33 for each subsequent semester for which it is not made up.

(4). Ratio Report

(a) The College will submit a semester report to the Federation on the Ratio not more than 60 days after the end of the Spring semester.

(b) The Ratio report shall include. (1) [existing language]; 2. a list of full-time faculty and their contracted load student credit hour contribution and any overload student credit hour overload course taught in the semester; (3) [existing language]; (provided however that the additional curriculum coordinators on released time provided in accordance with this 2019 MOU will be listed in the report but their released time counts toward the full-time faculty ratio); (4) [existing language]; (5) [existing language]; 6) the deficit or surplus for that semester); 7) [existing language];

(5) Other Provisions- [existing language].

Detailed Proposal on Lateral Transfer

Modify Article IX – Seniority, Transfers and Retention of Employment

B. Transfers

(1) In the event the Board determines that a vacancy and/or opening in the bargaining unit exist at any of the College's campuses or facilities, Tenured Employees who are qualified shall have the right to fill any such vacancy and/or opening based on seniority. Non-Tenured, Tenure-Track Employees who are qualified shall have the right to fill a vacancy and/or opening in a newly created department at the time of its creation based on seniority; provided however that any Non-Tenured Employee must satisfactorily complete at least two years in the new department before being eligible for Tenure.

Detailed Proposal on Evaluations:

Modify Exhibit E

Guidelines for Faculty Participation in the Life of the College

Intro stays the same:

Modify Section A:

- A. We expect each faculty member to meet his or her obligations under the Collective Bargaining Agreement **which includes full participation in the assessment of student learning and student learning outcomes at the course, program, and institution levels.**
- B. No changes.

Replace Credit Free Side Agreement with --- 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.
 - 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.

SIGNATURES NEXT PAGE

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: [Signature]

Date: 4/3/2019

By: _____

Date: _____

Community College of Philadelphia

By: [Signature]
President, Donald Generals, Ed.D.

Date: April 3, 2019