

Community
College
of Philadelphia

**Full-Time Faculty
Collective Bargaining Agreement**

by and between

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

September 1, 2011 to August 31, 2016



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This Agreement made and entered into this 9 day of Feb, 2015 by and between Community College of Philadelphia ("College") through its Board of Trustees ("Board") and the Faculty and Staff Federation of Community College of Philadelphia, Local 2026 of the American Federation of Teachers, AFL-CIO ("Federation").

WITNESSETH:

Board has agreed to recognize Federation as the sole and exclusive bargaining agent in the unit hereinafter described. Both parties desiring to work with each other in mutual respect, harmony and cooperation; and both parties recognizing that collective bargaining in good faith will assist them in reaching a common understanding have agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board recognizes Federation as the sole and exclusive bargaining agent at its Campuses and facilities (all places where the College offers services) for the following classes of full-time employees ("Employees") irrespective of where such Employees may render their service, and excluding all others:

Rank A - Instructional Aides

(Replacing what formerly had been called *Rank I - Departmental Assistants* and
Rank III - Departmental Associates)

Rank B - Instructional Aides

(Replacing what formerly had been called *Rank II - Assistant Instructors* and
Rank IV - Associate Instructors)

Rank V - Instructors

Rank VI - Assistant Professors

Rank VII - Associate Professors

Rank VIII - Professors

(Including those who have formerly been known as *Lecturers*)

- B. Department Heads, Curriculum Supervisors, Deans and all other Administrative personnel, part-time Employees (those who teach fewer than nine [9] credit hours per semester or, those Counselors and Librarians who work twenty-four [24] hours or less a week provided, however, that in determining the hours of work for Librarians, a contact hour of teaching shall be equal to three [3] hours per week for this computation), full or part-time Visiting Lecturers, interns, classified employees and all exempt and confidential Employees are specifically excluded from the bargaining unit. For the purposes of this Agreement the titles "Department Chair" and "Curriculum Supervisor" shall have the same meaning as the title "Department Head".
- C. The Board agrees to deduct in semi-monthly installments from the academic base salaries of Employees who have duly authorized such deductions in writing in accordance with law, the regular

annual dues of Federation 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.

D. All Employees who are members of Federation as of the date of ratification of this Agreement or who, thereafter, during its term become members of 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.

E. (1) The College and the Federation hereby agree that all non-members of the Federation shall be subject to a Fair Share Fee as subsidized by law.

(2) 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.

(3) The College agrees to deduct, on a semi-monthly basis, the Fair Share Fee from academic base salaries 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.

(4) 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.

F. 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 Full-time Faculty 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.

G. 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 II
RIGHTS OF BOARD

Except as hereinafter specifically provided such as in Article XXI, Institutional Participation, 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. The Board and its representatives shall take no action violative of, or inconsistent with, any provision of this Agreement.

Except as herein provided, the Board shall not, without a prior "meeting and discussion" (as that term is defined in Act 195) with the Federation, take any action violative of or inconsistent with any policy or practice affecting the conditions of employment of Employees or establish any new policy or practice affecting the conditions of employment of Employees existing on the date of execution of this Agreement.

ARTICLE III
RIGHTS OF FEDERATION

- A. (1) The President agrees to meet at mutually convenient times, but at least monthly, if requested, with representatives of Federation for the purpose of discussing matters of educational policy and development as well as matters related to the implementation of this Agreement. Requests for such meetings shall be made at least one (1) week in advance, where possible, and shall include a proposed agenda; provided, however, that the President may bring with him/her to any such meeting anyone s/he desires and may also submit an agenda if s/he so chooses.
- (a) Joint minutes, prepared in a manner mutually agreed to, shall be kept with respect to decisions made and/or agreements reached at each such meeting.
- B. (1) Duly authorized representatives of Federation shall be permitted to transact official Federation business on Board property at reasonable times, provided that this shall not interfere with or interrupt normal College operations. Requests for use of rooms shall be made in writing three (3) days prior to the desired meeting, when possible. Meetings shall be scheduled within the regular shift hours of the custodial staff. Federation shall reimburse Board for any costs resulting from such use.
- (2) Federation shall have a separate office on each campus assigned to its exclusive use.
- C. Federation shall have the right to post the official notices of its activities on bulletin boards. Such notices shall list the Federation as their source. Federation may use Board's inter-office mail service and mail boxes for distribution of official Federation communications. Federation may use the facilities of the mail and copy center at cost.

D. (1) Board shall make available to Federation, upon reasonable notice, any material, information, statistics and/or records which it might have and which are relevant to negotiations or to the proper enforcement or implementation of this Agreement. Any such requests for information will be addressed directly to the College's Vice President for Human Resources and General Counsel.

(2) Four times each year the Board shall give to the Federation a list of the names, employee identification number, College email address, addresses, phone numbers, ranks, job code, degree status for pay purposes, salary step, assigned Department, hire date (including original and current hire date), and salary of all Employees. Each Employee shall advise the Vice President for Human Resources or his/her designee with respect to any changes pertaining to that Employee's name, address and phone number. These lists will be provided, containing the most up-to-date information, four times a year, on October 15, February 21, June 1, and August 15. Such information will list information for each Employee only once. The Federation shall be notified of all such changes, excluding phone numbers, upon their receipt.

(3) In addition, the Board will provide the Federation with the following information:

- (a) Employees retiring
- (b) New hires, including changes in classification
- (c) Changes in rank
- (d) Changes in degree status
- (e) Non-renewals
- (f) Sabbaticals
- (g) Layoffs
- (h) Resignations
- (i) Employees going on long-term disability
- (j) Employees taking pre-retirement workload options
- (k) Approved unpaid leaves
- (l) Approved transfers from one department to another
- (m) Recalls from layoff
- (n) Employees taking academic year options
- (o) Information on overloads

All of this information shall be provided in such form (including digital format) as the Board deems appropriate.

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

F. Board shall supply Federation with an organization chart and shall advise it as to changes when applicable.

G. Board shall give the Federation access to interactive computer systems in use at the College,

including the Internet System and the Internal On-line System. Federation access to interactive systems shall be on the same terms and conditions as similar access for individual faculty members, and shall in addition include access to all information to which the Federation is entitled under the terms of Section D of this Article III. The College shall co-operate with the Federation in the event the Federation seeks to develop a home page, but shall make a reasonable effort to differentiate its home page from that of the College. For the purposes of this section, the Federation shall have the right to choose its own name.

- H. On a monthly basis, Board shall furnish Federation with a summary of all grant proposals it accepts. Such summaries shall include information concerning staffing required by the grant and the department or administrative area responsible for administering the grant. The full grant proposal shall be made available to Federation upon Federation request to the Office of Institutional Advancement.
- I. For each signed contract to which it is a party for the provision of educational or related services, Board shall furnish Federation with the date, contracting party, and short description of subject matter. Federation shall have the right to examine such contracts upon request. This requirement will apply only to contracts having a total value of \$15,000 or more.

ARTICLE IV FAIR PRACTICES

- A. Neither the Board nor the Federation shall discriminate against any Employee because of race, creed, color, national origin, sex, age, marital status, sexual orientation or membership in (or lack thereof) or activities on behalf of the Federation or any other organization or for any other reason, violative of law.
- B. There shall be no restriction on the employment of more than one (1) member of the same family; provided, however, that no Employee will initiate or participate in any institutional decision involving a direct benefit to a member of his/ her family.
- C. 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:
 - (1) An Employee's spousal equivalent is the Employee's sole domestic partner and has a committed relationship, intended to be of indefinite duration, with the Employee; and
 - (2) An Employee's spousal equivalent is of the same sex as the Employee and is not married to anyone else; and
 - (3) An Employee's spousal equivalent is at least eighteen (18) years old; and
 - (4) An Employee's spousal equivalent is not related by blood to the Employee to a degree of closeness which would prohibit legal marriage in the state in which the Employee and the spousal equivalent legally reside; and

- (5) An Employee's spousal equivalent resides together with the Employee in the same residence, and both the Employee and the Employee's spousal equivalent intend to do so indefinitely; and
- (6) An Employee's spousal equivalent and the Employee are jointly responsible for each other's common welfare and share financial obligations. Joint responsibility for each other's common welfare and shared financial obligations will be demonstrated by the prior existence of three of the following: (a) joint mortgage or lease; (b) designation of an Employee's spousal equivalent as primary beneficiary of the Employee's life insurance; (c) designation of an Employee's spousal equivalent as primary beneficiary of the Employee's retirement contract; (d) designation of an Employee's spousal equivalent as primary beneficiary in Employee's will; (e) durable property and health care powers of attorney vested by the Employee in Employee's spousal equivalent; (f) joint ownership by the Employee and the Employee's spousal equivalent of an automobile, joint bank accounts, or joint credit account.
- (7) 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 V
ACADEMIC QUALIFICATIONS

- A. (1) (a) Board shall assign a rank to each Employee; and the minimum qualifications therefore shall be as specified in Exhibit "A", attached hereto and made a part hereof; provided, however, that no present Employee shall have his/ her rank reduced because s/he fails to meet the minimum qualifications for his/her present rank.
- (b) Anything herein to the contrary notwithstanding, an Employee working in a program regulated by an outside agency must as a condition of continued employment (unless grandfathered by that agency), submit any credential which is required by law or regulation or to acquire or maintain program accreditation; provided, however, that any present Employee shall have a period not to exceed five (5) years to obtain required new or changed credentials if such period is authorized by law or regulation or by the accrediting agency (otherwise they shall have such shorter period, if any, as is authorized by law or regulation or by the accrediting agency).
- (2) An Employee hired for a teaching assignment on a regular basis shall not be placed in Rank A or B - Instructional Aides - if s/he is qualified, according to Exhibit "A", for Rank V or for higher rank. An Instructional Aide currently performing in a teaching assignment on a regular basis shall be placed in Rank V immediately upon his/her attaining the minimum qualifications for said Rank; in such case, the hiring procedure specified in Section A(1) of Article VI, Initial Appointments, shall not apply.

B. Evaluation

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

(2) Self-improvement evaluations: The Joint Committee specified in Section 5 below, shall agree upon certain College-wide criteria for self-improvement evaluations.

The Department Head and Department shall develop that Department's own criteria, if any, complementary or supplementary to the College-wide criteria for self-improvement.

A report summarizing an Employee's evaluation and suggestions for self-improvement shall be made by the Department Head using the criteria and procedures established for this purpose. Such suggestions shall be made in the case of non-tenured Employees by the end of their first semester, and in the case of all other Employees prior to April 1. The Department Head may, but shall not be required to, consult with the Dean in the development of such suggestions. These written suggestions shall be discussed with and shown to each Employee, who shall be given a copy. This material shall be filed within the Department and shall be accessible at the Administrative level to the Dean only, for the sole purpose of evaluating the Department Head in the performance of his/her duties as such. Deans should have key responsibility for administration of these evaluations.

(3) Evaluations for promotion: Recommendations for promotions shall be initiated by the Department Head using both the general College-wide criteria on evaluation for promotions established by the Committee specified in Section 5, below, and the specific criteria developed for this purpose within the Department. Such recommendations shall be sent to the Dean and higher authorities for their review and further action in accordance with the established criteria. These recommendations shall be completed by the Department Head in adequate time for the appropriate persons to act.

(4) Non-renewal: (See article VI.C.)

(5) Joint Evaluation Committee: A committee consisting of Employees appointed by the Federation and an equal number of Administrators appointed by the President shall be convened at the request of either the Federation or the College to review the College-wide criteria to be used as specified in paragraphs (2), and (3), above, and Article VI.C. In the event the Committee fails to issue a report, the then existing criteria will be used for evaluations.

ARTICLE VI APPOINTMENTS AND RENEWALS

A. (1) Initial Appointments:

Responsibility for initiating recommendations for hiring shall vest with the members of the Department where a newly-hired Employee will be working. The hiring procedure shall be as follows:

- (a) The Administration shall inform the Department of the probable number of positions to be filled as early as possible, and in no case later than October 15, if the positions are to be filled for the following Fall semester or March 15, if the positions are to be filled for the following Spring semester.
- (b) A Department Hiring Committee (elected by the Department), the Department Head, and the Dean will meet prior to the beginning of the formal screening process to discuss the specific needs of the Department to be satisfied in filling the new position(s).
- (c) The College Affirmative Action Officer shall be a non-voting *ex officio* member of all Hiring Committees.
- (d) In any case, all recommendations for the hiring of new Employees in a Department shall be subject to the consideration and approval first of the Department Hiring Committee, next of the Department Head, then of the Dean, then of the Vice President for Academic Affairs or Vice President for Student Affairs (as applicable) and, finally, of the President.
- (e) The Department Hiring Committee may be required by the Administration to furnish a list, in its order of priority, of recommended applicants to a total of two (2) (at least one [1] of whom shall be a qualified member of the Part- time/Visiting Lecturers' Bargaining Unit) for each position to be filled, provided that there is that number of applicants acceptable to the Department Hiring Committee.
- (f) The Department Hiring Committee and the Department Head shall be required to provide (1) a list of all applicants rejected, together with all applications and all other material submitted by or on behalf of rejected applicants; and, upon request of the Vice President for Academic Affairs or Vice President for Student Affairs (as applicable), (2) a written statement explaining any specific rejection.

Final decisions with respect to the appointment of any new Employee shall be made by the Board upon recommendation of the President and an appointment shall normally be for the term of one (1) year. Within six (6) weeks of the initial recommendation as aforesaid by the Department Hiring Committee, written notification of action taken regarding the appointment shall be transmitted by the President to the Department Head and the Department Hiring Committee.

An Employee not in a department shall be given the opportunity to participate in the hiring process for Employees hired into his/her area.

(2) Affirmative Action:

Recognizing the needs of the students and of the wider community, the Federation and the Board shall encourage members of minority groups to apply for available faculty positions at the College. The parties recognize the importance of the College's commitment to be an Affirmative Action, Equal Opportunity and Equal Access Employer. They will continue to encourage applications from individuals from traditionally underrepresented groups.

B. Renewals

Employees' contracts shall be for a period of one (1) year; the pay period shall be from September 1 to August 31.

Contract renewals for the following academic year will be offered no later than March 15. All contract offers must be accepted or refused no later than April 15. Failure on the part of an Employee to accept a contract offer by that date shall be considered a refusal of the offer (and this shall be so specified in the contract renewal letter). The Board shall provide written acknowledgement to an Employee of the Board's receipt of that Employee's signed contract offer. If the Board does not intend to reappoint an Employee in Ranks V to VIII, it shall so advise him/her as early as possible, but in no event later than March 15 for those in their initial contract year who were appointed during the Fall semester; April 15 for those in their initial contract year who were appointed during the Spring semester; December 15 for those in their second and third years; and September 15 (or the following January 15 for those hired in the Spring) of the year prior to the termination of their service for all others.

C. Non-renewals

Recommendations for non-renewal shall be initiated by the Department Head at least one (1) month prior to the date stipulated for such notice to be given to the Employee. The Department Head shall meet with an Employee who is being considered for non-renewal before such recommendation is made. The Department Head's recommendation shall be made using both the College-wide criteria on evaluation for renewals established by the Committee specified in Article V, B, (5), and the specific criteria developed for this purpose by the department. These recommendations shall be sent to the Dean and higher authorities for their review and further action.

During his/her first 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) working days of notice. In subsequent years prior to attaining tenure, 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) working days of notice. If the cause is questioned, the matter shall be processed through the grievance procedure, Article XXII; provided, however, that the final step of this type of grievance shall be with the appropriate committee of the Board and provided, further, that if any part of the procedure leading to non-renewal of a non-tenured Employee is questioned, the grievance may be taken to Step 4 - Arbitration; provided that the absence of Department criteria or the failure to apply same (per Article V) shall not be used as the basis for taking a grievance to arbitration.

An employee in Rank A or B who has at least one (1) year of continuous service since his/her last date of hire, shall not be disciplined or denied renewal without just cause. Appeals pertaining to discipline or denials of renewal without just cause shall be processed through the grievance procedure provided for in Article XXII, including Step 4 - Binding Arbitration.

D. Discontinuous Service

Employees who voluntarily terminate, or who are terminated for cause, and who are subsequently

rehired, will receive no credit for prior service for any reason, other than credit for years of experience toward minimum requirements for rank as specified in Exhibit "A" of this Agreement. This clause shall not apply to any present Employee hired prior to October 20, 1972 who has discontinuous service.

ARTICLE VII

TENURE

- A. The Administration shall advise each Employee, upon his/her appointment, of the substantive and procedural standards employed in decisions affecting renewal and tenure by supplying him/her with a copy of this Agreement.
- B. "Tenure" shall mean the right of a person to hold his/her position and not to be removed therefrom except for cause in the manner hereinafter provided.
- C. Each Employee shall be advised when decisions affecting his/her renewal and tenure are being made and s/he shall be given the opportunity to submit material which s/he believes will be helpful to an adequate consideration of his/her circumstances.
- D. Tenure shall be granted as follows:
 - (1) An Employee in Rank A or in Rank B does not hold tenure; and service in such classification shall not be counted toward tenure; provided that, credit for past service at the rank of Lecturer shall be counted toward tenure for those employed prior to September 1, 1970, whether or not they had a Master's degree at that rank.
 - (2) Instructors do not hold tenure but service in such classification will be counted toward tenure.
 - (3) Subject to the provisions of sub-paragraph (1) above, Assistant Professors achieve tenure upon being appointed for a fifth (5th) year counting from the original appointment at the level of Instructor or above.
 - (4) Subject to the provisions of sub-paragraph (1) above, Associate Professors achieve tenure upon being appointed for a fifth (5th) year counting from the original appointment at the level of instructor or above.
 - (5) Professors achieve tenure upon being appointed for a fifth (5th) year.
 - (6) Notwithstanding the above, for faculty hired in January or effective with the Spring semester, tenure shall not become effective until the faculty member has completed four continuous full academic years, or for a 12-month employee, four continuous complete calendar years.
- E. The President may, under special circumstances, recommend to the Board the granting of tenure to Employees who have served less than the above specified periods of time.
- F. A tenured Employee shall be given written notification of the Board's intent to review his/her tenured

status and the reasons therefor. Prior to sending such notification, the administration should attempt informal adjustment and conciliation.

G. The service of tenured Employees may be terminated only after demonstration by the Board of:

- (1) Incompetence, including consistent and flagrant non-compliance with contractual obligations, or
- (2) Physical and/or mental incapacity which renders him/her unable to teach.

Appeals pertaining to the termination of a tenured Employee shall be through the grievance procedure.

H. A tenured Employee shall receive his/her salary for the semester in which termination is completed and for the semester following, whether or not s/he is continued in his/her duties at the College.

I. Until the final decision on termination of a tenured Employee has been reached, that Employee may be suspended only if immediate harm to him/herself or others is threatened by his/her remaining at the College. If s/he is terminated, the Employee shall receive his/her salary for at least the period specified in Section H above and will be continued in his/her duties for that period unless his/ her welfare or the welfare and safety of the College requires that s/he be granted a leave of absence.

J. In the same manner as Employees who are eligible for tenure, Department Heads and Curriculum Supervisors retain tenure or accrue credit toward tenure while serving in these positions. Service in other positions out of the bargaining unit does not count as credit toward tenure, but Employees who have been in the bargaining unit and are appointed to positions out of it shall retain tenure or whatever credit toward tenure they have accrued prior to such appointment, understanding that such tenure or credit toward tenure applies only to the bargaining unit position held by the Employee before his/her appointment out of the unit.

ARTICLE VIII HOURS OF WORK

A. Ranks V-VIII: Course Load and Class-Size Maxima

- (1) For Employees in disciplines listed in this section, course load shall be 24 credit hours for the academic year, with three (3) contact hours being equal to two (2) credit hours for laboratories.

ARCHITECTURE, DESIGN, AND CONSTRUCTION (ADC)
AUTOMOTIVE TECHNOLOGY (AT)
BIOLOGY (BIOL)
BIOMEDICAL TECHNICIAN TRAINING (BTT)
CHEMISTRY (CHEM)
COMPUTER INFORMATION SYSTEMS (CIS)
COMPUTER SCIENCE (CSCI)

ENGINEERING (ENGR)
PHYSICS (PHYS)
SCIENCE, TECHNOLOGY, AND SOCIETY (STS)

In laboratories, the maximum number of students shall be dependent on the number of student stations. The number of students in a lecture class shall not exceed a maximum of 36 students.

- (2) For Employees in disciplines listed in this section, course load shall be 24 credit hours for the academic year.

ACCOUNTING (ACCT)
AMERICAN SIGN LANGUAGE (ASL)
ANTHROPOLOGY (ANTH)
ART (excluding studio courses) (ART)
ASL/ENGLISH INTERPRETING (INT)
BEHAVIORAL HEALTH/HUMAN SERVICES (BHHS)
COLLEGE SUCCESS SEMINAR (COL)
COMPUTER FORENSICS (CF)
DIGITAL FORENSICS (DF)
COUNSELING (COUN)
EARTH SCIENCE (EASC)
ECONOMICS (ECON)
EDUCATION (EDU)³
FINANCE (FIN)
FIRE SCIENCE (FSCI)
FOUNDATIONAL MATHEMATICS (FMNT)¹
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
GEOGRAPHY (GEOG)
HEALTH (HLTH)
HISTORY (HIST)
HUMANITIES (HUM)
INTERDISCIPLINARY STUDIES (IDS)
LEADERSHIP (LEAD)
JUSTICE (JUS)
MANAGEMENT (MNGT)
MARKETING (MKTG)
MATHEMATICS (MATH)¹
MUSIC (MUS)²
PARALEGAL STUDIES (PLS)³
PHILOSOPHY (PHIL)

¹ Hours listed as laboratory hours in the catalogue shall be counted as credit hours when taught by mathematics teachers in Ranks V through VIII.

² 1. Except for purposes of layoff or recall, full-time teachers will teach ensembles and applied music on an overload basis only. In those instances, a 2:1 ratio of ensembles (rehearsal) and applied music (instruction) contact hours to credit hours will be used.

(a) A full-time faculty member will not be displaced if nine credit hours of instruction for which he/she is qualified is available, including ensembles and applied music calculated at the ratio listed above.

(b) A full-time faculty member on the preferred recall list will be recalled if nine credit hours of instruction for which he/she is qualified is available, including ensembles and applied music at the ratio listed above.

2. For part-time teachers the ratio referred to above will be used in complying with the definition of a part-time instructor under Article I, Section B, of this Agreement.

3. All overload instructional hours will be paid at the applicable contact hour rate.

³ In PLS 111 and PLS 112, the number of students in a class shall not exceed a maximum of 25. In EDUC 290 the number of students in a class shall not exceed a maximum of 18. In Education 202, the number of students in a class shall not exceed a maximum of 18.

POLITICAL SCIENCE (POLS)
 PSYCHOLOGY (PSYC)
 REAL ESTATE (RE)
 RELIGIOUS STUDIES (RS)
 SOCIOLOGY (SOC)
 WOMEN'S STUDIES (WS)
 YOUTH WORK (YW)

For the disciplines listed in this section, the number of students in a class shall not exceed a maximum of 36 students⁴.

- (3) (a) For Employees in disciplines listed in this section, course load shall be 30 contact hours for the academic year:

ART (STUDIO COURSES AND CERAMICS)
 PHOTOGRAPHIC IMAGING (PHOT)
 OFFICE ADMINISTRATION (OA)⁵

- (b) For Employees in disciplines listed in this section, course load shall be 36 contact hours for the academic year.

CULINARY ARTS & HOSPITALITY MANAGEMENT (CAHM)⁶

- (c) For Employees in disciplines listed in this section, course load shall be 12 contact hours per semester for those faculty who teach lectures only, or 15 contact hours per semester for those faculty who teach a combination of modes (lecture, laboratory, clinical).

CLINICAL LAB TECHNOLOGY (CLT)
 DENTAL HYGIENE (DH)
 DIAGNOSTIC MEDICAL IMAGING (DMI)
 DIETETICS (DIET)
 MEDICAL ASSISTING (MA)
 NURSING (NURS)
 RESPIRATORY CARE TECHNOLOGY (RESP)

The total workload for the year will be computed as follows:

24 contact hours	All lecture
30 contact hours	Combination of lecture, lab and/or clinical each semester
27 contact hours	12 contact hours all in one semester, 15 contact hours in the other

⁴ In PLS 111 and PLS 112, the number of students in a class shall not exceed a maximum of 25. In EDUC 290 the number of students in a class shall not exceed a maximum of 18. In Education 202, the number of students in a class shall not exceed a maximum of 18.

⁵ For Employees in Office Administration, course load shall be 24 equated credit hours or 30 contact hours, whichever is less, for the academic year. Lecture courses, to include OA 105, OA 108, OA 110, OA 111, OA 121, OA 122, OA 125, OA 143, OA 154, OA 155, OA 161, OA 171, OA 212, OA 254, OA 262, OA 265, OA 275, OA 281, BUS 115, MNGT 111, MNGT 241, ACCT 100 and other courses which may be jointly agreed to during the term of this contract, will count on a one contact hour for one equated credit hour basis in determining load. Skills courses, to include OA 141, and other courses which may be jointly agreed to will be equated with three contact hours being equal to two equated credit hours for work load determination; and also OA 102, which will be equated with two contact hours being equal to one equated credit hour for workload determination.

⁶ For Employees teaching CAHM 170, CAHM 171 and/or CAHM 270, or other food preparation courses added during the life of this contract in consultation with the Federation, and on the basis of the facts, the teaching load will be 36 contact hours per year. Faculty teaching other CAHM courses will have a teaching load of 24 credits per year. A faculty member who teaches both types of courses will have his/her workload computed as 24 equated credit hours with each credit hour spent in a food preparation course counting as two-thirds of a credit.

For those disciplines specified in this paragraph (3), in laboratories, the maximum number of students shall be dependent on the number of student stations. The number of students in a lecture class shall not exceed a maximum of 36 students. In any event, where team teaching had been utilized in the past, it may continue and with respect thereto the aforesaid maxima shall not apply.

- (4) For Employees in disciplines listed in this section, course load shall be 12 credit hours per semester:

ENGLISH (ENGL)
FOREIGN LANGUAGES

For these disciplines the number of students in a class shall not exceed 32 students, (as more fully specified as to foreign languages in Exhibit A to the Letter of Agreement, attached hereto and made a part hereof), except that in English 101, 109, 125, the maximum number shall be 23 and in English 102, 104, 108, 112, 114, 115, 116, 120, 131, 132, 135, 136, 137, 142, 205 and 210, the maximum number shall be 25. For English 141 the maximum number shall be 20. In Humanities courses, the maximum number of students shall be 32.

- (5) In developmental and remedial courses, the number of students in a class shall not exceed 20.
- (6) In Counseling 101, the maximum number of students shall be 23.
- (7) Class-size maxima as determined for normal academic year loading shall prevail for courses and sections taught by part-time teachers, through overload and summer teaching, and in offerings of the Division of Adult and Community Education and Corporate Solutions or their successors in function; provided, however, that this paragraph shall not apply to credit-free offerings of the Division of Adult and Community Education and Corporate Solutions or their successors in function.
- (8) (a) Exceptions to the above maxima are allowable to permit:
- (i) Innovative educational experimentation, and/or
 - (ii) To provide for educationally exceptional experiences.
- (b) Anything herein to the contrary notwithstanding, with respect to television courses given by bargaining unit members, a sub-committee composed of three (3) individuals designated by the College and three (3) individuals designated by the Federation shall be formed forthwith following ratification of the Labor Agreement. In addition, an individual mutually agreed upon by the parties hereto shall serve on the committee, and shall be its Chairman.

The committee shall meet and discuss the program and advise the respective bargaining teams of the College and the Union regarding the committee members' thinking on such matters as credit for load (and whether work pertaining to the program should be done in load or on overload), class size

considerations, course design, course materials and the like. Also, the committee shall be free to utilize such resource people and data as is deemed appropriate.

The College and the Federation shall be bound by the final, complete recommendation of a majority of the committee. Until such recommendation or arbitration award is issued, the program shall be considered experimental.

Anything herein to the contrary notwithstanding, television courses shall be considered a form of Distance Learning.

- (9) Class-size maxima shall be calculated as of the date on which drop- and-add ends in each session or academic year semester.
- (10) An Employee shall be assigned no more than three (3) preparations per semester; provided, however, that a first year teacher shall have no more than two (2) preparations for his/her first semester at the College, unless such a schedule is administratively impossible; and provided, further, that for Employees teaching English and Foreign Languages the maximum number of preparations shall be two (2) per semester, unless the Employee requests additional preparations.
- (11) Each teaching Employee shall maintain a minimum of six (6) office hours per week; provided, however, that office hours for those teaching in the Allied Health Programs shall be a minimum of five (5) per week. Office hours for each such Employee shall be held on at least three (3) separate work days and shall be posted not later than one (1) calendar week after the beginning of classes in a location immediately outside the Employee's office.
- (12) Disciplines added to the offerings of the College during the period of this Agreement shall be placed within that section among sections 1 through 4 with which they are most similar, in consultation with the Federation, and on the basis of the facts.
- (13) Any team teaching requires College's prior approval and its prior agreement as to allocations of course load credit.

B. Instructional Aides

- (1) Employees in Rank A shall be appointed for twelve (12) months with one (1) month's paid vacation; and Employees in Rank B shall be appointed for the academic year, all starting September 1st.

Notice of non-renewal for all Instructional Aides shall be given by March 15th.

- (2) Instructional Aides shall have a work week of 37-1/2 hours, of no more than five (5) days, which, insofar as is feasible, will be consecutive. Daily hours to be served shall be between 8:00 a.m. and 10:00 p.m. in a consecutive period of 7-1/2 hours, exclusive of lunch, in any given day. Sunday work regularly assigned shall be paid at double time; and at time and one-half if not regularly assigned.

- (3) Scheduling of Instructional Aides shall normally be done on a semester basis; provided, however, that any such Employee will receive notification of any pending schedule change at least one (1) month before such a change.
- (4) Instructional Aides shall be assigned to one (1) department for administrative purposes; provided, however, that the division of their time between departments in which they work shall be clearly specified and agreed to by their supervisors.
- (5) Employees in Rank B who work beyond the end of the academic year shall be paid at the appropriate hourly rate in Exhibit "C."

C. Counselors

Rank and tenure for Counselors shall be assigned on the same basis as is the case with teaching faculty.

The Counselors shall be considered as constituting a department for all purposes under this Agreement and the Department Head shall be entitled to fifty (50%) percent released time for administrative duties.

Counselors will work a twelve (12) month contract, starting on September 1, including a vacation of one (1) month's time, which, at the discretion of Counselors need not be consecutive. The scheduling of specific vacation periods shall be done mutually by the Counselors and their Dean. In addition, Counselors shall be entitled to five (5) normal working days off during the mid-year break, provided that the Counseling Center is properly staffed. Minimum salary for such contract shall be 30% greater than the individual would be eligible to receive for an academic year contract.

Counselors shall work thirty-five (35) hours per week, Monday through Friday. Each Counselor will be available to extended day students for only one (1) full evening per work week unless additional evening work is arranged with the mutual consent of the Counselor and the Division Dean for Student Life.

There will be one (1) Counselor for every four hundred and fifty (450) full-time equivalent students not in Community Services; and one (1) Counselor for every seven hundred (700) full-time equivalent students in Community Services offerings. These ratios shall be based on whole numbers as above and the College shall not be required to have any Counselors based on fractions of those whole numbers. The College may require that all new Community Services Counselors hired have special expertise in the needs of the Community Services Program and such new Counselors may be assigned minor administrative duties and also may be assigned by the College where and when needed, notwithstanding any other provision of this Section C of Article VIII to the contrary.

Professional counseling duties are defined as individual and group counseling, teaching of specific counseling classes, and consultation with faculty and students in the Curriculum Advising and Developmental Education programs. As with other faculty, Counselors may be offered overload teaching by other departments in disciplines for which they are qualified.

D. Librarians

Rank and tenure for Librarians shall be assigned on the same basis as is the case with other faculty.

The Librarians shall be considered as constituting a department for all purposes under this Agreement and the Department Head shall be entitled to twenty-five percent (25%) released time for administrative duties. Department meetings may be held at least once a month.

Librarians will work a twelve (12) month contract, starting on September 1, including a vacation of one (1) month's time, which, at the discretion of the Librarian, need not be consecutive. The scheduling of specific vacation periods shall be done mutually by the Librarians and their Dean. In addition, Librarians shall be entitled to five (5) normal working days off during the mid-year break, provided that the library is properly staffed.

Minimum salary for a Librarian's twelve (12) months' contract period shall be thirty percent (30%) greater than an individual would be eligible to receive for an academic year contract.

Librarians will work thirty-five (35) hours per week. Each Librarian will be available during extended day hours, no more than one (1) full evening per work week. Additional extended day work may be arranged with the mutual consent of the Librarian and his/her Dean.

The work week for Librarians will normally be Monday through Friday. However, because of the special needs of the College, it may be necessary, from time to time, for Librarians to work during Saturdays and Sundays on the present compensatory time off basis or, at the election of the Librarian, on an extra pay basis at the appropriate hourly rate in Exhibit "C".

Subject to satisfactory staffing arrangements, Librarians shall be permitted to enroll in courses and attend classes during normal working hours provided that the time so spent is made up on an hour for hour basis during the next seven (7) days.

As with other faculty, Librarians may be offered overload teaching by other departments in disciplines for which they are qualified.

E. Learning Laboratory

(1) Rank and tenure for Learning Lab Employees shall be assigned on the same basis as is the case with teaching faculty. The Learning Lab shall be considered as constituting a Department for all purposes under this Agreement.

(2) The work year shall be either on an academic year contract or on a twelve (12) month contract, as directed by the Board:

(a) For those Learning Lab Employees who work a twelve (12) month contract, the contract will start on September 1 and shall include a vacation of one (1) month's time which, at the discretion of the Learning Lab Employee, need not be consecutive. The scheduling of specific vacation periods shall be done mutually by the Learning Lab Employees and their Dean. In addition, Learning Lab Employees shall be entitled to five (5) normal working days off during the mid-year break provided that the Learning Lab is properly staffed.

Minimum salary for Learning Lab Employees who work a twelve (12) month

contract period shall be thirty percent (30%) greater than an individual would be eligible to receive for an academic year contract.

(b) For those Learning Lab Employees who work an academic year contract, the work year shall start on the first day of Fall in-service training and shall extend to and include the day grades are due at the end of the Spring semester. Also, these Employees shall be required to attend graduation. The Learning Lab Employees who work an academic year contract shall be entitled to the same Thanksgiving, Between-Semester and Spring breaks as the academic year teaching faculty.

(c) A Learning Lab Employee working a twelve (12) month contract shall be permitted to change permanently to academic-year status if mutually agreed by the College and the Employee.

(3) Learning Lab Employees will work thirty-five (35) hours per week, normally over a period of five (5) days.

(4) Subject to satisfactory staffing arrangements, Learning Lab Employees shall be permitted to enroll in courses and to attend classes during normal working hours, provided that the time so spent is made up on an hour-for-hour basis during the next seven (7) days.

(5) As with other Employees, Learning Lab Employees may be offered overload teaching in disciplines for which they are qualified, provided the same is done outside of their normal working hours.

(6) An Employee in Ranks V to VIII inclusive who wishes to work part of his/her load in the Learning Lab may do so if s/he is given permission by his/her Department Head, the Learning Lab Department and the Head of the Learning Lab Department.

(7) The Federation and the Board have agreed to conduct the following experiment, effective 9/1/98:

Learning Lab Employees shall be assigned a maximum of twenty-five (25) hours per week for instructional and related activities, normally over a period of five days. Up to twenty (20) of these hours shall be scheduled for direct student contact. The remaining assigned hours shall be for planned Lab- and/or College- related activities mutually agreed upon by the Learning Lab Employee and the Learning Lab Department Head. Hours not assigned shall be devoted to professional activities which may take place on- or off-campus at the discretion of the Learning Lab Employee. After two full semesters, the Joint Committee will evaluate the experiment. The College shall not terminate the experiment arbitrarily or capriciously. While the experiment is in force, this section E(7) shall supersede section E(3) of this Article.

F. Pre-Retirement Work Load Option

(1) An Employee who has reached age sixty (60) with at least seven (7) years of service or age fifty-five (55) with at least ten (10) years of service (in both cases, including years as a Visiting Lecturer) with the College and who because of personal or health reasons

desires to phase down prior to retirement, may elect to reduce his/her contractual annual workload by fifty percent (50%) (or as close thereto as possible) divided as evenly as possible between the two (2) semesters in the case of an academic year Employee and over the twelve (12) months in the case of a twelve (12) month Employee. All provisions of this Agreement except as specifically provided below shall apply to such Employees, provided however, that with respect to twelve (12) month Employees, the scheduling of time to be worked must be approved by the Dean, or his/her designee, or the Vice President for Student Affairs, as applicable.

- (2) In the event an Employee's contractual annual workload can be reduced only to percentages different from fifty percent (50%), his/her contractual annual workload shall be reduced to the percentage closest to fifty percent (50%). In the event that two (2) such percentages are equidistant from fifty percent (50%), the Dean or his/her designee, in consultation with the Department Head, shall determine which of the two (2) percentages shall be the Employee's reduced workload.
- (3) In addition, an Employee who has reached age sixty-six (66) and has twenty (20) years of service (including years as a Visiting Lecturer) may choose a "step-down" pre-retirement workload option as follows:

Year 1: Reduction of the contractual workload to the percentage closest to 75%, but at least 75%; 100% of salary; overload pay for credits above 75%;

Year 2: Reduction of the contractual workload to the percentage closest to 50%, but at least 50%; 100% of salary; overload pay for credits above 50%;

Year 3: Reduction of the contractual workload to the percentage closest to 25%, but at least 25%; 50% of salary; overload pay for credits above 25%

Year 4: Retirement.

- (4) An Employee who wishes to elect either Pre-Retirement Work Load Option shall notify the College no later than February 15th of a given academic year, to be effective as of the beginning of the next academic year, and by September 15 to be effective as of the beginning of the Spring semester. Once having made this election, the Employee will not be able to revert to full-load status or switch pre-retirement workload options. Each such Employee shall be paid a pro-rata percentage of the salary s/he otherwise would have been eligible to receive; but the Board shall provide all fringe benefits to which the Employee otherwise would be entitled at no cost to the Employee. No such Employee will be entitled to forgivable loans or to sabbatical leave(s) from and after the date his/her Pre-Retirement Work Load Option becomes effective. An Employee who elects either Pre-Retirement Work Load Option shall remain a full-time Employee for purposes of this and all other agreements between the Federation and the College.

G. Half-time Workload Option for Special Needs

By reason of childbirth, adoption or foster child placement, or for the serious health condition of a spouse, parent, child, or eligible Employee, an Employee shall be permitted, once in his/her career, during any twelve-month period, to reduce his/her contractual annual workload by fifty percent (50%) (or as close thereto as possible) divided as evenly as possible between the two (2) semesters in the case of an academic year Employee and over the twelve (12) months in the case of a twelve (12) month Employee. All provisions of this Agreement shall apply to such an Employee; in particular, the Employee shall continue to receive all benefits. In the event an Employee's contractual annual workload can be reduced only to percentages different from fifty percent (50%), the method described in section F.(2), above, shall be used to determine the Employee's reduced workload.

H. Released Time

Released time from teaching duties on a semester basis shall be recommended by the Department Head and the Dean to the Vice President for Academic Affairs. Released time commensurate with the task or duties involved may be granted for such activities and projects as:

- (1) In-service training;
- (2) Course or curriculum revision or development;
- (3) Service in an administrative capacity;
- (4) Institutional research; and
- (5) Curriculum advising.

If released time recommended by the Department Head is not granted, the Vice President for Academic Affairs shall explain his/her action to the Department Head.

The Federation shall be granted a released time pool of eight (8) courses per year. In addition, the Federation shall be permitted to purchase up to twelve (12) three-hour sections per year at the part-time contact hour rate then in effect for Pool I. All of these sections shall be allocated at the discretion of the Federation among Federation designees. In addition to the above, the Federation shall be permitted to purchase up to eight (8) sections of released or extended time to be allocated at the discretion of the Federation among Classified Employee or part-time faculty members designated by the Federation; these sections shall be purchased at the lowest part-time contact hour rate then in effect. Classified Employees shall be eligible only for extended time sections under these provisions. The Federation shall notify the Board before the end of the Spring semester for the following Fall semester and not later than December 15th for the following Spring semester; and, in no event, will any individual Employee receive released time amounting to a full load.

I. Scheduling

- (1) A minimum of twelve (12) hours shall elapse between an Employee's last regularly scheduled class or hours in a day and his/her first regularly scheduled class or hour on the following day.
- (2) Class schedules for teachers shall not extend over more than a seven (7) period day,

exclusive of overload, unless the teacher so requests. For purposes of this section, a period shall be equal to one (1) hour.

- (3) Regular work week for those in Ranks V through VIII shall be Monday through Friday from 8:00 a.m. (7:00 a.m. in Allied Health Programs only if required by outside clinical facility shift hours or such facility's other scheduling requirements) to 10:00 p.m.; and subject to what is provided in paragraph (4), below, Saturday and Sunday assignments are permitted.
- (4) Ranks V through VIII Employees who would otherwise be underloaded can be required to work on weekends or in Community Service programs; and other Ranks V through VIII Employees can be required to work on weekends or in Community Service Programs, but only if the College has attempted and failed to cover the Sections (in the following order) with:

- (a) Such Employees who volunteer;
- (b) Visiting Lecturers or Part-time Employees.

Any remaining Sections may then be assigned to Employees on a rotating inverse seniority order within disciplines.

No Employee will be required to work more than five (5) days in a week and, if possible, those five (5) days will be consecutive.

- (5) Summer Teaching: Employees may teach up to two (2) courses per Summer session, provided the sections are available.

(6) Overload:

- (a) An Employee whose workload is defined on an academic year basis may elect to receive his/her Fall semester overload pay in the Fall semester provided that:
 - (i) the Employee requests this option in writing to his/her Department Head at least 30 days prior to the start of the Fall semester,
 - (ii) the Employee agrees to teach a full load in the Spring semester,
 - (iii) the Employee's Department Head verifies in writing to the Dean that a full load will be available and will be assigned to the Employee in the Spring semester, and
 - (iv) the Employee agrees to a payroll deduction to repay all of the requisite portion of the overload if the Employee does not carry a full load in the Spring semester. The payroll deduction will occur in the first two (2) pay periods of the Spring semester.

Nothing in this provision is intended to affect the calculation of the Full-time/Part-time ratio set forth in Article VIII. O. of this Agreement.

- (b) No Employee shall be assigned more than one overload class section in any regular academic semester; provided, however, that for the purposes of this

section:

- (c) "Overload class section" shall mean any section assigned to an Employee, no credits for which are counted in his/her normal load; and
 - (d) The limitation contained in this section shall not apply in the event that an emergency results in the extended absence of an Employee, and provided that the Federation receives prior notice of the Administration's intention to make an emergency overload assignment.
 - (e) No Employee shall be offered any course s/he has not previously taught contingent upon his/her agreement to teach the course on an overload basis. No Employee shall be offered any course using computer-based instruction or other innovative delivery techniques which s/he has not previously used contingent upon his/her agreement to teach the course on an overload basis.
 - (f) Employees shall make their request for overload and summer teaching (including paid advising) to their Department Heads at least thirty (30) days before the beginning of the semester or term. Employees who make their requests after this date shall not be considered for assignment before Part-time faculty.
- (7) Semester Loading: For Employees whose assignments are on a credit-hour basis, not more than fifteen (15) credit hours shall be assigned in any one semester; and for those Employees whose assignments are on a contact-hour basis, not more than half the annual contact hour maximum plus one (1) course.

J. Drop and Add; Curriculum Advising

Each Employee may be required to participate in drop-and-add and in advising for no more than six (6) hours per semester which need not be consecutive. This duty is to occur within the first week prior to the beginning of each semester and at any time during each semester. Notice of at least one (1) week must be given to the Employee for such duty. Any such duties in addition to the above shall have additional compensation.

K. Night Sections

No Employee shall be required to teach more than two (2) night sections in an academic year.

L. Academic Year Employment

- (1) Although for fiscal and related purposes, appointments are geared to a pay period which runs from September 1 to August 31, the College may call upon Employees for advising, drop-and-add, ad hoc committees, College and Department Committees, accreditation, College-wide surveys, College meetings, in-service training, orientation, and department and division meetings, beginning five (5) working days before the opening of classes for the Fall and for the Spring semesters.

The Fall semester shall end forty-eight (48) hours after the last scheduled day of final examinations, provided that grade reporting procedures have been completed. The Spring semester shall end with attendance at graduation, which shall be held as soon

as reasonably possible following the final day for examinations, but in no event later than the Tuesday of the week following such final day of examination.

With respect to the Spring semester, provided that grade reporting procedures have been completed, during the period beginning forty-eight (48) hours after the final day for examinations and ending with graduation, an academic year Employee shall have no required duties, except for attending graduation. Other activities may be scheduled during this period provided attendance is voluntary.

An Employee for good cause shown, shall be excused by the Vice President for Academic Affairs from attending graduation.

- (2) When Spring and Fall semester classes are in session and teachers are not scheduled for classes, office hours, advising, drop-and-add or other duties, as specified in this Agreement, they are not required to be present at the College's campus(es) or facilities. However, when necessary Division, Department or General Faculty meetings, or other work requirements, as specified in this Agreement, develop requiring their presence on days or at times during the Fall and Spring semesters when they otherwise could be absent, the Employees shall be advised as early as possible of the need to report for the specific duty requiring their presence and they shall be expected to attend such function(s). All of the above shall take cognizance of the existing time pressures experienced by Employees in the discharge of their professional responsibilities and shall not be exercised by College in a manner contrary to the professional sensibilities of the Employees.

M. Academic Year Work Days

The number of work days during the academic year shall be as set forth in the calendar attached hereto and made a part hereof as Exhibit "B". Also, Employees who work twelve (12) month contracts shall work 33.5 hours per week during the period beginning with the second Friday in May and ending with the third Friday in August, inclusive, when the College operates on a four (4) day work week.

N. Academic Year Option

- (1) Twelve (12) month Rank V to VIII Employees will be permitted instead to work an academic year (at an academic year salary including full fringe benefits) at the discretion of the College, based on demonstrated College needs and the recommendation of the Department with the approval of the Department Head and of the appropriate Dean and the Vice President for Academic Affairs or for Student Affairs, as applicable. Interested qualified Employees who select this option, if it is available, shall be chosen on a rotating seniority basis for one (1) academic year at a time. The academic year may be sliding (it need not be traditional, i.e., it may be from August to March, etc.), as determined by the College. In any event, if staffing needs for a specific academic year so require, the College may nevertheless postpone the academic year option for up to one (1) year.

- (2) Notwithstanding the provisions of section (1) above, each twelve (12) month

Employee shall be permitted to take an academic year (traditional) option, at her/his election, in that Employee's final year prior to retirement.

O. Full-Time/Part-Time Ratio

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 equal to sixty-four percent of the mean total student credit hours taught in the Fall and Spring Semesters of the two prior academic years, divided by twelve.
- (b) Crosslisted Course Reference Numbers (CRNs) are counted once toward student credit hours taught.
- (c) However, for the Fall 2007 semester, the required number of full-time Faculty shall be based upon the mean total student credit hours taught in the Fall and Spring Semesters of the two academic years prior to the Fall 2007 semester, plus the number of sections still in deficit after Spring 2007 under the previous ratio calculation multiplied by 3.13 and divided by 12. The required number of full-time faculty for Spring 2008 shall be based upon the mean total student credit hours taught in the Fall and Spring Semesters of the three academic years prior to the Fall 2007 semester. In all subsequent semesters (after Spring 2008) the required number of full-time faculty shall be determined as in Article VIII O.1(a).

(2) Calculation Parameters:

- (a) For the purpose of this Article VIII O., 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 Academic Computing. Also excluded are the individuals who serve as the Director of Developmental Education, 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 (or a full load and an overload) will be credited with 12 student credit hours in a semester toward the computed count of full-time faculty.
- (c) Faculty on half-time workload will be credited with 6 student credit hours taught in a semester toward the computed count of full-time faculty.
- (d) 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.

- (e) A pro-rated adjustment to the student credit hours that are credited toward the computed count of full-time faculty as determined in Section 2(b), (c), and (d) will be made for faculty on released time. For example, 25% released time shall reduce a faculty member's credited student credit hours by 3 student credit hours and 50% released time shall reduce a faculty member's credited student credit hours by 6 student credit hours.
- (f) The count of full-time faculty in a semester shall include all full-time faculty as of the first day of the semester and any Visiting Lecturer positions created after the first day of the semester provided that the Visiting Lecturer is not replacing a previously counted full-time faculty member.
- (g) For the purpose of this section (Article VIII O.), all calculations of full-time faculty, including the required number, the computed count in a semester, the surplus and the deficit shall be made to the nearest tenth.
- (h) The computed count of full-time faculty for ratio purposes in a semester will be calculated as follows: the total student credit hours as credited in sections 2 (b) through 2(f) divided by 12. This computed count of full-time faculty for ratio purposes will be compared to the required number of full-time faculty as determined in section 1 (a).

(3) Surplus and Deficit:

- (a) The College may bank an accumulated surplus in the computed count of full-time faculty compared to the required number of full-time faculty of up to 6 full-time faculty (72 student credit hours) to be used against a future deficit.
- (b) Any deficit in the computed count of full-time faculty compared to the required number of full-time faculty 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 each Fall and Spring semester.
- (b) The Ratio Report shall include: 1) the total number of student credit hours taught College-wide in each department; 2) a list of faculty counted toward meeting the required number of full-time faculty with full load or half load indicated for each faculty member; 3) a list of faculty with released time indicating the number of credit hours of released time for each faculty member; 4) a list of faculty on short-term disability; 5) a list of faculty on sabbatical; 6) the deficit or surplus for that semester; and 7) the current

number of banked full-time faculty as specified in section 3(a).

(5) Other Provisions:

- (a) As has heretofore been the practice, credit free sections shall not be included in the computation of the full-time/part-time ratio.
- (b) Academic advising compensated work shall no longer be included in the computation of the full-time/part-time ratio.
- (c) In the event there is a significant decrease in enrollment or a decline in funding, the parties will meet to resolve the need to hire full-time Employees required by the Ratio.

ARTICLE IX

SENIORITY, TRANSFERS AND RETENTION OF EMPLOYMENT

A. Seniority

- (1) Seniority shall be on a college-wide basis and shall mean an Employee's length of full-time faculty bargaining unit service at the College as provided for in this Agreement. In the event two (2) or more Employees have the same seniority, length of employment at the College as a part-time employee and/ or as a visiting lecturer shall be used to resolve conflicts; and in the event these are not conclusive or in the event there has been no such employment, the date of Employee's letter of appointment shall govern.
- (2) Those who hold non-bargaining unit positions within the College shall retain seniority earned through service in bargaining unit positions, but they shall not accrue additional seniority while out of the bargaining unit; provided, however, that Department Heads and Curriculum Supervisors shall retain and accrue seniority while serving as such. An Employee who leaves the Bargaining Unit to hold a non-Bargaining Unit position within the College, with the exception of Department Heads, will neither lose nor accrue seniority, and his/her seniority date will be adjusted accordingly.

B. Transfers

- (1) In the event the Board determines that a vacancy and/or opening in the bargaining unit exists at any of the College's campuses or facilities, Employees who are qualified shall have the right to fill any such vacancy and/or opening based on seniority.
- (2) The Board shall notify all Employees through publication in the Community College Newsletter or its successor in function of all such vacancies and/or openings and no such vacancy and/or opening shall be filled for thirty (30) calendar days after such notification, so that all interested Employees shall have had an opportunity to request transfer to such vacancy and/or opening.
- (3) In the event any new campus or facility is opened replacing one or more existing campuses or facilities, the Employees involved at the campus(es) or facility(ies) affected shall have the right to transfer to the other campus(es) or facility(ies). In such

a case they shall, if qualified, have priority over any other applicant for appointment at, or voluntary transfer to such other campus(es) or facility(ies).

- (4) Anything herein to the contrary notwithstanding, in the event an entire program or department is transferred to a different campus or facility the Employees in that program or department also shall be transferred.

C. Displacement/Layoff

- (1) "Displacement/Layoff" shall be defined as the termination of an Employee's services for reasons unrelated to his/her performance. The Federation shall be informed of all notices of displacement/layoff.

- (2) In the event of a reduction in the number of Employees for any reason, the following shall apply:

- (a) An Employee who cannot be employed by the exercise of seniority within his/her area(s) of qualification(s) at the campus or facility of his/her assignment shall, if s/he has the required seniority, have the right to be employed at any other campus or facility where a position exists within his/her area(s) of qualification(s).

- (b) If an Employee exercises the above rights, the most junior Employee in that Employee's areas of qualification(s) may be displaced.

- (c) Displacement of another Employee shall not occur if a full-time position can be made available by the elimination of part-time and overload/ overtime assignments which the Employee is qualified to teach. This shall, in addition to regular teaching faculty, apply to Counselors and Librarians, Learning Lab Employees and Rank A and B Employees; no other rights are affected by this change.

- (d) (i) Any Employee who is displaced and for whom no position exists shall be given preference for part-time assignments for which s/he is qualified.

- (ii) Employees on layoff in a Department shall have the right to part-time courses in that Department which become available over Employees who have transferred to another Department from that Department, regardless of their respective seniority.

- (e) (i) Any Employee who is displaced and for whom no position exists shall be placed on a preferred recall list and shall retain all prior accrued seniority, rights and benefits obtained up to the date s/he was placed on the preferred recall list, and all of these rights and his/her position on the list shall be retained for a period equal to his/her length of service with the College or three (3) years whichever is less, provided, however, that none of the fringe benefits specified in this Agreement shall be granted while s/he is on the preferred recall list; but so long as the

carrier(s) do(es) not object, Employees on the preferred recall list shall be permitted, at their own expense, to remain in the College's fringe benefit groups.

- (ii) Recalls of qualified Employees shall be based on 1) seniority; and 2) date of placement on the preferred recall list (the last Employee placed on the list shall be the first recalled); and without changing any other rights or duties, when a recall is made, the Board shall send a copy to the Federation of any recall notice sent.
- (iii) An Employee recalled from layoff after September 15th may be notified of displacement for the next academic year at the time s/he is given notice of recall. Under these circumstances, the requirement that such notification be given by September 15th (if applicable) shall not be binding.
- (iv) Upon recall, an Employee shall retain all seniority rights and benefits earned prior to lay-off or displacement and shall immediately begin to accrue additional seniority for all purposes.
- (v) In no event will a private music student be required to change her/his teacher unless it is necessary for the recall of a teacher on the recall list or to prevent displacement of a teacher.
- (vi) An Employee whose time on the recall list has expired shall be placed in a part-time teacher seniority pool with seniority equal to that already earned in that bargaining unit or four (4) units, whichever is greater.

D. Notification of Displacement

Notification of the elimination of the position of an Employee in Rank V or higher shall be in accordance with the procedures of Article VI B, Renewals. Each year the Vice President for Academic Affairs or his/her designee shall meet with representatives of the Federation to identify areas in which future displacement/layoffs are probable.

E. Order of Choice of Placement

Seniority shall be used to determine the order of choice of placement where two (2) or more Employees qualify for two (2) or more positions.

F. Inter-campus Transfers

Except as specified in paragraph B(4) above, an Employee shall not be required to accept transfer from one (1) campus or College facility to another, unless the Employee otherwise would be underloaded.

G. Retention of Rights, Benefits and Seniority

Any Employee transferring or exercising his/her right of displacement shall retain at the receiving campus or facility all accumulated seniority for all purposes and all previously earned rights and benefits.

H. Effective Date of Transfer or Displacement

The filling by transfer and/or by the exercising of the right of displacement by an Employee may be accomplished at any time, but shall be effective only at the beginning of an academic semester. The vacancy or opening shall be filled on a temporary basis during the interim period by the use of part-time Employee(s) or overload assignments.

ARTICLE X COLLEGE CALENDAR

The calendars for the academic years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16 shall be as set forth in Exhibit "B", attached hereto and made a part hereof. This calendar shall include a Study Day in each academic semester.

These calendars reflect the agreement between the Federation and the Board that the College shall close a full week during Spring Break each year; as a result, the calendar has been extended two days. In addition, all full-time Faculty shall participate in one additional in-service day each semester; as a result, one additional day has been added to each semester. This day (Professional Development Day) will occur on a day determined by the College prior to the start of each semester.

Paragraph 5 of the Memorandum of Understanding extending the 1990-95 collective bargaining agreement through August 31, 1997 shall continue in force: The College shall be closed between the Christmas Day holiday and the New Year's Day holiday. Twelve-month Employees will be required to use two days of vacation time or intersession time for the period unless there is mutual agreement between the Employee and the department head to satisfy the two-day (14 hour) obligation by: (1) Working fourteen hours in addition to the Employee's normal work schedule; or (2) Completing a project or assignment which equates to fourteen (14) hours. The requirements of (1) or (2) above must be met between September 1st and August 31st of the appointment year in which the College closing occurred.

At the Main Campus, with the approval of the Department in which the course is offered, the College may offer course sections of different lengths than those set forth in Exhibit "B" on an experimental basis for a period of two (2) regular semesters, after which the Department and the College will conduct an assessment of the experiment based on mutually agreed-upon criteria which shall be established in advance. The Federation will be informed of such experimental offerings before they begin.

The decision to continue course sections of different length after the experimental and assessment periods will be a joint decision made by the Department and the College, and must have the agreement of the Federation, which shall not be withheld or delayed unreasonably.

Pending completion of the assessment, the course section(s) may continue for the subsequent semester.

If, after completion of the assessment, there is no agreement to continue the course sections of different length, such sections will no longer be offered and such sections already listed for subsequent regular semesters will be canceled.

This provision shall not affect the College's rights at locations other than the Main Campus, or previous agreements between the College administration and the Federation on course sections of different lengths.

ARTICLE XI
SALARIES AND OVERLOAD

The salaries to be paid and/or the increases to be granted to Employees during the term of this Agreement or any extension thereof shall be as set forth in Exhibit "C", attached hereto and made a part hereof.

ARTICLE XII
LEAVES

A. Child Care Leaves

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

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

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

An Employee granted such leave of absence provided for herein shall not have such time counted in computing eligibility for tenure and/or for automatic promotion to Assistant Professor.

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.

B. Military Leaves

Any Employee who serves in the Armed Forces or in alternative service approved and authorized by law shall be granted a leave of absence for the period of such service. An Employee so affected will be required to reapply within ninety (90) days after his/her discharge or separation from service, which must be under honorable conditions, or completion of such service. The Employee shall be given the same position or as near to it as possible, with all accrued benefits and increments that would have been attained had s/he been employed in the College during such period, other than credit for tenure.

C. Bereavement

In the event an Employee suffers a death in his/her immediate family, s/ he shall receive a leave of absence with pay for five (5) College working days. "Immediate family" shall be defined as parent, spouse, child, brother or sister. A leave of absence with pay of three (3) College working days shall be granted upon the death of any of the following: mother-in-law, father-in-law, grandparent or a person who is a member of the Employee's household at date of death, including a person who left the household to go to a nursing home or hospital.

D. Jury and Court Appearances

Any Employee scheduled for jury duty or for whom it is otherwise necessary to appear in any court or before any governmental agency, shall be excused from his/her normal duties for such appearance without loss of pay; provided, however, that the Board shall have the right to have such Employee relieved of jury duty or other such appearance in any manner permitted by law.

E. Sabbatical

- (1) After each six (6) years of completed service, an Employee at Rank VI or above shall be entitled to a sabbatical leave with pay. The purpose of sabbatical leave is to provide opportunities to enhance a faculty member's contributions to teaching and learning, to their discipline or department, or to the College.

A sabbatical leave may be taken for any or all of the following reasons:

- (a) Advanced study;
- (b) Educational travel;
- (c) Research and/or publication
- (d) Creative work
- (e) Industry experience.

Applications for such sabbatical leave, including a plan for the sabbatical, are to be made in writing by October 1 of the preceding academic year. The application for the sabbatical leave shall include:

- (a) a statement of objectives and a description of the means by which the objectives are to be met;
- (b) a statement of the relationship between the proposed sabbatical leave activities, the individual's personal growth and development in his/her discipline and/or profession, and the College's mission;
- (c) a timetable for the sabbatical leave activities proposed;
- (d) if appropriate, a list of institutions, programs, and/or courses that will be attended during the sabbatical leave.

Applications must be delivered in person to the Human Resources Office during regular working hours or by certified mail (return receipt requested). The College will furnish

the applicant with a receipt if the application is delivered in person and if delivered by certified mail, return receipt requested, the signed return receipt will be sufficient.

The College shall post the names of those approved for the sabbaticals by October 31.

The College may request a postponement of the leave for up to one (1) year if the absence would unreasonably interfere with a specific College program.

An affirmation in good faith of an intention to return to the College for at least two (2) years following such leave shall be included with the application for the leave; and before any leave is granted under this section, the faculty member shall agree in writing that, in the event s/he fails to return to service at the expiration of such leave and to serve at College for the two (2) year period, s/he shall refund all sums (including fringes) paid him/her or paid on his/her behalf by the Board during such sabbatical leave. The provisions of the foregoing sentence shall be waived in the case of an Employee who elects to retire at age 55 or thereafter, pursuant to a College sponsored retirement Plan (including its early retirement plan) during the period of the sabbatical leave or the subsequent two (2) year period provided above. In any event, upon expiration of a sabbatical, by consent of the Board, the requirement that the Employee on sabbatical leave shall return to the service of the College may also be waived.

At the conclusion of the sabbatical leave, the Employee shall submit a substantive written report of activities and accomplishments as they related to the objectives stated in the original sabbatical plan and how the sabbatical promoted the individual's personal growth and development in his/her discipline and/or profession and the College's mission. The substantive written report shall be submitted to the Human Resources Office and the appropriate Dean within the semester following the faculty member's sabbatical leave. In addition, the Employee shall make a presentation on his/her activities and accomplishments during the sabbatical and their relationship to the College's mission. Such presentation shall be made to the faculty member's Department or to the College community before the end of the academic year following the faculty member's return. Failure to submit the written report or provide the presentation as described above shall be a reasonable basis for the denial of requests for future sabbaticals for individual faculty members.

- (2) (a) During a sabbatical leave, an Employee will receive his/her regular base salary if the leave is for one (1) semester; or one-half (1/2) of his/her regular base salary if the leave is for two (2) semesters. The College may limit the number of paid leaves of absence granted for the 2014-2015, 2015-2016, and 2016-2017 Academic Years to two and a half (2.5%) percent of the "faculty" (all Ranks V through VIII personnel, including Department Heads), except that the number of sabbatical leaves will be increased thereafter to five per cent (5%) of the "faculty" so defined if a joint committee of the College and Federation agree to incorporate in sabbatical application process a consideration of the merit of the sabbatical leave plan or four per cent (4%) if the joint committee fails to agree to

a consideration of merit of the sabbatical leave plan.

- (b) Notwithstanding the foregoing, tenured Employees who have received notice of layoff prior to the application deadline for sabbatical leave may apply for and shall be granted a sabbatical out of sequence for the purpose of retraining provided the President approves in advance the area of retraining and the course(s) of study therein. (The number of such sabbatical leaves which may be taken out of sequence is not to exceed four [4] per academic year). Any such individual who takes a sabbatical leave out of sequence as aforesaid shall be deemed to have applied for the next such leave to which s/he is entitled and shall "pay it back" by relinquishing the next sabbatical leave to which s/he would be entitled (the number the College shall be required to give that year shall be reduced by one (1) per affected individual) and his/her right to subsequent sabbatical leaves shall date from the year of "pay back".
 - (c) During any sabbatical leave, the College shall contribute its usual share of the cost of hospitalization and medical insurance, life insurance, retirement, and other benefits for the period of a sabbatical leave.
- (3) Applications for sabbatical leaves shall be given preference in the following order ("sabbatical seniority"): (1) Length of service at the College since most recent date of hire or most recent sabbatical leave (whichever is shorter); (2) rank; (3) years of service within rank; and (4) date of letter of appointment.
 - (4) For the sabbaticals of twelve (12) month Employees, six (6) months shall be considered the equivalent of a semester; provided, however, that if such Employee is granted a six (6) month sabbatical leave, s/he must arrange it so that s/he will be working at the College all of one (1) full semester of the academic year and provided, further, that his/her contract vacation entitlement will be reduced by fifty (50%) percent.
 - (5) An applicant for sabbatical shall have the opportunity to withdraw his/ her application prior to the official publication of the sabbatical list. At the same time the sabbatical grantees are notified of their awards, Board shall provide Federation with a list of all sabbatical applicants listed in order of greatest sabbatical seniority, in accordance with subparagraph (3) above.
 - (6) An Employee may decline an approved sabbatical prior to February 15 without penalty. A sabbatical leave withdrawn on or after that date shall be considered as taken for the purpose of this Article, except in those instances in which circumstances beyond the control of the applicant preclude the fulfillment of his/her plans. In the event of a withdrawal prior to February 15 or of circumstances as aforesaid which preclude the fulfillment of plans, the applicant(s) with the next highest sabbatical seniority shall be offered the sabbatical leave and such individual(s) shall be given a period of twenty (20) calendar days from the date of written notification to accept or decline (which must be in writing, and failure to accept will be considered a declination). In no event will College be required to offer a sabbatical leave to anyone after May 31; and in the event an available sabbatical leave is not actually taken in any year, it shall be added to the pool

of available sabbaticals in the following year. In the event an Employee does not take an awarded sabbatical because of circumstances as aforesaid which preclude the fulfillment of plans, but, nevertheless, is able and available to fulfill his/her regular duties at the College, the College shall, where possible and practical, permit him/ her to fulfill those duties provided this can be done on a full load basis. If it is not so possible and/or practical, the Board shall have the right, after consultation with the individual, to assign that individual to other professional College duties.

- (7) Board shall immediately notify Federation of any declination of a sabbatical and of any acceptance of a sabbatical on a substituted basis.

F. Professional Leaves and Absences

- (1) Paid leaves of absence to attend professional meetings shall be granted to faculty members, provided that such faculty members make arrangements for their classes and such arrangements are approved by the Department Head. For the purposes of this Section "F", the term "professional meetings" shall include mini-courses.
- (2) In the event that the faculty member is an officer in a national professional organization holding the meeting, or is a speaker on the program, Board shall pay all expenses, including transportation, registration, lodging, meals, tips and phone calls. Such payment shall be dispensed from the amount specified in paragraph (4) below.
- (3) All Employees in the unit are eligible to attend one (1) professional meeting per year (including mini-courses), with reimbursement; provided, however, that in no event shall the budgetary limitations in this area be exceeded; and further provided that each said Employee agrees to be identified on his/her meeting badge and, if a participant, in the program of the professional meeting as being affiliated with Community College of Philadelphia. Those eligible Employees who attend professional meetings in accordance with the foregoing, shall receive reimbursement for one (1) round trip fare by the most convenient and economical mode of transportation, and for the registration fee. They also shall receive such other expenses as are determined by the Committee specified in paragraph (5) below.
- (4) The budget allocation for the expenses specified in paragraphs (2) and (3) above shall be \$105,000. This budget will be for the exclusive use of members of this bargaining unit and of Department Heads, and money not used in any academic year shall be added to the following year's travel fund.
- (5) This allocation shall be divided among the several divisions and the counseling staff on the basis of one (1) equal share per Employee member of those eligible to travel. Subject to the provisions of sub-section (3) above (that the budgetary limitations shall not be exceeded), each division shall then have a fraction of the total allocation proportional to the number of eligible Employees in that division; provided, however, that no division shall receive, in the initial allocation, less than ten Employee shares or \$1000, whichever is more. The Employees of each division shall elect, each September, a Travel Fund

Committee comprised of Employees from each department of their division. The President shall appoint an ex officio member of each such committee whose function shall be to verify the expenditures made by each Employee and to sign all vouchers pertaining to reimbursement therefor. The committee for each division shall establish, subject to the approval of the Employees within their division, criteria for the disbursement of the division's portion of the travel fund.

- (6) Employees who seek reimbursement for travel during the academic year shall make application to the division Travel Fund Committee by November 1st, and the Committee shall announce the schedule of disbursements for travel by November 15th; so long as division funds last, no such reimbursement shall be for less than \$150. By December 1st, money not assigned by November 15th shall be reassigned on the same proportional basis to divisions who have not had enough funds allotted to them to meet the requests for that year. Funds remaining at that point shall be pooled in a common, College-wide fund, the amount of which shall be published. Employees may apply to their committee for reimbursement from this fund on a "first come, first served" basis for attendance at professional meetings.

G. Leaves for Service to Federation or Professional Organizations

Any Employee who is elected or appointed to a full-time position with Federation, its affiliated organizations or any other national professional organization, will, upon written application submitted not less than thirty (30) days prior to the start of a semester, be granted a leave of absence without pay for the purpose of serving in such position.

An Employee granted such leave of absence shall not have such time counted in computing eligibility for tenure.

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 with all accrued benefits and increments that would have been earned had s/he been in regular service.

Employees on such leaves of absence shall, if possible, be permitted to continue their contributions for insurance and other benefits as well as those of the Board. Board shall make no contributions on their behalf.

H. Miscellaneous Unpaid Leaves of Absence

- (1) Unless there is a reasonable basis for denial, the Vice President for Academic Affairs shall, upon recommendation of the Dean and the Department Head, recommend an unpaid leave of absence for one (1) or two (2) semesters, which may be renewed for up to two (2) additional consecutive semesters, if authorized by the Department Head, Dean, and the Vice President for Academic Affairs (the Vice President for Student Affairs, in the case of Counselors). Only those Employees who have been employed for at least three (3) consecutive years shall be eligible for such leaves; provided, however, the Board may, at its discretion, grant such unpaid leaves of absence to an Employee who has been employed for less than three (3) consecutive years. In the event the Vice President for Academic Affairs rejects a favorable

recommendation of the Department Head and of the Dean, the Vice President for Academic Affairs shall meet with the applicant to explain his/her reason for the rejection.

Such unpaid leaves may be granted for the following reasons:

- (a) Participation in an exchange program at another College;
- (b) Participation in a cultural or professional program related to the Employee's professional responsibilities;
- (c) Advanced study; and
- (d) Family emergency.

The Board may extend such leave beyond the four (4) semester limit if it so desires.

- (2) Any Employee who has been employed for at least three (3) consecutive years and who is elected or appointed to a full-time position as a public official or to a full-time position with a non-profit community organization, whether local, state or national, shall also be granted a leave of absence without pay for the purpose of serving in such a position, for the term of such service. The Board may, at its discretion, grant such unpaid leave of absence to an Employee who has been employed for less than three (3) consecutive years.
- (3) Upon return from any such unpaid leave of absence, an Employee shall be placed on his/her prior assignment or as close thereto as possible with all accrued benefits and increments to which s/he would have been entitled had s/he been in the regular service of College, but shall not accrue any credits for tenure.

I. Continued Contributions for Benefits

- (1) Employees on any such unpaid leave 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.
- (2) With respect to unpaid leaves, the benefits which the Employee will be permitted to continue, if possible, shall be:
 - (a) TIAA/CREF and/or other Retirement Contributions
 - (b) Personal Choice 15/20 Plan and/or the HMO option.
 - (c) Drug Plan
 - (d) Dental Plan
 - (e) Life Insurance and Long Term Disability, only for up to twenty-four (24) months and only if the leave is for:
 - (i) Full-time study for an advanced degree; or
 - (ii) For active work in the field of education; or
 - (iii) For a formal research grant.

ARTICLE XIII
INSURANCE, RETIREMENT AND DISABILITY BENEFITS

A. Medical, Life, and Liability Insurance and Retirement

The following benefits shall be maintained for all members of the bargaining unit, except those Employees on unpaid leaves or on layoff status. (In all cases, benefits, conditions and cost containment features then in effect shall continue from and after August 31, 1997, except as otherwise mutually agreed.)

(1) Medical Surgical Coverage effective September 1, 2013⁷

- (a) Independence Blue Cross Personal Choice PC Flex PPO Plan with \$10 Primary Care office visit, \$40 specialist office visit; with in-network deductible of \$300/individual, \$900/family, out of network deductible of \$500/individual, \$1500/family, "usual, customary, and reasonable fees"; and with lifetime maximum In Network and Out of Network, Unlimited; to include psychiatric services:

OUTPATIENT

Mental Health:

In Network: visits 1-50, \$20 co-pay;

Out of Network: 80% of charges after deductible up to \$80 maximum per visit; (the same as had been supplied by Blue Cross/Blue Shield/Major Medical Indemnity Plan);

Serious Mental Illness

In Network visits: 60 days/calendar year, combined in/out of network; \$20 copay;

Out of Network visits: 60 days/calendar year, combined in/out of network; 80% of charges after deductible up to \$80 max per visit.

INPATIENT

30 days/calendar year combination in/out of network

Mental Health

In Network: 100%

Out of Network: 80% after deductible up to 30 days/calendar year

Serious Mental Illness

In Network: 100%

⁷ As and to the extent required by law, the Board shall retain all Employees age 65 and over in the coverage described in XIII.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."

Out of Network: 80% after deductible

The Pap Smear Rider and Psychological Out-of-State Rider shall be included as part of the coverage, as provided by the carrier; provided, however, that 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 services, in accordance with the requirements of the carrier. Consistent with Independence Blue Cross requirements, maternity coverage shall include all females, including dependent children.

(b) The HMO option and the cost sharing in connection therewith which has heretofore been in effect shall continue for the term of this Agreement. The Independence Blue Cross Keystone option is offered with \$10 Primary Care office visit, \$25 specialist office visit; with deductible of \$300/individual, \$900/family, "usual, customary, and reasonable fees"; and with lifetime maximum In Network and Out of Network, Unlimited; to include psychiatric services.

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

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

<u>Prescription Co-pays</u>	Generic:	Brand name formulary:	Brand name non- formulary:	Biotech:
<u>Effective:</u>				
Sept. 1, 2012	\$5	\$20	\$35	\$75
Sept. 1, 2014	\$5	\$25	\$45	\$75

Effective September 1, 2002, the Board shall offer a mail order and/or generic drug 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.

(3) Dependent Coverage

The Board shall continue to pay the full cost for dependent coverage, as applicable, on all Independence Blue Cross and Drug Plans. Full-time students up to age 26 shall be included as "dependents" (in accordance with Federal law). For purposes of this Article XIII, the term "dependent" shall include spousal equivalents, as that term is defined in Article IV.C, above.

(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.

Presently, the dental coverage supplied by Delta Dental includes:

Dental Treatment Costs

<u>Dental Services</u>	<u>Paid by Delta</u>	<u>Paid by</u>
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) Medical Insurance for Retirees

Subject to the specific provisions of Article XIII. A (10), below, the retiree shall be entitled to coverage (including dependent coverage) of all medical, dental, and prescription drug insurance that is available to regular full-time faculty through the last day of the appointment year in which an Employee attains age 65. Retirees may retain Blue Cross 65-Special, Blue Shield 65-Special, and Major Medical. Thereafter, 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 Personal Choice Medical coverage (or equivalent). Once the retired Employee elects such additional coverage as herein provided, the cost of the additional coverage beyond Medicare is to be shared equally by the retiree and the Board. The cost of Medicare (Employee and spouse), if any, shall be paid by the College. 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.

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 at least ten (10) years of full-time service at the College. Beginning with the 2014-2015 Academic year, in order to be eligible for postretirement health benefits, an Employee must meet the following requirements: retire from the College at the end of the academic year which 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 of the College equal at least seventy-seven (77).

(6) Medical Insurance for Displaced Employees

The Board and the Federation agree that the Board shall pay one half the premium for six months of Employee-only Personal Choice Medical coverage (or equivalent) for each academic semester or six month period that a laid-off Employee teaches or works as a part-time Employee at the College. The term "laid off Employee" shall include Employees on the recall list. For each Summer Session, the Board shall pay half the premium for three months of Personal Choice coverage (or equivalent) to such Employee.

(7) The Board shall make available medical and dependent care reimbursement flexible spending accounts for Employees employed for (1) year or more at the College. To the extent permitted by law, payments for long-term care may be made through flexible spending accounts.

(8) 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 1, 2, 4 and 5 above shall be continued at the Board's expense for a period of ninety (90) days following such death.

(9) Group Life Insurance

Each Employee shall continue to be covered for life insurance to the extent of two (2) times base salary or \$40,000, whichever is greater; and such insurance shall be consistent with TIAA requirements and shall include double indemnity. The Employee shall be permitted, upon written request to Human Resources, to limit the extent of life insurance coverage to \$50,000.

(10) Retirement Benefits

(a) The Board shall continue to contribute an amount equal to ten (10%) percent of the Employee's base salary to TIAA-CREF for all members of the bargaining unit provided the Employee contributes an amount equal to at least five (5%) percent of his/her base salary. Subject to sub-paragraph (b), below, in the event an Employee elects not to so participate, the Board shall not be required to continue its contribution for that Employee.

(b) (i) 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 30 or after two (2) 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 the end of the semester 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.

(ii) a. The Board shall permit cashability of all money contributed in an Employee's name to any Board-authorized retirement program, regardless of whether this money was contributed by the Employee or the Board, provided that 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 most recent Plan Amendment pertaining to cashability. Cashability shall in all respects be subject to the applicable rules of TIAA-CREF or other applicable Board-authorized retirement program.

b. Further, the Board shall offer the CREF transferability option in such manner as it and the Federation deem 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.

(c) In addition to the retirement plan described in (a) and (b) 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.

(d) In the event of the death of a retiree who has dependent medical coverage (Independence Blue Cross/Blue Shield/Major Medical/ /Drug and dental), such coverage will continue with respect to eligible dependent(s) for ninety (90) days following death.

(e) Emeritus status: Employees who retire (including early retirement) will be granted emeritus status which shall include the following perquisites upon request: College I.D. Card, library privileges, use of gym, mailbox, the right to maintain a College email address and Internet access, and the right to participate in commencement and academic processions. A retired Employee who wishes to teach part-time will be placed in a part-time teachers' seniority pool with four (4) units of seniority or the number of units, if any, earned by the Employee in the PT/VL bargaining unit, whichever is greater.

(11) Early Retirement

(a) Retirement Incentive

(i) Beginning September 1, 2014, 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 (80) shall, during the first three academic years (September 1 through August 31) s/he first becomes eligible and at no other time, be permitted to apply for and receive a retirement incentive as described below. In addition, through August 31, 2014, Employees may elect this incentive at age 62 with at least (15) years of full-time service.

- (ii) All Employees shall be notified of their eligibility for the retirement incentive at the beginning of each academic year during which they are eligible. There shall be a three-year eligibility period during which Employees may elect this incentive. Academic year Employees may retire on 8/31 or 12/31; calendar year Employees may retire at any time, 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 academic year before which they plan to retire. To apply, an Employee must send a letter to the Department Head, 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 following September 1 or January 1 for academic year faculty; provided, however, that the President may, at his/her discretion, permit the Employee to rescind this agreement because of changed circumstances.
- (iii) The College may request a postponement of an Employee's retirement under the terms of this Section XIII. A (11) (c) for up to one (1) year if the retirement would unreasonably interfere with a specific College program.
- (iv) 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 full-time seniority based on service in the five categories listed in (1), above.

(v) 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.

(vi) The retirement incentive shall be as follows:

<u>Years of Service</u>	<u>Percent of One (1) Year's Salary</u>
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25 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; in addition, for those on the Pre-Retirement Workload Option, the full-time equivalent salary shall be used.

(vii) 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. As an alternative, an Employee may choose to have the incentive paid in two (2) installments over two (2) years. Employees who would normally have received payment of the incentive during a particular academic year may, at their option, choose to have payments deferred for one year.

(b) Benefits

In addition to the medical benefits described in Article XIII,A.(5) and the tuition remission benefit described in Article XIV,A. 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 contract 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 appointment year.

(c) Notification

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

- (12) Liability: Board shall maintain coverage to insure Employees against liability claims or suits in connection with their responsibilities to the College or at the College. Such insurance shall include coverage against libel and slander claims. All such liability coverage shall be in an amount no less than one million (\$1,000,000) dollars per incident.

B. Disability and Personal Illness

- (1) The Board shall continue the full salary of each Employee during a short disability or personal illness from the first day of the disability or illness, for a period not to exceed twenty-six (26) weeks.
- (2) (a) With respect to 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 execution of this Agreement.
- (b) The Board shall continue to provide TIAACREF's regularly offered "narrow" (dual) definition of disability and shall continue to provide the existing "pregnancy" rider. While an Employee is on L.T.D., the Board shall continue to pay, as applicable, Personal Choice, Drugs and Dental (either the Board or the applicable insurance carrier, pursuant to the waiver of premium, pay life insurance, L.T.D. and Retirement). The time on L.T.D. is credited for forgivable loan purposes. Employees are to notify Social Security of their disabilities.
- (c) The Board shall continue to pay, as applicable, Personal Choice, Drugs and Dental to all Employees whom the Board considers disabled, regardless of whether TIAA or Social Security considers them disabled, for as long as such Employees are in the employ of the College. This time also shall be credited for forgivable loan purposes.

C. Explanatory Booklets

Each Employee shall receive a booklet delineating all fringe benefits provided for in this Agreement. The language of the booklet shall be discussed with the Federation before being finalized. The

booklet shall be revised as necessary and distributed to each Employee no later than two (2) months following the date of execution of this Agreement.

D. 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.

ARTICLE XIV
TUITION REMISSION AND FORGIVABLE LOANS

A. Employees shall be entitled to full remission of tuition and general fees for academic work taken by themselves at the College. Spouses and children who satisfy the regularly applied admissions standards of the College shall also be entitled to full remission of tuition and general fees. The foregoing shall be equally applicable to retired Employees, their spouses, and children. In addition, all of the above (in this subparagraph "A") shall continue for five (5) years following an active Employee's death.

B. For Employees taking academic work at other institutions (including mini- courses with the approval of the President or his/her designee) the following shall apply:

(1) Part-Time Academic Study

(a) An Employee who, with prior notification to the Department Head, pursues academic study in an accredited institution on a part-time basis while working at the College may borrow from the Board annually a sum not to exceed fifty percent (50%) of the tuition paid to that institution during the course of the year, providing that a limit of \$15,000 shall be imposed on such loan as a revolving account over a period of years.

(b) Such Employee who continues in the service of the College after benefiting from this loan program will not be charged interest, and the loan will be forgiven at the rate of fifty percent (50%) at the end of the year following that in which the loan was granted, and the remaining fifty percent (50%) at the end of the third year. The sum borrowed during any succeeding year will be similarly forgiven after the second and third following years.

(2) Full-Time Graduate Study

(a) An Employee who has been granted a full-time leave of absence to enroll as a graduate student in an accredited educational institution will, with prior notification to the Department Head, be eligible to borrow from the Board up to \$10,000 per year to a limit of \$30,000

(b) Such Employee, returning to the College after the leave for graduate studies, will not be required to pay interest, and the loan will be forgiven at the following

rate: twenty-five percent (25%) at the end of the first academic year after the leave, and twenty-five percent (25%) at the end of each of the three following academic years.

(3) Special Provision for Layoffs

In the event an Employee is laid off, the Employee need not take a leave of absence and the amounts which s/he is eligible to borrow (if otherwise qualified in accordance with the provisions of this Agreement) pursuant to subparagraphs (1) and/or (2) above shall be increased by fifty percent (50%) for studies pursued during such period of lay-off.

- (4) If the requirements of either (1) or (2), above are met, the recommendation of a loan shall be the responsibility of the Vice President for Academic Affairs. Also in either case, the study to be undertaken (including mini- courses) shall be either in a subject area related to the Employee's discipline or to his/her teaching assignment or prospective teaching assignment at the College.

(a) Repayment in Case of Separation from College

In the event that an Employee who has borrowed for part-time academic study or an Employee who has borrowed for full-time graduate study leaves the employ of the College voluntarily or is terminated for cause before complete forgiveness of his/her indebtedness, the unpaid balance shall be repaid by him/her, with interest from the date of separation at the rate of twelve percent (12%) per annum, provided that payments shall be scheduled so that principal and interest will be repaid within four (4) years from the date of separation.

- (b) Anything herein to the contrary notwithstanding, there shall be no duty to repay loans during periods of long-term disability (recognizing that time on L.T.D. is credited for forgivable loan purposes) and/or layoff; but upon the Employee's returning to work following lay-off, the regular schedule for forgiving loans shall recommence. If an Employee is offered recall but refuses, said Employee will be conclusively presumed to have left the employ of the College voluntarily and shall be obligated to repay any loan balance in accordance with the provisions of sub-paragraph (a), above. If an Employee is laid-off and is not recalled within the period during which s/he has "preferred recall" rights in accordance with the provisions of Section C(2)(e) of Article IX, such Employee shall be deemed not to have left the employ of the College voluntarily and therefore, in accordance with the provision of this Article XIV, shall be forgiven all indebtedness incurred pursuant to this Article XIV.

ARTICLE XV
ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY RIGHTS

A. Academic Freedom

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

Board subscribes to the following statement on Academic Freedom:

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

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

B. Intellectual Property Rights

(1) Materials Developed on Own Time

Instructional materials developed by faculty members on their own time without use of College materials or facilities are the property of faculty members. No restrictions on their usage will be set by the College with the understanding that faculty members will profit on sales at the College only in cases where the instructional materials are departmentally approved.

(2) Materials Developed on an Extended or Released Time Basis, but not as a Part of Staff Member's Regular Assignment

The faculty developer may copyright any materials which are developed as part of an Extended or Released Time project. If the material is marketed commercially or is under contract with a commercial publisher or

manufacturer, it is understood: that the faculty developer shall reimburse Community College of Philadelphia for that portion of the compensation s/he has received for Extended Time or Released Time given to facilitate the production of the materials plus any other costs, e.g., staff and supply expenses incurred in their production; and that any faculty member, department or program connected with Community College of Philadelphia may, in perpetuity, make internal free use (or at publisher cost where internal copying is not feasible) of such materials in the instruction of students officially enrolled in the College.

In order to protect against the use of obsolete material, the Faculty developer shall have the right to review and/or update material of which the College has internal free use. The College shall agree to use the updated material.

Step 4 of grievances filed under this section (2) shall be processed as described in Article XXII with the following exception: a commercial arbitrator expert in copyright law and practice shall be chosen by the parties, in a manner consistent with the normal practice of the American Arbitration Association, unless the parties agree that a labor arbitrator is more appropriate.

(3) Materials Developed as a Primary or Sole Purpose of Employment

When the College's employee is hired or assigned specifically to develop instructional or course materials, then the rights to such materials belong exclusively to the College, including the right to copyright and/or sell the materials for profit.

The College shall have the right to come to agreements with Employees concerning the rights belonging exclusively to it under the terms of this section (3). If any such agreements are proposed, the Federation shall have the right to review them before they are concluded.

The Federation shall file no grievance with respect to this section (3). Faculty members, however, shall have the right to file such grievances. Step 4 of grievances filed under this section (3) shall be processed as described in Article XXII with the following exception: a commercial arbitrator expert in copyright law and practice shall be chosen by the parties, in a manner consistent with the normal practice of the American Arbitration Association, unless the parties agree that a labor arbitrator is more appropriate.

**ARTICLE XVI
WORKING CONDITIONS**

- A. (1) Within its capabilities, the Board will provide faculty office space for all full-time teaching Employees, and will provide secretarial assistance, telephones, office equipment, machinery and reasonable technical training and support on College-provided technology to enable

Employees to fulfill their professional assignments and duties. Each Employee shall be provided, within the Board's capabilities but in any case before the expiration of this Agreement, with a separate telephone line and equipment set for use in his or her office. Faculty office space constructed or re-configured in the future shall consist of at least a completely enclosed space with a locking door. A Department may request that its offices not be so configured.

- (2) No teacher shall teach a class in which each student is not provided with a seat and writing and/or working space. Each lecture classroom shall be equipped with a lectern or teacher's table and a blackboard.
 - (3) Board shall provide mail and copy center services including daily delivery of copy center materials.
 - (4) 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. In this regard, please see Exhibit "F," attached hereto and made a part hereof. The Federation's proposal for an environmental study will be an agenda item of the Health and Safety Committee.
- B. At least thirty (30) days prior to the beginning of the Fall and Spring semesters, the Department Head shall inform the faculty member in writing what courses s/he may be teaching in the respective terms. Each teacher shall be given the opportunity, before tentative schedules are prepared, to specify his/her preferences as to his/her teaching schedules for the next semester. Any changes in course assignments made in the event of any emergency shall be done by the Department Head in consultation and with the consent of the faculty member who shall be so consulted as early as possible. The consent specified above shall not be arbitrarily or capriciously withheld.
- C. The teaching schedule of each teacher shall be available at least one week prior to the beginning of classes. The above does not refer to overload courses. In an emergency situation, any adjustment in this schedule shall be made only with the consent of the faculty member involved. The consent specified above shall not be arbitrarily or capriciously withheld.
- D. Whenever possible and practicable schedules of teachers shall allow time for educational and subject matter research.
- E. A teacher holding appointments to more than one (1) subject or discipline, shall be assigned to one (1) Department for administrative purposes, but also shall be expected to teach in those departments appropriate to the appointment. However, the majority of his/her teaching shall normally be in the department to which s/he is administratively assigned. A teacher not holding a joint or dual appointment shall not be required to teach in disciplines other than the disciplines to which s/he is appointed unless s/he, his/her Department Head and the receiving department agree to the assignment.

An Employee who is deemed qualified to work in a Department other than the Department to which s/he is assigned shall be scheduled in a secondary Department only after Employees who are assigned to that secondary Department have been scheduled. Such Employee shall have priority in scheduling for in- load courses over part-time faculty. The existing provisions on determining

qualifications shall apply. The existing approvals required before an Employee may work in another Department, referenced in XVI. E., shall continue in force. The deadline for FT faculty to request these assignments will be the same as PT/ VL availability deadlines.

- F. An Employee shall not be required as a condition of employment to work at more than one campus or College facility, unless s/he agrees to do so, or unless the nature of the program in which s/he is employed so requires, or unless the Employee otherwise would be under-loaded. An Employee who would otherwise be under-loaded, so that the provisions of either Article IX, F or this Article XVI, F could be applied, shall be granted the option of accepting a transfer, pursuant to Article IX, F, or of working on not more than two (2) campuses or College facilities, pursuant to this section.

Normally an Employee will be expected to teach on only one (1) campus or College facility on a single day.

When, to avoid an underload, it is necessary for an Employee to teach at two (2) campuses or facilities or when it is necessary for an Employee to travel between campuses or facilities on official College business on a single day, classes and arrangements will be scheduled so as to permit reasonable travel time. The travel shall be by the mode of transportation which is most efficient and appropriate under the circumstances, consistent with time, cost, and convenience. Reimbursement shall be in accordance with the Board's published policies.

- G. The Dean shall meet with a Committee elected annually by the department. Together they will consider the candidate or candidates for the Department Head position, and will agree upon one name to recommend to the Vice President for Academic Affairs for approval as Department Head.

The Vice President for Academic Affairs will appoint a Department Head for a period of two (2) years and will not capriciously or arbitrarily withhold approval of the person whose name has been submitted jointly by the Dean and the Department Committee. A Department Head may be recalled at any time during his/her two (2) year term upon the vote of two-thirds of the Employees in the Department, in which case the normal appointing procedures shall begin anew. Nothing herein shall preclude the re-election of an incumbent Department Head for subsequent two (2) year term(s). The Board may remove a Department Head from his/her position as Department Head during his/her term for consistent non-compliance with his/her obligations as Department Head.

The method of election to the Department Committee shall be at the discretion of the individual department.

The choice of a candidate for the position of Department Head will reflect an analysis of the department's professional, academic and administrative needs for the ensuing year.

In the event that the Vice President for Academic Affairs should refuse to approve the jointly agreed upon candidate, the selection process will begin again.

Department Heads shall be appointed by the end of the Fall semester, the appointments to take effect January 1st.

H. Curriculum Coordinators and Program Supervisors

(1) Curriculum Coordinators

The following are current curricula with appointed Coordinators:

- Automotive Technology
- Behavioral Health/Human Services Clinical Laboratory Technology
- Communication Studies
- Culture, Science and Technology Dental Hygiene
- Diagnostic Medical Imaging
- Education
- Culinary Arts and Hospitality
- Management
- American Sign Language/English Interpreting
- Justice
- Liberal Arts
- Paralegal Studies
- Respiratory Care Technology

Either the College or the Federation may convene a meeting of the appropriate Department Head and a Federation representative to make a recommendation to the Vice President for Academic Affairs for the addition of new curricula to the list of curricula which have Curriculum Coordinators. When the Vice President for Academic Affairs designates an addition to the list, the Coordinator shall be entitled to the compensation described below. In such cases in which a Department Head takes on the role of a Coordinator of a curriculum added to the list by the Vice President for Academic Affairs, the compensation shall be in addition to any emoluments to which the Department Head is entitled.

The College shall not be required to designate a Curriculum Coordinator where a program has been designated a department, has been eliminated, or the nature of the duties performed by the Curriculum Coordinator have become substantially reduced.

Every year, appointments to the position of Curriculum Coordinator shall be confirmed in writing.

The list of Curriculum Coordinators' roles and responsibilities agreed to by the Committee convened in accordance with paragraph 27 of the Letter of Agreement appended to this agreement will be rewritten in a format similar to that of the 1971 document "Department Head Duties and Responsibilities." Curriculum Coordinators will have a minimum released time equal to twenty-five percent (25%) of their normal teaching load for both fall and spring semesters.

Curriculum Coordinators will have a minimum one and a half (1.5) hours of extended time each summer term. Curriculum Coordinators shall receive a minimum of an additional one (1) hour of extended time in each summer term in which courses designed by program faculty and specifically for a curriculum are offered.

Additional released time and/or extended time in the fall and spring and/or additional extended time in either summer term may be granted as the magnitude of Curriculum

- Coordinator responsibilities warrant. Such circumstances may include, but will not be limited to, any of the following: recruitment, interviewing, selection and testing of students; duties relating to planning for and/or management of facilities and/or specialized equipment; curriculum or course development; significant program expansion; external program requirements; preparation of an academic audit or self-study/application (or reapplication) for approval/accreditation; preparation for and coordination of a site visit; institutional research. Such additional released and/or extended time shall be recommended by Department Heads and Division Deans and approved by the Vice President for Academic Affairs. Normally, such requests will be submitted to the Dean by December 1 for the following academic year. In any event, a Curriculum Coordinator's released time for coordination of the curriculum will not exceed fifty percent (50%) of the normal teaching load in any given semester. Extended time may be substituted for released time when circumstances warrant and the Curriculum Coordinator consents. A Curriculum Coordinator whose request for additional released and/or extended time is denied may appeal such decision to the Vice President for Academic Affairs whose decision will be final.

(2) Program Supervisors

Either the College or the Federation may convene a joint committee to define the Program Supervisor Position including the role, duties, title and responsibilities of that position. The joint committee will issue its report no later than May 31, 2014. Until such Joint Committee issues its report, the following curricula shall have a Program Supervisor on an interim basis: Applied Studies, Architecture and Interior Design, Business, Computer Forensics, Computer Science, Engineering Science, Fire Science, Geographic Information Systems (GIS), International Studies, Leadership Studies, Liberal Arts - Honors Option, Liberal Arts- Humanities Option, Mathematics, Women's Studies/Gender Studies, Youth Work. While serving in such interim capacity, the Program Supervisor (who is not a department head) shall receive a minimum of one credit of extended time for each fall and spring semester.

- I. The language of the forms used to carry out the provisions of this Agreement shall be subject to review by Federation so that the language of such forms shall conform to this Agreement.
- J. (1) Teachers within a department shall be responsible for course objectives; course design; additions, deletions and other changes within courses; and shall approve such prior to transmission by the Department Head to the Vice President for Academic Affairs by way of the Dean.
- (2) In cases where jurisdiction over course responsibility is questioned, the several department faculties concerned shall, through their Department Heads, arrange a joint meeting with the respective Deans concerned. If at that meeting there is a failure to resolve the differences, the matter shall be referred to the Vice President for Academic Affairs for his/her assignment of the course to the appropriate department.
- (3) Suggestions for new courses or for changes to curricula may originate from any source. Recommendations for additions or deletions of courses and for changes within curricula shall first be made by the Teachers and Department Heads within the concerned departments and shall be subject to the approval of the appropriate Deans and of the Vice President for

Academic Affairs.

- (4) Criteria for additions or deletions of courses and for changes within particular curricula shall be jointly established by appropriate departments and appropriate Deans subject to the approval of the Vice President for Academic Affairs.
 - (5) Teachers within each department shall be responsible for examining and reviewing each course and curriculum within its jurisdiction not less than once every two (2) years. Such review and examination shall be made with a view toward improving and updating courses and curricula and avoiding proliferation.
 - (6) The choice of instructional materials, course syllabi, and instructional techniques shall be made by the instructor(s) teaching a course. In the case of multi-section courses, those teachers involved shall meet periodically and review all instructional matters which would lead to the accomplishment of common course and curriculum objectives.
 - (7) In no case shall a teacher abrogate the approved course objectives.
 - (8) The above provisions except for Section (2) thereof, shall, with respect to their areas, apply, as applicable, to Employees not in departments.
- K. Courses shall not be cancelled without prior consultation with the Department Head or, if s/he is not available, with the Dean.
- L. (1) Following three (3) consecutive absences covered by collegial cooperation, it shall be the responsibility of the Department Head to arrange with the Dean for coverage of ensuing absences. If faculty members are utilized to cover the ensuing absences, overload rates shall be paid. A faculty member may not be required to substitute; provided, however, that faculty members in the same discipline who are underloaded may be required to substitute to the extent of a full load and without overload pay.
- (2) A faculty member must obtain Department Head approval for any planned absence and such approval shall not be arbitrarily or capriciously withheld.
- M. The Board shall reimburse a faculty member for all expenses incurred on authorized field trips conducted for his/her classes.
- N. Employees who serve on the Institution-Wide Committee or any of the Standing Committees shall, where practicable, have their schedules arranged so as to allow them to attend the meetings of such Committee(s).
- O. Removal of Disruptive Students
- With the approval of the Vice President for Student Affairs, an Employee may require any disruptive student in his/her class to withdraw from that class permanently; provided, however, that this provision shall be subject in all respects to the rights of each such student to appeal in accordance with procedures established by the Board or by law. In the event of an emergency, it is understood that an Employee will cope with that emergency in such reasonable manner as s/ he deems appropriate.

ARTICLE XVII
ADDITIONAL CAMPUSES

A. Anything herein to the contrary notwithstanding, the Board maintains the sole and exclusive right and responsibility for establishing all aspects of any additional campuses; provided, however, that this authority shall be exercised in the following manner:

- (1) In the event a new facility or a program, policy, or procedure concerned with that facility is under active consideration by the administration but before a decision with respect thereto is made by the Board, the President shall convene an ad-hoc committee composed of an equal number of Administrators appointed by the President and of Employees appointed by Federation to meet first with the President and his/her representatives, and then if necessary with members of the Board to assist in the planning of the educational programs, policies and procedures, including preliminary planning as to design and modification of physical facilities, relative to educational functions.

After the final decision as to the nature of the programs, policies, and/or procedures to be established at the new facility has been made by the Board, the ad-hoc committee shall, if necessary, be augmented by each constituency making such additional appointments thereto as are necessary to assure membership thereon of individuals who have knowledge and/or expertise of such programs, policies, and/or procedures, and, as well, of any other unique aspect or function contemplated at the new facility.

Anything herein to the contrary notwithstanding, decisions involving the procurement of physical facilities shall involve the Federation to the extent possible.

- (2) Preliminary and final decisions as to any ratio between new Employees and Employees who may wish to transfer to any new facility shall be made by the Board following prior discussion with the Federation.

B. Should either party feel that a local supplement is desirable for any additional campuses, negotiations for such supplement shall begin no later than twenty (20) calendar days after the request is made in writing. Pending the conclusion of such negotiations the terms of this Agreement shall be fully binding at such additional campuses. When ratified by both parties, any such local supplement shall be considered an appendix hereto and a part hereof.

ARTICLE XVIII
SPECIAL PROGRAMS

A. Developmental Education

- (1) The Board and the Federation acknowledge a mandate to provide inter-departmental developmental education services and will cooperate in the continuation and improvement of such services. Within the program now operative, the coordinator, teachers teaching and counselors in the program selected from their respective departments shall collectively

recommend and/or consider proposals for additions or deletions of courses, supportive services and criteria for admissions to the program; and they shall provide the recommendations to the Vice President for Academic Affairs.

- (2) A teacher who teaches one (1) or more courses in a Developmental Program shall be evaluated by his/her Department Head in accordance with established departmental and college-wide evaluation criteria. However, the Department Head shall specifically take note of and comment on an additional written evaluation of the teacher's performance in developmental courses submitted by the coordinator of the Developmental Program.

The additional written evaluations shall be made in accordance with criteria and methods drawn up by the coordinator and teachers of the Developmental Program. The teacher shall be given a copy of the written evaluation by the Department Head and shall be given the opportunity to reply to it in writing.

B. Curriculum Advisement

Recognizing the critical value and importance of an adequate curriculum advisement procedure in a community college, the Board and Federation agree to:

- (1) Maintain the present selective advisement approach as experimental in status;
 - (2) Participate in a continuing study of methodological options to the present curriculum advisement procedure, implementing experimentally where feasible those options mutually agreed upon as professionally valid;
 - (3) (a) Board shall appoint a qualified individual to direct curriculum advising as his/her major responsibility;
 - (b) Those selected by the individual directing curriculum advising from among the faculty who have volunteered with the knowledge and consent of their Department Heads and Deans shall be appointed as Curriculum Advisors. No faculty member may be required to serve as a Curriculum Advisor, but any faculty member may request curriculum advising as a one (1) course equivalent. Six (6) hours per week of advising shall be scheduled in cooperation with the Coordinator of Advising. This means that the number of hours of advising to be scheduled per week shall not exceed six (6) unless there is mutual agreement by the advisor and the Coordinator of Advising.
 - (c) Curriculum Advisors shall have assigned to them only those clerical and record-keeping responsibilities absolutely essential to fulfilling the advisement task itself. Such assigned responsibilities shall not include participation in the clerical mechanics of registration or pre-registration; provided, however, that advisors may be required to participate in non-teaching activities expected of all other teachers, but advising duties shall have priority.
- (4) Until changed by mutual agreement, the Joint Curriculum Advising Committee

Report dated December, 1998 shall govern the Curriculum Advising Process (see Exhibit "D").

C. Institutional Research

The Board shall maintain an institutional research office.

ARTICLE XIX
PERSONNEL RECORDS

- A. Individual personnel files shall be confidential but an Employee shall have the right to insert in his/her file reasonable supplemental material and written responses to any items in his/her file. S/he may review his/her own personnel file during regular office hours and upon reasonable notice. Evaluative material or any material derogatory toward his/her professional conduct, service, character, or personality shall not be placed in the personnel file without being shown to the individual involved. An Employee shall be furnished with copies of any and all material included within his/her file upon written request, except for the confidential recommendations from persons named by the Employee in his/her application for employment. Material irrelevant to the professional progress of an Employee shall not be included within personnel files; nor shall any material classified as professional or evaluative in nature be permitted in personnel files without the author's identity.
- B. Except as otherwise required by law or agreed between the parties, all information relating to any Employee covered by this Agreement shall be kept in one (1) official personnel file.
- C. Except as otherwise specifically provided in this Agreement, under no circumstances shall information in the personnel file, addresses, or telephone numbers of Employees be given out without the express written permission of the Employee; provided, however, that the Department Heads, Senior Administrators of the College and members of the Board shall be entitled to such information.

ARTICLE XX
CHANGES IN INSTITUTIONAL STRUCTURE

Subject to the provisions of Article XXI, Institutional Participation, reorganization that affects Employees shall be made in the following manner:

Any plans of the administration for reorganization will be considered by the Standing Committees, the divisions and the departments involved.

In the event there is disagreement in any of these bodies with the final form of said plans, the reasons for disagreement shall be presented by a representative of that body to the appropriate Committee of the Board before the final decision is made by the Board.

ARTICLE XXI
INSTITUTIONAL PARTICIPATION

- A. To utilize effectively the talents and expertise of all components of the College, there shall be an

appropriate committee structure through which recommendations on policies and procedures will be channeled to the President and the Board.

- B. For the term of this Agreement, Standing Committees other than the Technology Coordinating Committee (TCC) shall be composed of an equal number of administrators, Employees, and students; the TCC shall be composed of an equal number of administrators and Employees. In all cases, the Employee representatives on Standing Committees shall be designated by the Federation. Standing Committees shall be: Business Affairs Committee, Academic Affairs Committee, Student Affairs Committee and Technology Coordinating Committee. Any changes in the above shall be by mutual agreement.
- C. Each Standing Committee will, among other things, consider and evaluate policies and procedures, make recommendations with respect to suggested changes to the Institution-wide Committee and submit periodic written reports on matters appropriate to the charge of that Committee to the Institution-wide Committee.
- D. The recommendations or reports of any Standing Committee shall be submitted in writing to an Institution-wide Committee for deliberation and recommendation for action. In such an Institution-wide Committee, the faculty shall have equal numbers and equal vote with any of the participatory groups. The Federation must participate in the formation and agree to the structure and function of such Committee.

Written recommendations of the Institution-wide Committee shall be acted upon with dispatch by the President. If the President does not follow the recommendation, such recommendation shall be presented in writing to the Board and argued for before the appropriate Committee of the Board by the Institution-wide Committee's representative(s). Any Standing Committee which initiated a recommendation or report shall be advised promptly of the action of the Institution-wide Committee. The Institution-wide Committee shall be advised promptly of the action taken by the President and/or by the Board on its reports and recommendations. If recommendations are not followed, the reasons shall be stated in writing.

Anything herein to the contrary notwithstanding, any recommendation which the Institution-wide Committee shall make to the President shall be accompanied by the recommendation which the Standing Committee made to the Institution-wide Committee.

ARTICLE XXII GRIEVANCE PROCEDURE

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. Also, subject to the provisions of Article XXVI, Totality of Agreement, a complaint involving any Employee's work circumstances shall constitute a grievance. The foregoing provisions pertaining to an Employee's work circumstances shall be appealable from Step 3 of this grievance procedure only to an appropriate Committee of the Board of Trustees whose resolution of the complaint shall be final and immediately implemented.

Step 1

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

Step 2

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

Step 3

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

Step 4: Binding Arbitration

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

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

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

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

Anything herein to the contrary notwithstanding, the filing of a grievance or the appeal from any Step of this grievance procedure shall be taken within the time limits specified; and in the event such is not done, the administration's decision at the prior Step shall be final and binding

on the parties and shall not be subject to further appeal of any kind. The aforesaid shall not apply if the time limits are extended by mutual agreement.

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

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

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

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

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

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

Failure to renew a contract of an Employee who does not have tenure shall not be subject to the arbitration provisions of this grievance procedure except for violations of Articles IV, V.B.(4) (renumbered as VI. C), and VIII.B., above, and except as provided in Article VI.B. (Renewals) and in Article XV (Academic Freedom) of this Agreement.

ARTICLE XXIII

DISCIPLINE

An employee in Ranks V-VIII shall not be disciplined without just cause. Appeals pertaining to discipline of an employee in ranks V-VIII shall be through the grievance procedure provided for in Article XXII up to and including arbitration. This paragraph shall not modify or supersede the provisions contained in Article VII pertaining to termination of a tenured employee, which provisions shall remain in full force and effect. Nor shall this paragraph modify or supersede the provisions contained in Article VI pertaining to non-renewal of a non-tenured employee, which provisions shall remain in full force and effect.

ARTICLE XXIV
EDUCATIONAL TECHNOLOGY AND DISTANCE LEARNING

- A. While the College does not intend to routinely review the contents of files on the interactive computer system, the College will engage in routine maintenance and monitoring of the system. Accordingly, system users should have no expectation of privacy in the contents of any file that they may maintain on the College's system, including but not limited to personal email messages.

Routine maintenance and monitoring of the system may lead to the discovery that a particular user has violated or is violating the College's Acceptable Use Policy, or applicable law. The College will cooperate fully with local, state, and federal officials in any investigation concerning or relating to any illegal activities conducted through the College system.

An individual search will be conducted if there is reasonable suspicion that a user has violated the law or the College's Acceptable Use Policy. The nature of the investigation will be reasonable and in the context of the nature of the alleged violation. College employees should be aware that their personal files (including personal email messages) may be discoverable in court or agency proceedings and possibly elsewhere.

- B. No Faculty member shall be required to teach using computer-assisted teaching and/or learning or other innovative delivery techniques, including distance learning, unless the use of such instruction and/or techniques is among the objectives of the course being taught or part of the course design as approved by the Department. Refusal to teach using such instruction and/or techniques shall not itself be a cause for negative evaluation except in cases where such instruction and/or technique is among the objectives of the course being taught or part of the course design as approved by the Department.
- C. No Employee will be displaced because of distance learning or other educational technology.
- D. For the first time a Faculty member, exercising his/her rights under Article XVI.J, incorporates computer-assisted teaching and/or learning into a course, the Faculty member shall not be required to be evaluated on his/her performance in that course without his/her written permission. Evaluation of a Faculty member's performance in such courses shall follow the same procedures and practices applying to traditional courses.
- E. No distance education sections shall be instructed or conducted unless the College instructor of record is a member of one of the two faculty bargaining units of the Federation.

ARTICLE XXV
AGREEMENT AGAINST STRIKES AND LOCK-OUTS

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 XXVI
TOTALITY OF AGREEMENT

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

ARTICLE XXVII
SEPARABILITY

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

ARTICLE XXVIII
HEADINGS

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

ARTICLE XXIX
TERM OF AGREEMENT

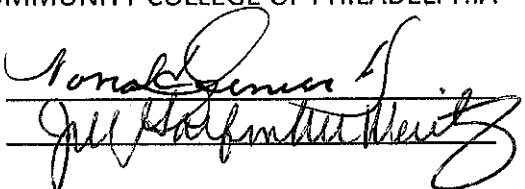
This Agreement shall remain in full force and effect from September 1, 2011 to and including August 31, 2016 and shall automatically renew itself from year to year thereafter unless, not later than November 30, 2015, either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon service of such notice, negotiations shall begin no later than January 3, 2016, so as to permit the parties to conform to the requirements of Article VIII of Act 195.

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

COMMUNITY COLLEGE OF PHILADELPHIA

BY

BY



FACULTY AND STAFF FEDERATION OF

COMMUNITY COLLEGE OF PHILADELPHIA

BY

BY

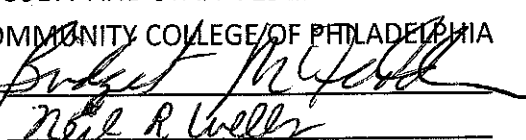


EXHIBIT "A"

RANK AND MINIMUM QUALIFICATIONS

Rank

Minimum Qualifications

Instructional Aide A

Competency in subject field. Associate degree preferred.
Twelve (12) month position. Non teaching.

Instructional Aide B

Competency in subject field. Associate degree preferred.
Academic year position.

The duties of Instructional Aides are in the area of instructional support, such as equipment inventory and control; departmental record keeping; instructional assistance to professional employees in laboratories, classrooms or clinical settings; and practical demonstrations of classroom theory.

Rank V. Instructor

- A. Master's degree in subject area, or
- B. Bachelor's degree plus 2 years experience in technical field, or
- C. Bachelor's degree and 30 graduate credits, or
- D. Professional certification by a recognized or accredited college, university, professional association, or institution licensed to issue such certification plus 5 years' experience in the specialized field; provided, however, that no further promotion, automatic or otherwise, shall be granted until the minimum qualifications for such higher rank are attained. When the baccalaureate degree has been attained, all years in Rank V shall be credited for all purposes.

Rank VI. Assistant Professor

- A. Doctoral degree, or
- B. Master's degree in subject field, plus 3 years teaching experience, or
- C. Bachelor's degree plus 2 years experience in technical field, plus 3 years teaching experience, or
- D. Bachelor's degree and 30 graduate credits plus 3 years teaching experience, or
- E. Bachelor's degree plus 6 years experience in technical field plus 1 year teaching experience.

Rank VII. Associate

- A. Master's degree in subject field, plus 5 years teaching experience, or
- B. Bachelor's degree plus 2 years experience in technical field, plus 5 years teaching experience, or
- C. Bachelor's degree plus 30 graduate credits, plus 5 years teaching experience, or
- D. Bachelor's degree plus 8 years experience in technical field, plus 3 years teaching experience.

(Holders of a Doctoral Degree may achieve this rank with less than 5 years teaching experience.)

Rank VIII. Professor

- A. 60 semester hours approved graduate work beyond Baccalaureate Degree to include a Master's degree in subject field, plus 10 years teaching experience, or
- B. Master's degree plus 2 years experience in technical field, plus 30 units approved graduate work, plus 10 years teaching experience, or
- C. Master's degree plus 8 years experience in technical field, plus 8 years teaching experience, or
- D. Doctoral degree plus 8 years teaching experience.

EQUIVALENCIES

1. One year of college teaching experience equals one (1) year of teaching experience.
2. Elementary and secondary school experience shall be equated as follows:
 - 2 for 1 teaching experience in subject matter before Master degree.
 - 1 for 1 for teaching experience after the Master degree.
3. Two (2) years related technical experience equals one (1) year of teaching experience.
4. Appointment to a full professorship requires a minimum of two (2) years experience at the College.
5. Two (2) years of teaching as a graduate assistant may be equal to one (1) equated year.
6. Doctorate equals three (3) years' teaching experience; the all-but- dissertation or its equivalent, the Specialist in Education and the MFA equal two (2) years teaching experience.
7. Each year of professional experience for Counselors and Librarians equals one year of teaching experience.
8. For all purposes of this Agreement, the following shall be equated to an earned Master's Degree: Registered Architect or registrations the requirements for which are equivalent thereto; provided, however, that this does not include C.P.A., R.N., C.L.U. or equivalent titles.
9. When an Employee has had three (3) contract renewals as an Instructor, based on the evaluation system in accordance with this Agreement, s/he then will be appointed Assistant Professor with his/her fourth contract.
10. The Librarians and Counselors shall be ranked utilizing the criteria in Exhibit "A" by their respective Directors in cooperation with each individual Employee to ensure proper evaluation of experience.

EXHIBIT "B"

COLLEGE CALENDAR 2011-2016

FALL	2011	2012	2013	2014	2015
Prof. Dev. Days	M 8/29 - F 9/2	M 8/27 - R 8/30	M 8/26 - R 8/29	M 8/26 - R 8/29	M 8/31 - R 9/3
Labor Day	M 9/5	M 9/3	M 9/2	M 9/1	M 9/7
Classes Begin	T 9/6	T 9/4	T 9/3	T 9/2	T 9/8
Prof. Dev. Day	T 10/11				
Thanksgiving Vacation	R 11/24 - S 11/26	R 11/22 - S 11/24	R 11/28 - S 11/30	R 11/27 - S 11/29	R 11/26 - S 11/28
Prof. Dev. Day+		W 12/5	W 12/4	T 12/2	W 12/9
PDD/Study Day+		F 12/7*	F 12/6*	W 12/3*	F 12/11*
Final Day of Classes	R 12/15	S 12/8	S 12/7	S 12/6	S 12/12
Final Exams	F 12/16 - W 12/21	M 12/10 - S 12/15	M 12/9 - S 12/14	M 12/8 - S 12/13	M 12/14 - S 12/19
Grades Due	R 12/22**	M 12/17***	M 12/16***	M 12/15***	M 12/21***
College Closed 1/2 Day	F 12/23	M 12/24	T 12/24	W 12/24	R 12/24
College Closed	S 12/24 - M 1/2	T 12/25 - T 1/1/13	W 12/25 - W 1/1	R 12/25 - R 1/1	F 12/25 - F 1/1
SPRING	2012	2013	2014	2015	2016
Professional Dev. Days	M 1/9 - F 1/13	M 1/7 - W 1/9	M 1/6 - W 1/8	M 1/5 - W 1/7	M 1/11 - W 1/13
Classes Begin	T 1/17	M 1/14	M 1/13	M 1/12	T 1/19
Martin Luther King Day	M 1/16	M 1/21	M 1/20	M 1/19	M 1/18
Spring Break	M 3/5 - S 3/10	M 3/4 - S 3/9	M 3/3 - S 3/8	M 3/2 - S 3/7	M 3/7 - S 3/12
Prof. Dev. Days+		M 4/22*, W 4/24	M 4/21*, W 4/23	T 4/21*, W 4/22	M 4/25*, W 4/27
PDD/Study Day+		R 4/25	R 4/24	R 4/23	R 4/28
Final Day of Classes	M 4/30	T 4/23	T 4/22	M 4/20	T 4/26
Final Exams	T 5/1 - F 5/4	F 4/26 - R 5/2	F 4/25 - R 5/1	F 4/24 - R 4/30	F 4/29 - R 5/5
Grades Due	T 5/8***	Sun 5/5***	Sun 5/4***	Sun 5/3***	Sun 5/8***
Commencement	S 5/5	Sat 5/4	Sat 5/3	Sat 5/2	Sat 5/7
Early Summer	2012	2013	2014	2015	2016
Classes Begin	M 5/14	M 5/13	M 5/12	M 5/11	M 5/16
Memorial Day Holiday	M 5/28	M 5/27	M 5/26	M 5/25	M 5/30
Final Day of Classes	R 6/28	T 6/25	T 6/24	T 6/23	T 6/28
Study Day		W 6/26	W 6/25		W 6/29
Final Exam Day		R 6/27	R 6/26	W 6/24	R 6/30
Grades Due	Mon 7/2***	Sat 6/29***	Sat 6/28***	Sat 6/27***	Sat 7/2***
Late Summer	2012	2013	2014	2015	2016
Independence Day Holiday	W 7/4	R 7/4	R 7/3	M 7/6	M 7/4
Classes Begin	M 7/9	M 7/8	M 7/7	T 7/7	M 7/11
Final Day of Classes	W 8/22	T 8/20	T 8/19	T 8/18	T 8/23
Study Day		W 8/21	W 8/20	No Study Day	W 8/24
Final Exam Day		R 8/22	R 8/21	W 8/19 - R 8/20	R 8/25
Grades Due	Fri 8/24***	Sat 8/24***	Sat 8/23***	Sat 8/22***	Sat 8/27***

*Once-a-week evening classes will be held (no day classes)

** Grades due by midnight

*** Grades dues by 5:00 p.m.

+Potential Emergency Closing make-up days

OFFICIAL PUBLIC AND SPECIAL COLLEGE HOLIDAYS

	2011	2012	2013	2014	2015	2016
New Year's Holiday	Prior Contract	Jan. 1	Jan. 1	Jan. 1	Jan.1	Jan. 1
Dr. Martin Luther King's	Prior Contract	Jan. 16	Jan. 21	Jan. 20	Jan. 19	Jan. 18
Spring Break	Prior Contract	March 5 – March 9	March 4 – March 8	March 3 – March 7	March 2 – March 6	March 7 – March 11
Memorial Day	Prior Contract	May 28	May 27	May 26	May 25	May 30
Independence Day	Prior Contract	July 4	July 4	July 4	July 4	July 4
Labor Day	Sept. 5	Sept. 3	Sept. 2	Sept. 1	Sept. 7	
Thanksgiving Day	Nov. 24	Nov. 22	Nov. 28	Nov. 27	Nov. 26	
Day after Thanksgiving	Nov. 25	Nov. 23	Nov. 29	Nov. 28	Nov. 27	
½ day for Dec. 24th *	Dec. 23	Dec. 24	Dec. 24	Dec. 24	Dec. 24	
Christmas Break	Dec. 26 – Dec. 31	Dec. 25 – Dec. 31	Dec. 25 – Dec. 31	Dec. 25 – Dec. 31	Dec. 25 – Dec. 31	

Academic Year Work Days

Class days

Professional Development Days

Final exam days

Commencement – Spring Semester

Total work days each academic year – 159

EXHIBIT "C"

SALARIES

1. Rank V-VIII.

A. Employees Hired Prior to Ratification

For employees hired prior to the ratification of this Agreement, the salary budget will increase by:

Fall 2011	Fall 2012	Spring 2014	Spring 2015	Spring 2016
0.00%	1.50%	3.00%	3.00%	3.00%

Step and Salary

Each Employee hired prior to the ratification of this Agreement shall advance one step on the Salary Schedule in Spring 2014, and Spring 2016, and no steps in the other years of this agreement, except that an Employee on step 17 shall remain on step 17.

In each academic year, each Employee on full load will receive the salary that is specified in the Salary Schedule for Ranks V-VIII for that year, except that in no case shall an Employee's full-load salary increase be less than \$502 for 2012-13, \$1019 for Spring 2014, \$1049 for Spring 2015, and \$1081 for Spring 2016.

Employees on half load will receive half of the full load salary.

There is an increase of \$1000 in salary for the achievement of ABD status and \$1000 for achievement of a doctorate.

There is an increase of \$1200 for each promotion above Rank V, a \$4000 one-time bonus for promotion to Rank VII, and a \$6000 one-time bonus for promotion to Rank VIII.

B. Employees Hired after Ratification

Each Employee hired after the ratification of this Agreement will have a salary based on experience (step), rank and degree as follows:

Rank

Employees will be hired at the rank as determined by College policy as delineated in the Gilmore memo dated February 15, 1996.

Initial Step and Salary

To determine an Employee's step first their experience is evaluated. Experience in the FT unit is credited 1:1 (years:steps). Experience as a Visiting Lecturer at CCP is credited 1:1.

Other full-time experience at CCP outside of the FT bargaining unit will be evaluated, and may be credited 2:1 (that is, two years of such experience counts as one year for purposes of step placement), except that Employees who leave the Bargaining Unit to serve as CCP administrators shall be given one year of credit for each year of such service when they return to the Bargaining Unit.

Other experience, not at CCP, is to be counted as in "Exhibit A, Equivalencies" of this Agreement. There is a maximum of five equated years of experience outside of CCP credited for purposes of step placement.

For the purpose of step determination, experience prior to 9/1/2001 is conflated 3:1 (years:steps), and experience after 9/1/2001 is credited 1:1. In addition, a number of credited steps will be subtracted depending on the year for which an Employee is hired as follows, to be calculated on line 6 and line 19 on the Step Placement worksheet included below as part of this Exhibit "C:"

		Calendar year of initial contract				
		AY 12-13	F13			
		2012	2013	2014	2015	2016
Amount on line 6 and line 19	0-1.49	1	1	0	1	1
	1.50-2.49	2	2	1	1	1
	2.50-3.49	3	3	2	2	2
	3.50-4.49	3	4	3	3	2
	4.50-5.49	4	4	4	4	3
	5.50-6.49	4	5	4	5	4
	6.50-	5	5	5	5	5

After determining steps for experience, as above, one step is added. In no case shall an Employee be hired at a step less than one.

Each Employee will receive the salary that is specified in the Salary Schedule for Ranks V-VIII for the year for which they are hired.

Step and Salary After Initial Year

Employees hired after the ratification of this Agreement shall advance one step on the Salary Schedule in Spring 2014 and Spring 2016, and no steps in the other years of this agreement.

In each academic year, each Employee will receive the salary that is specified in the Salary Schedule for Ranks V-VIII for that year.

Each newly hired Employee shall be given a written explanation of how his/ her initial rank and salary were determined and a copy of this explanation shall be sent to the Federation.

C. Other Provisions.

1. The salary for a 12-month Rank V Master's level faculty member is 1.3 times the salary of an academic year Rank V Master's level faculty member with the same experience. Salaries for 12-month faculty at Ranks VI, VII and VIII, or ABD status or doctorates, are obtained by adding \$1200 for each rank above Rank V, \$1000 for ABD, and \$2000 for doctorate to the Rank V Master's level salaries.

2. No Employee shall receive less than the then applicable minimum for his/her rank, degrees, and experience.

3. An Employee promoted effective from and after the effective date of this Agreement to a rank above the rank of Instructor shall have his/her base salary increased by \$1200. In addition, promotion from Rank VI, Assistant Professor, to Rank VII, Associate Professor, carries an additional one-time payment of \$4000, and promotion from Rank VII, Associate Professor, to Rank VIII, Professor, carries an additional one-time payment of \$6000.

4. Additions to base salary for degrees: In addition to the foregoing, an Employee who attains

a. All-but-dissertation graduate status ("A.B.D."), Master's of Fine Arts ("M.F.A.") or Specialist in Education shall have his/her base salary increased by \$1000; and

b. An earned Doctorate (provided it is in a subject matter related to areas in which the Employee teaches or, for those who do not teach, in areas in which s/he otherwise works) shall have his/her base salary increased by \$1000.

For the purposes of this Agreement, it is anticipated that an Employee with an earned Doctorate Degree shall have first achieved A.B.D. status. If such an Employee with an earned Doctorate Degree has not already been given credit for an A.B.D., s/he shall have his/her base salary increased by \$2000 upon attainment of his/her earned Doctorate Degree.

c. For the purpose of this Agreement, the attainment of A.B.D., M.F.A., or earned Doctorate

Degree shall be credited in the next academic semester after the requirements for that particular graduate status or degree have been completed and have been verified.

Salary Schedule 2011-2012

Academic Year Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	44800	45800	46800	46000	47000	48000	47200	48200	49200	48400	49400	50400
2	46230	47230	48230	47430	48430	49430	48630	49630	50630	49830	50830	51830
3	47710	48710	49710	48910	49910	50910	50110	51110	52110	51310	52310	53310
4	49240	50240	51240	50440	51440	52440	51640	52640	53640	52840	53840	54840
5	50820	51820	52820	52020	53020	54020	53220	54220	55220	54420	55420	56420
6	52450	53450	54450	53650	54650	55650	54850	55850	56850	56050	57050	58050
7	54130	55130	56130	55330	56330	57330	56530	57530	58530	57730	58730	59730
8	55860	56860	57860	57060	58060	59060	58260	59260	60260	59460	60460	61460
9	57640	58640	59640	58840	59840	60840	60040	61040	62040	61240	62240	63240
10	59470	60470	61470	60670	61670	62670	61870	62870	63870	63070	64070	65070
11	61350	62350	63350	62550	63550	64550	63750	64750	65750	64950	65950	66950
12	63280	64280	65280	64480	65480	66480	65680	66680	67680	66880	67880	68880
13	65260	66260	67260	66460	67460	68460	67660	68660	69660	68860	69860	70860
14	67290	68290	69290	68490	69490	70490	69690	70690	71690	70890	71890	72890
15	69370	70370	71370	70570	71570	72570	71770	72770	73770	72970	73970	74970
16	71500	72500	73500	72700	73700	74700	73900	74900	75900	75100	76100	77100
17	73680	74680	75680	74880	75880	76880	76080	77080	78080	77280	78280	79280

12 Month Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	58240	59240	60240	59440	60440	61440	60640	61640	62640	61840	62840	63840
2	60099	61099	62099	61299	62299	63299	62499	63499	64499	63699	64699	65699
3	62023	63023	64023	63223	64223	65223	64423	65423	66423	65623	66623	67623
4	64012	65012	66012	65212	66212	67212	66412	67412	68412	67612	68612	69612
5	66066	67066	68066	67266	68266	69266	68466	69466	70466	69666	70666	71666
6	68185	69185	70185	69385	70385	71385	70585	71585	72585	71785	72785	73785
7	70369	71369	72369	71569	72569	73569	72769	73769	74769	73969	74969	75969
8	72618	73618	74618	73818	74818	75818	75018	76018	77018	76218	77218	78218
9	74932	75932	76932	76132	77132	78132	77332	78332	79332	78532	79532	80532
10	77311	78311	79311	78511	79511	80511	79711	80711	81711	80911	81911	82911
11	79755	80755	81755	80955	81955	82955	82155	83155	84155	83355	84355	85355
12	82264	83264	84264	83464	84464	85464	84664	85664	86664	85864	86864	87864
13	84838	85838	86838	86038	87038	88038	87238	88238	89238	88438	89438	90438
14	87477	88477	89477	88677	89677	90677	89877	90877	91877	91077	92077	93077
15	90181	91181	92181	91381	92381	93381	92581	93581	94581	93781	94781	95781
16	92950	93950	94950	94150	95150	96150	95350	96350	97350	96550	97550	98550
17	95784	96784	97784	96984	97984	98984	98184	99184	100184	99384	100384	101384

Salary Schedule Fall 2012- Fall 2013

Academic Year Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	46822	47822	48822	48022	49022	50022	49222	50222	51222	50422	51422	52422
2	48227	49227	50227	49427	50427	51427	50627	51627	52627	51827	52827	53827
3	49682	50682	51682	50882	51882	52882	52082	53082	54082	53282	54282	55282
4	51187	52187	53187	52387	53387	54387	53587	54587	55587	54787	55787	56787
5	52742	53742	54742	53942	54942	55942	55142	56142	57142	56342	57342	58342
6	54347	55347	56347	55547	56547	57547	56747	57747	58747	57947	58947	59947
7	56002	57002	58002	57202	58202	59202	58402	59402	60402	59602	60602	61602
8	57707	58707	59707	58907	59907	60907	60107	61107	62107	61307	62307	63307
9	59462	60462	61462	60662	61662	62662	61862	62862	63862	63062	64062	65062
10	61267	62267	63267	62467	63467	64467	63667	64667	65667	64867	65867	66867
11	63122	64122	65122	64322	65322	66322	65522	66522	67522	66722	67722	68722
12	65027	66027	67027	66227	67227	68227	67427	68427	69427	68627	69627	70627
13	66982	67982	68982	68182	69182	70182	69382	70382	71382	70582	71582	72582
14	68987	69987	70987	70187	71187	72187	71387	72387	73387	72587	73587	74587
15	71042	72042	73042	72242	73242	74242	73442	74442	75442	74642	75642	76642
16	73147	74147	75147	74347	75347	76347	75547	76547	77547	76747	77747	78747
17	75302	76302	77302	76502	77502	78502	77702	78702	79702	78902	79902	80902

12 Month Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	60869	61869	62869	62069	63069	64069	63269	64269	65269	64469	65469	66469
2	62695	63695	64695	63895	64895	65895	65095	66095	67095	66295	67295	68295
3	64587	65587	66587	65787	66787	67787	66987	67987	68987	68187	69187	70187
4	66543	67543	68543	67743	68743	69743	68943	69943	70943	70143	71143	72143
5	68565	69565	70565	69765	70765	71765	70965	71965	72965	72165	73165	74165
6	70651	71651	72651	71851	72851	73851	73051	74051	75051	74251	75251	76251
7	72803	73803	74803	74003	75003	76003	75203	76203	77203	76403	77403	78403
8	75019	76019	77019	76219	77219	78219	77419	78419	79419	78619	79619	80619
9	77301	78301	79301	78501	79501	80501	79701	80701	81701	80901	81901	82901
10	79647	80647	81647	80847	81847	82847	82047	83047	84047	83247	84247	85247
11	82059	83059	84059	83259	84259	85259	84459	85459	86459	85659	86659	87659
12	84535	85535	86535	85735	86735	87735	86935	87935	88935	88135	89135	90135
13	87077	88077	89077	88277	89277	90277	89477	90477	91477	90677	91677	92677
14	89683	90683	91683	90883	91883	92883	92083	93083	94083	93283	94283	95283
15	92355	93355	94355	93555	94555	95555	94755	95755	96755	95955	96955	97955
16	95091	96091	97091	96291	97291	98291	97491	98491	99491	98691	99691	100691
17	97893	98893	99893	99093	100093	101093	100293	101293	102293	10149	102493	103493

Salary Schedule Spring 2014-Fall 2014

Academic Year Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	47396	48396	49396	48596	49596	50596	49796	50796	51796	50996	51996	52996
2	48776	49776	50776	49976	50976	51976	51176	52176	53176	52376	53376	54376
3	50206	51206	52206	51406	52406	53406	52606	53606	54606	53806	54806	55806
4	51686	52686	53686	52886	53886	54886	54086	55086	56086	55286	56286	57286
5	53216	54216	55216	54416	55416	56416	55616	56616	57616	56816	57816	58816
6	54796	55796	56796	55996	56996	57996	57196	58196	59196	58396	59396	60396
7	56426	57426	58426	57626	58626	59626	58826	59826	60826	60026	61026	62026
8	58106	59106	60106	59306	60306	61306	60506	61506	62506	61706	62706	63706
9	59836	60836	61836	61036	62036	63036	62236	63236	64236	63436	64436	65436
10	61616	62616	63616	62816	63816	64816	64016	65016	66016	65216	66216	67216
11	63446	64446	65446	64646	65646	66646	65846	66846	67846	67046	68046	69046
12	65326	66326	67326	66526	67526	68526	67726	68726	69726	68926	69926	70926
13	67256	68256	69256	68456	69456	70456	69656	70656	71656	70856	71856	72856
14	69236	70236	71236	70436	71436	72436	71636	72636	73636	72836	73836	74836
15	71266	72266	73266	72466	73466	74466	73666	74666	75666	74866	75866	76866
16	73346	74346	75346	74546	75546	76546	75746	76746	77746	76946	77946	78946
17	75476	76476	77476	76676	77676	78676	77876	78876	79876	79076	80076	81076

12 Month Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	61615	62615	63615	62815	63815	64815	64015	65015	66015	65215	66215	67215
2	63409	64409	65409	64609	65609	66609	65809	66809	67809	67009	68009	69009
3	65268	66268	67268	66468	67468	68468	67668	68668	69668	68868	69868	70868
4	67192	68192	69192	68392	69392	70392	69592	70592	71592	70792	71792	72792
5	69181	70181	71181	70381	71381	72381	71581	72581	73581	72781	73781	74781
6	71235	72235	73235	72435	73435	74435	73635	74635	75635	74835	75835	76835
7	73354	74354	75354	74554	75554	76554	75754	76754	77754	76954	77954	78954
8	75538	76538	77538	76738	77738	78738	77938	78938	79938	79138	80138	81138
9	77787	78787	79787	78987	79987	80987	80187	81187	82187	81387	82387	83387
10	80101	81101	82101	81301	82301	83301	82501	83501	84501	83701	84701	85701
11	82480	83480	84480	83680	84680	85680	84880	85880	86880	86080	87080	88080
12	84924	85924	86924	86124	87124	88124	87324	88324	89324	88524	89524	90524
13	87433	88433	89433	88633	89633	90633	89833	90833	91833	91033	92033	93033
14	90007	91007	92007	91207	92207	93207	92407	93407	94407	93607	94607	95607
15	92646	93646	94646	93846	94846	95846	95046	96046	97046	96246	97246	98246
16	95350	96350	97350	96550	97550	98550	97750	98750	99750	98950	99950	100950
17	98119	99119	100119	99319	100319	101319	100519	101519	102519	10171	102719	103719

Salary Schedule Spring 2015 - Fall 2015

Academic Year Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	49702	50702	51702	50902	51902	52902	52102	53102	54102	53302	54302	55302
2	51057	52057	53057	52257	53257	54257	53457	54457	55457	54657	55657	56657
3	52462	53462	54462	53662	54662	55662	54862	55862	56862	56062	57062	58062
4	53917	54917	55917	55117	56117	57117	56317	57317	58317	57517	58517	59517
5	55422	56422	57422	56622	57622	58622	57822	58822	59822	59022	60022	61022
6	56977	57977	58977	58177	59177	60177	59377	60377	61377	60577	61577	62577
7	58582	59582	60582	59782	60782	61782	60982	61982	62982	62182	63182	64182
8	60237	61237	62237	61437	62437	63437	62637	63637	64637	63837	64837	65837
9	61942	62942	63942	63142	64142	65142	64342	65342	66342	65542	66542	67542
10	63697	64697	65697	64897	65897	66897	66097	67097	68097	67297	68297	69297
11	65502	66502	67502	66702	67702	68702	67902	68902	69902	69102	70102	71102
12	67357	68357	69357	68557	69557	70557	69757	70757	71757	70957	71957	72957
13	69262	70262	71262	70462	71462	72462	71662	72662	73662	72862	73862	74862
14	71217	72217	73217	72417	73417	74417	73617	74617	75617	74817	75817	76817
15	73222	74222	75222	74422	75422	76422	75622	76622	77622	76822	77822	78822
16	75277	76277	77277	76477	77477	78477	77677	78677	79677	78877	79877	80877
17	77382	78382	79382	78582	79582	80582	79782	80782	81782	80982	81982	82982

12 Month Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	64613	65613	66613	65813	66813	67813	67013	68013	69013	68213	69213	70213
2	66374	67374	68374	67574	68574	69574	68774	69774	70774	69974	70974	71974
3	68201	69201	70201	69401	70401	71401	70601	71601	72601	71801	72801	73801
4	70092	71092	72092	71292	72292	73292	72492	73492	74492	73692	74692	75692
5	72049	73049	74049	73249	74249	75249	74449	75449	76449	75649	76649	77649
6	74070	75070	76070	75270	76270	77270	76470	77470	78470	77670	78670	79670
7	76157	77157	78157	77357	78357	79357	78557	79557	80557	79757	80757	81757
8	78308	79308	80308	79508	80508	81508	80708	81708	82708	81908	82908	83908
9	80525	81525	82525	81725	82725	83725	82925	83925	84925	84125	85125	86125
10	82806	83806	84806	84006	85006	86006	85206	86206	87206	86406	87406	88406
11	85153	86153	87153	86353	87353	88353	87553	88553	89553	88753	89753	90753
12	87564	88564	89564	88764	89764	90764	89964	90964	91964	91164	92164	93164
13	90041	91041	92041	91241	92241	93241	92441	93441	94441	93641	94641	95641
14	92582	93582	94582	93782	94782	95782	94982	95982	96982	96182	97182	98182
15	95189	96189	97189	96389	97389	98389	97589	98589	99589	98789	99789	100789
16	97860	98860	99860	99060	100060	101060	100260	101260	102260	10146	102460	103460
17	100597	101597	102597	10179	102797	103797	102997	103997	104997	10419	105197	106197

Salary Schedule Spring 2016

Academic Year Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	50529	51529	52529	51729	52729	53729	52929	53929	54929	54129	55129	56129
2	51859	52859	53859	53059	54059	55059	54259	55259	56259	55459	56459	57459
3	53239	54239	55239	54439	55439	56439	55639	56639	57639	56839	57839	58839
4	54669	55669	56669	55869	56869	57869	57069	58069	59069	58269	59269	60269
5	56149	57149	58149	57349	58349	59349	58549	59549	60549	59749	60749	61749
6	57679	58679	59679	58879	59879	60879	60079	61079	62079	61279	62279	63279
7	59259	60259	61259	60459	61459	62459	61659	62659	63659	62859	63859	64859
8	60889	61889	62889	62089	63089	64089	63289	64289	65289	64489	65489	66489
9	62569	63569	64569	63769	64769	65769	64969	65969	66969	66169	67169	68169
10	64299	65299	66299	65499	66499	67499	66699	67699	68699	67899	68899	69899
11	66079	67079	68079	67279	68279	69279	68479	69479	70479	69679	70679	71679
12	67909	68909	69909	69109	70109	71109	70309	71309	72309	71509	72509	73509
13	69789	70789	71789	70989	71989	72989	72189	73189	74189	73389	74389	75389
14	71719	72719	73719	72919	73919	74919	74119	75119	76119	75319	76319	77319
15	73699	74699	75699	74899	75899	76899	76099	77099	78099	77299	78299	79299
16	75729	76729	77729	76929	77929	78929	78129	79129	80129	79329	80329	81329
17	77809	78809	79809	79009	80009	81009	80209	81209	82209	81409	82409	83409

12 Month Salaries

Step	Rank V			Rank VI			Rank VII			Rank VIII		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	65688	66688	67688	66888	67888	68888	68088	69088	70088	69288	70288	71288
2	67417	68417	69417	68617	69617	70617	69817	70817	71817	71017	72017	73017
3	69211	70211	71211	70411	71411	72411	71611	72611	73611	72811	73811	74811
4	71070	72070	73070	72270	73270	74270	73470	74470	75470	74670	75670	76670
5	72994	73994	74994	74194	75194	76194	75394	76394	77394	76594	77594	78594
6	74983	75983	76983	76183	77183	78183	77383	78383	79383	78583	79583	80583
7	77037	78037	79037	78237	79237	80237	79437	80437	81437	80637	81637	82637
8	79156	80156	81156	80356	81356	82356	81556	82556	83556	82756	83756	84756
9	81340	82340	83340	82540	83540	84540	83740	84740	85740	84940	85940	86940
10	83589	84589	85589	84789	85789	86789	85989	86989	87989	87189	88189	89189
11	85903	86903	87903	87103	88103	89103	88303	89303	90303	89503	90503	91503
12	88282	89282	90282	89482	90482	91482	90682	91682	92682	91882	92882	93882
13	90726	91726	92726	91926	92926	93926	93126	94126	95126	94326	95326	96326
14	93235	94235	95235	94435	95435	96435	95635	96635	97635	96835	97835	98835
15	95809	96809	97809	97009	98009	99009	98209	99209	100209	99409	100409	101409
16	98448	99448	100448	99648	100648	101648	100848	101848	102848	10204	103048	104048
17	101152	102152	103152	10235	103352	104352	103552	104552	105552	10475	105752	106752

2. Ranks A and B.

A. Employees Hired Prior to Ratification

For employees hired prior to the 2011-12 Academic Year, the salary budget will increase by:

9/1/2011	9/1/2012	Spring 2014	Spring 1, 2015	Spring 16
0.00%	1.50%	3.00%	3.00%	3.00%

Step and Salary

Each Employee hired prior to the ratification of this Agreement shall advance one step on the Salary Schedule in Spring 2014 and Spring 2016, and no steps in the other years of this agreement, except that an Employee on step 17 shall remain on step 17.

In each academic year, each Employee on full-load will receive the salary that is specified in the Salary Schedule for Ranks A and B for that year, except that in no case shall an Employee's full-load salary increase be less than \$450 for 2012-13, \$800 for Spring 2014, \$800 for Spring 2015, and \$800 for Spring 2016. Employees on half load will receive half of the full load salary.

As reflected in the Salary Schedules, there is an increase of \$1000 for the achievement of an associate's degree, and an additional \$1000 for a bachelor's degree. In addition to this, there is an additional \$250 in salary for the achievement of each equivalent of 15 college credits earned after the Employee's highest degree, up to 180 credits for those with no secondary degrees, up to 120 credits for those with an associate's, and up to 60 credits for those with a bachelor's. In each year of the contract, differences among salaries due to differences in rank and degree status shall be the constant dollar amounts listed above.

B. Employees Hired Effective after Ratification

Each employee hired after the ratification of this Agreement will have a salary based on experience (step) and education (column) as follows:

Initial Step

Experience in the FT unit is credited 1:1. Experience at CCP as a Visiting Lecturer is credited 1:1.

Other full-time related technical experience will be evaluated, and may be credited 2:1 (that is, two

years of such experience counts as one year for purposes of step placement), except that Employees who leave the Bargaining Unit to serve as CCP administrators shall be given one year of credit for each year of such service when they return to the Bargaining Unit.

There is a maximum of five equated years of experience outside of CCP credited for purposes of step placement.

For the purpose of step determination, experience prior to 9/1/2001 is conflated 3:1 (years:steps), and experience after 9/1/2001 is credited 1:1. In addition, a number of credited steps will be subtracted depending on the year for which an Employee is hired as follows:

		Calendar year of initial contract				
		AY 12-13	F13			
		2012	2013	2014	2015	2016
Years of prior experience	0-1.49	1	1	0	1	1
	1.50-2.49	2	2	1	1	1
	2.50-3.49	3	3	2	2	2
	3.50-4.49	3	4	3	3	2
	4.50-5.49	4	4	4	4	3
	5.50-6.49	4	5	4	5	4
	6.50-	5	5	5	5	5

After determining steps for experience, as above, one step is added. In no case shall an Employee be hired at a step less than one.

Column

As reflected in the Salary Schedules, there is an increase of \$1000 for the achievement of an associate's degree, and an additional \$1000 for a bachelor's degree. In addition to this, there is an additional \$250 in salary for the achievement of each equivalent of 15 college credits earned after the Employee's highest degree, up to 180 credits for those with no secondary degrees, up to 120 credits for those with an associate's, and up to 60 credits for those with a bachelor's. In each year of the contract,

differences among salaries due to differences in rank and degree status shall be the constant dollar amounts listed above.

Initial Salary

Each Employee will receive the salary based on initial step and column that is specified in the Salary Schedule for Ranks A and B for the year for which they are hired.

Each newly hired Employee shall be given a written explanation of how his/ her initial salary was determined and a copy of this explanation shall be sent to the Federation.

Step and Salary After Initial Year

Employees hired after the ratification of this Agreement shall advance one step on the Salary Schedule for Spring 2014 and Spring 2016, and no steps in the other years of this agreement. In no case shall an Employee advance beyond step 17.

In each academic year, each Employee will receive the salary that is specified in the Salary Schedule for Ranks A and B for that year.

A committee composed of two representatives of the Federation and two representatives of the College shall be convened, and the committee shall make a recommendation to the President concerning the role, if any, of continuing education units, professional certifications, and lab supervisor status in the determination of salaries for Rank A and B faculty. The committee shall make its report no later than December 31, 2009. On receipt of the committee's recommendation, the President will accept or reject the recommendation.

C. Other provisions.

1. The salary of a 12-month Rank A faculty member with no college credits toward a degree is 1.3 times the salary of an academic year Rank B faculty member with no college credits toward a degree who has the same experience. Salaries for 12-month Rank A faculty members at degree levels above the minimum are obtained by adding \$250 for each degree level above the minimum to the salaries for Rank A faculty members with no college credits toward a degree.
2. No Employee shall receive less than the then applicable minimum for his/her rank, degrees, and experience.
3. Additions to base salary for credits and degrees: In addition to the foregoing, an Employee who

attains:

- a. an Associate's degree shall have his/her base salary increased by \$1,000;
- b. a Bachelor's degree shall have his/her base salary increased by \$1,000;
- c. 15 college credits, or the equivalent, shall have his/her base salary increased by an additional \$250 for each set of 15 college credits earned after the Employee's highest degree, up to 180 credits for those with no secondary degrees, up to 120 credits for those with an associate's degree, and up to 60 credits for those with a bachelor's degree.
- d. For the purpose of this Agreement, the attainment of associate's or bachelor's degrees, or additional credits, shall be credited in the next academic semester after the attainment of that degree, or the attainment of those credits, have been completed and have been verified.

Salary Schedule 2011-12

Academic Year Salaries

Rank B

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
						Bachelor				+15	+30	+ 45	+ 60
1	31225	31475	31725	31975	32225	32475	32725	32975	33225	33475	33725	33975	34225
2	31925	32175	32425	32675	32925	33175	33425	33675	33925	34175	34425	34675	34925
3	32640	32890	33140	33390	33640	33890	34140	34390	34640	34890	35140	35390	35640
4	33370	33620	33870	34120	34370	34620	34870	35120	35370	35620	35870	36120	36370
5	34115	34365	34615	34865	35115	35365	35615	35865	36115	36365	36615	36865	37115
6	34875	35125	35375	35625	35875	36125	36375	36625	36875	37125	37375	37625	37875
7	35650	35900	36150	36400	36650	36900	37150	37400	37650	37900	38150	38400	38650
8	36440	36690	36940	37190	37440	37690	37940	38190	38440	38690	38940	39190	39440
9	37245	37495	37745	37995	38245	38495	38745	38995	39245	39495	39745	39995	40245
10	38065	38315	38565	38815	39065	39315	39565	39815	40065	40315	40565	40815	41065
11	38900	39150	39400	39650	39900	40150	40400	40650	40900	41150	41400	41650	41900
12	39750	40000	40250	40500	40750	41000	41250	41500	41750	42000	42250	42500	42750
13	40615	40865	41115	41365	41615	41865	42115	42365	42615	42865	43115	43365	43615
14	41495	41745	41995	42245	42495	42745	42995	43245	43495	43745	43995	44245	44495
15	42390	42640	42890	43140	43390	43640	43890	44140	44390	44640	44890	45140	45390
16	43300	43550	43800	44050	44300	44550	44800	45050	45300	45550	45800	46050	46300
17	44225	44475	44725	44975	45225	45475	45725	45975	46225	46475	46725	46975	47225

Calendar Year Salaries

Rank A

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
						Bachelor				+15	+30	+ 45	+ 60
1	40593	40843	41093	41343	41593	41843	42093	42343	42593	42843	43093	43343	43593
2	41503	41753	42003	42253	42503	42753	43003	43253	43503	43753	44003	44253	44503
3	42432	42682	42932	43182	43432	43682	43932	44182	44432	44682	44932	45182	45432
4	43381	43631	43881	44131	44381	44631	44881	45131	45381	45631	45881	46131	46381
5	44350	44600	44850	45100	45350	45600	45850	46100	46350	46600	46850	47100	47350
6	45338	45588	45838	46088	46338	46588	46838	47088	47338	47588	47838	48088	48338
7	46345	46595	46845	47095	47345	47595	47845	48095	48345	48595	48845	49095	49345
8	47372	47622	47872	48122	48372	48622	48872	49122	49372	49622	49872	50122	50372
9	48419	48669	48919	49169	49419	49669	49919	50169	50419	50669	50919	51169	51419
10	49485	49735	49985	50235	50485	50735	50985	51235	51485	51735	51985	52235	52485
11	50570	50820	51070	51320	51570	51820	52070	52320	52570	52820	53070	53320	53570
12	51675	51925	52175	52425	52675	52925	53175	53425	53675	53925	54175	54425	54675
13	52800	53050	53300	53550	53800	54050	54300	54550	54800	55050	55300	55550	55800
14	53944	54194	54444	54694	54944	55194	55444	55694	55944	56194	56444	56694	56944
15	55107	55357	55607	55857	56107	56357	56607	56857	57107	57357	57607	57857	58107
16	56290	56540	56790	57040	57290	57540	57790	58040	58290	58540	58790	59040	59290
17	57493	57743	57993	58243	58493	58743	58993	59243	59493	59743	59993	60243	60493

Salary Schedule Fall 2012-Fall 2013

Academic Year Salaries

Rank B

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
						Bachelor				+15	+30	+ 45	+ 60
1	31909	32159	32409	32659	32909	33159	33409	33659	33909	34159	34409	34659	34909
2	32609	32859	33109	33359	33609	33859	34109	34359	34609	34859	35109	35359	35609
3	33324	33574	33824	34074	34324	34574	34824	35074	35324	35574	35824	36074	36324
4	34054	34304	34554	34804	35054	35304	35554	35804	36054	36304	36554	36804	37054
5	34799	35049	35299	35549	35799	36049	36299	36549	36799	37049	37299	37549	37799
6	35559	35809	36059	36309	36559	36809	37059	37309	37559	37809	38059	38309	38559
7	36334	36584	36834	37084	37334	37584	37834	38084	38334	38584	38834	39084	39334
8	37124	37374	37624	37874	38124	38374	38624	38874	39124	39374	39624	39874	40124
9	37929	38179	38429	38679	38929	39179	39429	39679	39929	40179	40429	40679	40929
10	38749	38999	39249	39499	39749	39999	40249	40499	40749	40999	41249	41499	41749
11	39584	39834	40084	40334	40584	40834	41084	41334	41584	41834	42084	42334	42584
12	40434	40684	40934	41184	41434	41684	41934	42184	42434	42684	42934	43184	43434
13	41299	41549	41799	42049	42299	42549	42799	43049	43299	43549	43799	44049	44299
14	42179	42429	42679	42929	43179	43429	43679	43929	44179	44429	44679	44929	45179
15	43074	43324	43574	43824	44074	44324	44574	44824	45074	45324	45574	45824	46074
16	43984	44234	44484	44734	44984	45234	45484	45734	45984	46234	46484	46734	46984
17	44909	45159	45409	45659	45909	46159	46409	46659	46909	47159	47409	47659	47909

Calendar Year Salaries

Rank A

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
						Bachelor				+15	+30	+ 45	+ 60
1	41482	41732	41982	42232	42482	42732	42982	43232	43482	43732	43982	44232	44482
2	42392	42642	42892	43142	43392	43642	43892	44142	44392	44642	44892	45142	45392
3	43321	43571	43821	44071	44321	44571	44821	45071	45321	45571	45821	46071	46321
4	44270	44520	44770	45020	45270	45520	45770	46020	46270	46520	46770	47020	47270
5	45239	45489	45739	45989	46239	46489	46739	46989	47239	47489	47739	47989	48239
6	46227	46477	46727	46977	47227	47477	47727	47977	48227	48477	48727	48977	49227
7	47234	47484	47734	47984	48234	48484	48734	48984	49234	49484	49734	49984	50234
8	48261	48511	48761	49011	49261	49511	49761	50011	50261	50511	50761	51011	51261
9	49308	49558	49808	50058	50308	50558	50808	51058	51308	51558	51808	52058	52308
10	50374	50624	50874	51124	51374	51624	51874	52124	52374	52624	52874	53124	53374
11	51459	51709	51959	52209	52459	52709	52959	53209	53459	53709	53959	54209	54459
12	52564	52814	53064	53314	53564	53814	54064	54314	54564	54814	55064	55314	55564
13	53689	53939	54189	54439	54689	54939	55189	55439	55689	55939	56189	56439	56689
14	54833	55083	55333	55583	55833	56083	56333	56583	56833	57083	57333	57583	57833
15	55996	56246	56496	56746	56996	57246	57496	57746	57996	58246	58496	58746	58996
16	57179	57429	57679	57929	58179	58429	58679	58929	59179	59429	59679	59929	60179
17	58382	58632	58882	59132	59382	59632	59882	60132	60382	60632	60882	61132	61382

Salary Schedule Spring 2014 – Fall 2014

Academic Year Salaries

Rank B

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
	Bachelor				+15	+30	+45	+60					
1	32567	32817	33067	33317	33567	33817	34067	34317	34567	34817	35067	35317	35567
2	33267	33517	33767	34017	34267	34517	34767	35017	35267	35517	35767	36017	36267
3	33982	34232	34482	34732	34982	35232	35482	35732	35982	36232	36482	36732	36982
4	34712	34962	35212	35462	35712	35962	36212	36462	36712	36962	37212	37462	37712
5	35457	35707	35957	36207	36457	36707	36957	37207	37457	37707	37957	38207	38457
6	36217	36467	36717	36967	37217	37467	37717	37967	38217	38467	38717	38967	39217
7	36992	37242	37492	37742	37992	38242	38492	38742	38992	39242	39492	39742	39992
8	37782	38032	38282	38532	38782	39032	39282	39532	39782	40032	40282	40532	40782
9	38587	38837	39087	39337	39587	39837	40087	40337	40587	40837	41087	41337	41587
10	39407	39657	39907	40157	40407	40657	40907	41157	41407	41657	41907	42157	42407
11	40242	40492	40742	40992	41242	41492	41742	41992	42242	42492	42742	42992	43242
12	41092	41342	41592	41842	42092	42342	42592	42842	43092	43342	43592	43842	44092
13	41957	42207	42457	42707	42957	43207	43457	43707	43957	44207	44457	44707	44957
14	42837	43087	43337	43587	43837	44087	44337	44587	44837	45087	45337	45587	45837
15	43732	43982	44232	44482	44732	44982	45232	45482	45732	45982	46232	46482	46732
16	44642	44892	45142	45392	45642	45892	46142	46392	46642	46892	47142	47392	47642
17	45567	45817	46067	46317	46567	46817	47067	47317	47567	47817	48067	48317	48567

Calendar Year Salaries

Rank A

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
	Bachelor				+15	+30	+45	+60					
1	42337	42587	42837	43087	43337	43587	43837	44087	44337	44587	44837	45087	45337
2	43247	43497	43747	43997	44247	44497	44747	44997	45247	45497	45747	45997	46247
3	44177	44427	44677	44927	45177	45427	45677	45927	46177	46427	46677	46927	47177
4	45126	45376	45626	45876	46126	46376	46626	46876	47126	47376	47626	47876	48126
5	46094	46344	46594	46844	47094	47344	47594	47844	48094	48344	48594	48844	49094
6	47082	47332	47582	47832	48082	48332	48582	48832	49082	49332	49582	49832	50082
7	48090	48340	48590	48840	49090	49340	49590	49840	50090	50340	50590	50840	51090
8	49117	49367	49617	49867	50117	50367	50617	50867	51117	51367	51617	51867	52117
9	50163	50413	50663	50913	51163	51413	51663	51913	52163	52413	52663	52913	53163
10	51229	51479	51729	51979	52229	52479	52729	52979	53229	53479	53729	53979	54229
11	52315	52565	52815	53065	53315	53565	53815	54065	54315	54565	54815	55065	55315
12	53420	53670	53920	54170	54420	54670	54920	55170	55420	55670	55920	56170	56420
13	54544	54794	55044	55294	55544	55794	56044	56294	56544	56794	57044	57294	57544
14	55688	55938	56188	56438	56688	56938	57188	57438	57688	57938	58188	58438	58688
15	56852	57102	57352	57602	57852	58102	58352	58602	58852	59102	59352	59602	59852
16	58035	58285	58535	58785	59035	59285	59535	59785	60035	60285	60535	60785	61035
17	59237	59487	59737	59987	60237	60487	60737	60987	61237	61487	61737	61987	62237

Salary Schedule Spring 2015 – Fall 2015

Academic Year Salaries

Rank B

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
						Bachelor				+15	+30	+ 45	+ 60
1	33947	34197	34447	34697	34947	35197	35447	35697	35947	36197	36447	36697	36947
2	34647	34897	35147	35397	35647	35897	36147	36397	36647	36897	37147	37397	37647
3	35362	35612	35862	36112	36362	36612	36862	37112	37362	37612	37862	38112	38362
4	36092	36342	36592	36842	37092	37342	37592	37842	38092	38342	38592	38842	39092
5	36837	37087	37337	37587	37837	38087	38337	38587	38837	39087	39337	39587	39837
6	37597	37847	38097	38347	38597	38847	39097	39347	39597	39847	40097	40347	40597
7	38372	38622	38872	39122	39372	39622	39872	40122	40372	40622	40872	41122	41372
8	39162	39412	39662	39912	40162	40412	40662	40912	41162	41412	41662	41912	42162
9	39967	40217	40467	40717	40967	41217	41467	41717	41967	42217	42467	42717	42967
10	40787	41037	41287	41537	41787	42037	42287	42537	42787	43037	43287	43537	43787
11	41622	41872	42122	42372	42622	42872	43122	43372	43622	43872	44122	44372	44622
12	42472	42722	42972	43222	43472	43722	43972	44222	44472	44722	44972	45222	45472
13	43337	43587	43837	44087	44337	44587	44837	45087	45337	45587	45837	46087	46337
14	44217	44467	44717	44967	45217	45467	45717	45967	46217	46467	46717	46967	47217
15	45112	45362	45612	45862	46112	46362	46612	46862	47112	47362	47612	47862	48112
16	46022	46272	46522	46772	47022	47272	47522	47772	48022	48272	48522	48772	49022
17	46947	47197	47447	47697	47947	48197	48447	48697	48947	49197	49447	49697	49947

Calendar Year Salaries

Rank A

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
						Bachelor				+15	+30	+ 45	+ 60
1	44131	44381	44631	44881	45131	45381	45631	45881	46131	46381	46631	46881	47131
2	45041	45291	45541	45791	46041	46291	46541	46791	47041	47291	47541	47791	48041
3	45971	46221	46471	46721	46971	47221	47471	47721	47971	48221	48471	48721	48971
4	46920	47170	47420	47670	47920	48170	48420	48670	48920	49170	49420	49670	49920
5	47888	48138	48388	48638	48888	49138	49388	49638	49888	50138	50388	50638	50888
6	48876	49126	49376	49626	49876	50126	50376	50626	50876	51126	51376	51626	51876
7	49884	50134	50384	50634	50884	51134	51384	51634	51884	52134	52384	52634	52884
8	50911	51161	51411	51661	51911	52161	52411	52661	52911	53161	53411	53661	53911
9	51957	52207	52457	52707	52957	53207	53457	53707	53957	54207	54457	54707	54957
10	53023	53273	53523	53773	54023	54273	54523	54773	55023	55273	55523	55773	56023
11	54109	54359	54609	54859	55109	55359	55609	55859	56109	56359	56609	56859	57109
12	55214	55464	55714	55964	56214	56464	56714	56964	57214	57464	57714	57964	58214
13	56338	56588	56838	57088	57338	57588	57838	58088	58338	58588	58838	59088	59338
14	57482	57732	57982	58232	58482	58732	58982	59232	59482	59732	59982	60232	60482
15	58646	58896	59146	59396	59646	59896	60146	60396	60646	60896	61146	61396	61646
16	59829	60079	60329	60579	60829	61079	61329	61579	61829	62079	62329	62579	62829
17	61031	61281	61531	61781	62031	62281	62531	62781	63031	63281	63531	63781	64031

Salary Schedule Spring 2016 -

Academic Year Salaries

Rank B

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
	Bachelor				+15	+30	+ 45	+ 60					
1	34574	34824	35074	35324	35574	35824	36074	36324	36574	36824	37074	37324	37574
2	35274	35524	35774	36024	36274	36524	36774	37024	37274	37524	37774	38024	38274
3	35989	36239	36489	36739	36989	37239	37489	37739	37989	38239	38489	38739	38989
4	36719	36969	37219	37469	37719	37969	38219	38469	38719	38969	39219	39469	39719
5	37464	37714	37964	38214	38464	38714	38964	39214	39464	39714	39964	40214	40464
6	38224	38474	38724	38974	39224	39474	39724	39974	40224	40474	40724	40974	41224
7	38999	39249	39499	39749	39999	40249	40499	40749	40999	41249	41499	41749	41999
8	39789	40039	40289	40539	40789	41039	41289	41539	41789	42039	42289	42539	42789
9	40594	40844	41094	41344	41594	41844	42094	42344	42594	42844	43094	43344	43594
10	41414	41664	41914	42164	42414	42664	42914	43164	43414	43664	43914	44164	44414
11	42249	42499	42749	42999	43249	43499	43749	43999	44249	44499	44749	44999	45249
12	43099	43349	43599	43849	44099	44349	44599	44849	45099	45349	45599	45849	46099
13	43964	44214	44464	44714	44964	45214	45464	45714	45964	46214	46464	46714	46964
14	44844	45094	45344	45594	45844	46094	46344	46594	46844	47094	47344	47594	47844
15	45739	45989	46239	46489	46739	46989	47239	47489	47739	47989	48239	48489	48739
16	46649	46899	47149	47399	47649	47899	48149	48399	48649	48899	49149	49399	49649
17	47574	47824	48074	48324	48574	48824	49074	49324	49574	49824	50074	50324	50574

Calendar Year Salaries

Rank A

Step	Degree												
	None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180
	Associate					+15	+30	+45	+60	+75	+90	+105	+120
	Bachelor				+15	+30	+ 45	+ 60					
1	44946	45196	45446	45696	45946	46196	46446	46696	46946	47196	47446	47696	47946
2	45856	46106	46356	46606	46856	47106	47356	47606	47856	48106	48356	48606	48856
3	46786	47036	47286	47536	47786	48036	48286	48536	48786	49036	49286	49536	49786
4	47735	47985	48235	48485	48735	48985	49235	49485	49735	49985	50235	50485	50735
5	48703	48953	49203	49453	49703	49953	50203	50453	50703	50953	51203	51453	51703
6	49691	49941	50191	50441	50691	50941	51191	51441	51691	51941	52191	52441	52691
7	50699	50949	51199	51449	51699	51949	52199	52449	52699	52949	53199	53449	53699
8	51726	51976	52226	52476	52726	52976	53226	53476	53726	53976	54226	54476	54726
9	52772	53022	53272	53522	53772	54022	54272	54522	54772	55022	55272	55522	55772
10	53838	54088	54338	54588	54838	55088	55338	55588	55838	56088	56338	56588	56838
11	54924	55174	55424	55674	55924	56174	56424	56674	56924	57174	57424	57674	57924
12	56029	56279	56529	56779	57029	57279	57529	57779	58029	58279	58529	58779	59029
13	57153	57403	57653	57903	58153	58403	58653	58903	59153	59403	59653	59903	60153
14	58297	58547	58797	59047	59297	59547	59797	60047	60297	60547	60797	61047	61297
15	59461	59711	59961	60211	60461	60711	60961	61211	61461	61711	61961	62211	62461
16	60644	60894	61144	61394	61644	61894	62144	62394	62644	62894	63144	63394	63644
17	61846	62096	62346	62596	62846	63096	63346	63596	63846	64096	64346	64596	64846

4. Overload and Summer Session Teaching shall be paid at a rate equal to the corresponding part-time rate for Pool I, viz.:

9/1/11 - \$1246 per contact hour
9/1/12 - \$1265 per contact hour
Spring 2014 - \$1298 per contact hour
Spring 2015- \$1332 per contact hour
Spring 2016- \$1367 per contact hour

There shall be no other payment for rank and/or service supplement.

5. One twenty-sixth (1/26) of each Employee's contract rate shall be paid bi-weekly. Compensation for overload and for the Summer programs shall be in addition to the contract rate. Fringe benefits, as applicable, shall be paid only on the Employee's contract rate.
6. Full-time hourly Learning Lab, Counselor and Librarians' rates, including the Librarians' Weekend rate, will be equal to the lowest part-time rates for the Learning Lab, viz:

Counselor/Librarian/Learning Lab Rates

9/1/2011	\$40.93
9/1/2012	\$41.44
Spring 2015	\$42.59
Spring 2016	\$43.23

7. Full-time Rank B hourly rates, including Rank B summer pay rates, will be equal to the lowest part-time rates for PT Aides (Pool I), viz:

Rank B Rates

9/1/11	\$27.66
9/1/12	\$28.01
Spring 2014	\$28.36
Spring 2015	\$28.79
Spring 2016	\$29.22

8. Procedure to challenge initial step placement, rank and degree and salary, for all newly-hired Full-time Faculty (Ranks V-VIII and Ranks A and B)

All applicants for positions in the Full-time Faculty bargaining unit shall complete the application agreed upon by the Federation and the College which shall contain an electronic link to the Collective Bargaining Agreement and a phone number at which the applicant may contact the Federation. This application form shall include a

statement informing applicants that they have the right to contact the Federation to discuss the salary provisions and working conditions provided in the contract. The College and Federation shall mutually agree on any changes to all application forms, including electronic versions. Neither party shall unreasonably withhold their approval of proposed changes to the application form.

Within 20 days of the return of the signed contract letter hiring an Employee into the bargaining unit, each newly hired Employee and the Federation shall be provided a written explanation of the new FT faculty member's step placement, rank and degree, and salary. The College shall utilize, for Full-Time Faculty hiring, the application form, resume, additional forms for analyzing credentials and experience, and the Step Placement Worksheet for determining step placement and rank. Those completed materials will be provided to the Federation.

If there is a disagreement with respect to the step placement, rank and degree and/or salary, the Federation will provide to the College in writing an explanation stating in detail the area(s) of disagreement. This statement must be provided to the College within 120 days, excluding June, July, and August, of receiving the written explanation described in Section 2 above, or by the end of the semester in which the hiring takes place, whichever is later.

[Note: there will be a transitional period in the implementation of this provision.]

Within 30 days of receipt of the Federation's written explanation, the College must notify the Federation as to whether or not it agrees with the Federation's position, and, if not, what are the areas of disagreement. If the College does not agree with the Federation's position, the College and the Federation shall meet and attempt to resolve the disagreement. If no resolution is reached, the Federation may refer the disagreement, within ten (10) working days of the meeting to an accelerated arbitration process as the exclusive remedy for disputes on initial placement on the salary schedule. The Arbitrator and any successor shall be mutually selected by the Parties to hear all such disagreements and shall serve until either Party withdraws its approval of the particular Arbitrator. A hearing will be held on request by either Party for the purpose of presenting facts relevant to a particular disagreement, and either Party shall have the right to present written arguments to the Arbitrator. The Arbitrator shall be provided the new Full-time Faculty member's application, resume and other completed forms, the collective bargaining agreement, the Step Placement Worksheet, the College's written explanation of the step placement, rank and degree, and salary, the Federation's written statement of the disagreement, and the College's response under Section 4 above. Neither Party may present any other exhibit or document at the hearing unless it has been provided to the other party at least ten working days prior to the hearing. At the request of either Party, a hearing may be postponed for the purpose of examining exhibits or documents that have been provided to one of the Parties less than ten days prior to a hearing date. The decision of the arbitrator must be rendered within 10 days of a hearing or the submission of a disagreement to the Arbitrator, whichever is later.

The Arbitrator's decision shall be final and binding upon the parties and the new faculty member. The Parties shall split the cost of the Arbitrator.

9. The Federation agrees on indemnification language as follows for faculty members hired before the ratification of the 2001-2006 CBA:

The Federation shall indemnify and hold the College, its officers and agents harmless from and against any and all claims, actions, complaints, suits or other forms of liability that arise from action taken by the College for the purposes of implementing placement of faculty members on steps on the salary schedule. Placement of faculty members on steps on the salary schedule shall not be subject to the grievance procedure.

10. Notwithstanding any agreement to the contrary, for the purposes of step placement of Rank V-VIII faculty hired after the ratification of this agreement, non-teaching experience at the College outside the FT Bargaining Unit shall be evaluated by the College, and may be credited for purposes of step placement. If credited, any such experience shall be credited on a 2:1 basis. Such placements shall be considered on a case by case basis. In any case, all Visiting Lecturer experience at the College shall be credited on a 1:1 basis.

11. Notwithstanding any agreement to the contrary, in circumstances, including but not limited to:

- an especially distinguished candidate, or
- a specialty or discipline which has been identified as one in which the college has had difficulty recruiting candidates,

the College has the right to appoint a Rank V-VIII faculty member at any step above the step determined by the salary determination system ("the normal step"). Thereafter, for salary purposes, such faculty member shall receive all increases as if the initial placement was the "normal step." When the College intends to make such a placement, the Federation shall be informed. The College shall not exercise this right in an arbitrary and/or capricious manner.

EXHIBIT "D"

February 9, 2015

Memorandum of Agreement

The following represents an agreement between the Faculty and Staff Federation of Community College of Philadelphia and the Community College of Philadelphia reached by means of discussions in the Joint Curriculum Advising Committee.

The Joint Curriculum Advising Committee herewith adopts the document, "Joint Curriculum Advising Committee Report December 10, 2014" attached hereto.

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

By: /s/ Bridget McFadden Date: 2/9/15

By: /s/ Neil Wells Date: 2/9/15

Community College of Philadelphia

By: /s/ Date: 2/9/15

JOINT CURRICULUM ADVISING COMMITTEE REPORT

December 10, 2014

The Joint Curriculum Advising Committee, composed of members of the College administration and the Faculty and Staff Federation, agree on the following regarding Academic Advising:

Academic Advising: Advising is the process by which faculty assist students in establishing and reviewing students' educational plans. (Curriculum Advising and Academic Advising are interchangeable terms.)

Goals of the academic advising system

We agree that an effective advising system is one in which advisors are able to know their students well, can have meaningful interactions with students, and are equipped to help students identify pathways to academic and social success.

We subscribe to the National Academic Advising Association's definition of academic advising:

Academic advising, based in the teaching and learning mission of higher education, is a series of intentional interactions with a curriculum, a pedagogy, and a set of student learning outcomes. Academic advising synthesizes and contextualizes students' educational experiences within the frameworks of their aspirations, abilities and lives to extend learning beyond campus boundaries and timeframes.

The mission of CCP's Academic Advising system is as follows:

Academic Advising at Community College of Philadelphia supports students' lifelong learning by guiding them, as stated in the College's mission statement, through "greater insight into their strengths, needs, and aspirations". Academic Advising provides students the opportunity to collaborate with a Faculty Advisor to explore academic and vocational goals, and to align these with a curriculum that best meets students' objectives.

Elements of an effective advising system

We agree that the advising system for the College should have the following features:

- Faculty members within a particular program or curriculum are the primary advisors for students in that program or curriculum.
- The advising system provides the means for students to request specific advisors, advisors who are available at a particular time, or advisors from a particular curriculum.
- There is continuity in the assignment of students to advisors, so that students and advisors can develop their relationship over time.
- The advising system provides mechanisms through which advisors can become familiar with the academic curricula for which they advise regarding requirements for the curricula themselves, programs, and individual courses.
- Advisors are provided with the requisite information available to facilitate student referral to other staff and services, as appropriate.
- Appropriate technology is provided to support the advising program, along with adequate training in its use.

Process of Advising

All students are encouraged to make use of the advising system.

Academic advisors assist students in establishing and reviewing students' educational plans in accordance with program and degree requirements. Advisors are not responsible for building student course schedules and registering students for particular sections.

New degree-seeking students will be required to meet with a Counselor or academic advisor prior to registering.

The following population of students will be required to meet with an advisor prior to registering:

- continuing students accepted into select programs
- students enrolled in ESL courses offered by the English Department below English 098-099 or its successor.

The following population of students will be required to meet with a Counselor prior to registering:

- continuing students changing into a non-select curriculum
- readmit students (students returning after two years)
- students on academic probation

Neither degree nor non-degree seeking students in Corporate Solutions programs or dual enrollment programs will be subject to the provisions of the above defined population parameters.

All students (both degree and non-degree) will have the option to see an advisor at their request.

Additional Agreements

1. Academic Advisors must be CCP faculty members (FT or PT/VL).
2. Beyond contractually required advising for Full-time faculty, additional advising hours must be offered first to Full-time faculty members who have submitted an advising approval form to their department head at least 30 days prior to the start of the semester/session. Thereafter, hours are offered to PT/VL faculty members who have submitted an availability notice by the appropriate deadline, on the basis of pool seniority.
3. Beyond contractually required advising for Full-time faculty, determining factors in the selection of academic advisors are as follows:
 - recommendation and approval of Department Head and Dean;
 - completion of all required advisor training and professional development activities;
 - knowledge of CCP academic policies and programs;
 - availability during times needed; and
 - approval of the Office of Academic Advising.
4. Beyond contractually required advising by Full-time faculty, continued eligibility for performing academic advising is dependent on satisfactory performance evaluation.
5. The rate of pay for academic advising on an overload or part-time basis is 1/30 of the appropriate contact hour rate per hour for each clock hour of advising.

6. Faculty may be assigned academic advising at a central location such as the Academic Advising Center. When faculty are given such assignments, they are paid for hours for which they are scheduled, are present in the central location, and are available to see students.
7. When faculty are assigned academic advising outside of a central location such as the Academic Advising Center, they are paid for time spent face-to-face advising students. Advisors may be required to submit a list of the names and identification numbers of students who have been advised each semester.
8. Pursuant to existing contractual language in Article VIII. J., the function of “drop-and-add” is to be considered within the definition of academic advising.
9. The Federation and the Board agree to continue, by mutual agreement, experimental changes in the academic advising workload. Any experimental changes in the academic advising workload shall be mutually agreed upon for a specific period by the Board and the Federation.

EXHIBIT "E"

Guidelines for Faculty Participation in the Life of the College

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

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

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

- A. We expect each faculty member to meet his or her obligations under the Collective Bargaining Agreement.
- B. Unless otherwise required, we encourage each faculty member to:
 - 1. Develop and maintain courses of quality in his or her field of expertise, and to develop and maintain up to date course objectives and course requirements and to make them explicit to students.
 - 2. Keep up to date in his or her discipline and in issues related to teaching.
 - 3. Strive for excellence in teaching and to expect excellence in his or her students.
 - 4. Participate in the department and college-wide activities related to self-improvement evaluation.
 - 5. Cooperate with his or her colleagues by covering classes for them when necessary, and to be available to guest lecture in other classes when his or her expertise is desired.

6. Commit time to working with students outside of class. Use his or her office hours to assist students, and to encourage students to consult with him or her during office hours.
7. Contribute to the development of his or her department, discipline, and the college by being involved with committee work and other activities that will help the college.
8. Contribute to the advancement of community college teaching through research, publications, and presentations at professional meetings.
9. Conduct his or her non-teaching administrative activities a timely and effective manner.
10. Become involved in the academic life of the college by participating in and attending curricular activities beyond the scope of the classroom, and by encouraging students to do the same.

In view of the fact that the activities outlined above require that a faculty member make a substantial commitment of time, each Department Head is encouraged to meet with each faculty member in a timely manner and discuss the faculty member's plans for the forthcoming semester before assigning schedules. Such schedules should reflect the needs of the college as well as the professional needs of the faculty member.

Both the Board and the Federation agree that college faculty gain by being engaged in professional activities outside the college. Recognizing that the faculty member's primary commitment is to the college, outside activities should not interfere with the faculty member's full time commitment to the college.

EXHIBIT "F"

Health and Safety Committee Functions

1. Management Commitment to Workplace Safety and Health

- Establish procedures for review and management's response to minutes.
- Submit written recommendations for safety/health improvement/changes and response.
- Evaluate employer's safety/health policies and procedures. Respond in writing to safety committee recommendations Review corrective action taken by management.

2. Committee Meetings and Employee Involvement

- Establish procedures for employee input, i.e. to receive suggestions, report hazards, and other pertinent safety and health information.
- Include employee agenda items, via Safety Committee membership, for committee meetings.
- Hold monthly meetings. Keep meeting minutes.
- Develop and make available a written agenda for each meeting.
- Take meeting minutes and distribute to management and the safety committee members.
- Include in the meeting minutes all recommendations.

3. Hazard Assessment and Control

- Establish procedures for workplace inspections to identify safety and health hazards.
- Assist the employer in evaluating the accident and illness prevention program.
- Appoint an inspection team of at least one Union employee representative and one College representative, as necessary.
- Conduct workplace inspections at least quarterly.
- Make a written report of hazards discovered during inspections.
- Review corrective measures. Make written recommendation to correct the hazard, and submit it to management for timely response.

4. Safety/Health Planning

- The Health and Safety Committee will review Departmental workplace inspection plans and coordinate their performance on a quarterly basis.
- Develop/establish procedures for an annual review of the College's Health and Safety Committee's effectiveness.

5. Accountability

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

6. Accident/Incident Investigations

- Establish procedures for reviewing reports completed for all safety incidents, including injury, accidents, illnesses and deaths.

- Review these reports so that recommendations can be made for appropriate corrective action to prevent recurrence.

7. Safety/Health Training for Committee Members

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

LETTER OF AGREEMENT

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

Ladies and Gentlemen:

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

1. Wherever the term "Vice President for Academic Affairs" appears in the Labor Agreement, "Vice President for Student Affairs" shall be substituted insofar as counselors are concerned.
2. The term "earned doctorate" as used in the Labor Agreement shall include only the types of degrees included heretofore plus JD/LLB (based on proof satisfactory to the College of the granting of the degree to the Employee).
3. Those lecturers who were made instructors, pursuant to the provisions of paragraph 7 of the separate letter of understanding to the 1972 Labor Agreement, viz.:

"Present lecturers, because of their unique status, shall be made instructors, with no salary increase as the result thereof (unless below minimum) and shall not be entitled to any promotion to any higher rank (including the automatic promotion to Rank VI as specified in Exhibit "A") until the minimum qualifications for that rank have been attained. This shall be without prejudice and will not, in any manner, be considered a precedent for the future."

shall continue to be subject to such provisions.

4. The elimination of the word "normally" immediately before the word "vest" in the first sentence of VI-A-1 shall continue to be without prejudice to the rights of the parties with respect to the hiring of Employees who will not be in departments.
5. Employees may either retain dual titles such as "Developmental/English" or use single-discipline titles, such as "English", at their election.
6. Advisory Committee on Admissions to Nursing Program
 - A. A Faculty Advisory Committee on Admissions to the Nursing Program shall continue and be available for consultation by the Director of Admissions, to interview candidates for admission to the nursing program.
 - B. It is not mandatory for the Advisory Committee or members thereof to interview all applicants for admission to the program.
7. The rejection during the 1975 negotiations of the Union demand for the inclusion of the word "all" preceding the word "recommendations" in Paragraph A of Article XXI shall be without prejudice to the rights of both parties to such entitlement as they have under Article XXI and that the fact of demand and rejection shall not be used by either party at any grievance or other proceeding.

8. 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.
9. With reference to Foreign Language Class sizes, the contents of the letter dated December 27, 1984 attached hereto as Exhibit "A" to this Letter of Agreement shall continue to apply for the term of this Agreement.
10. Regarding the College Calendar (Exhibit B to the Collective Bargaining Agreement) the same may be changed to reflect the implementation of mutually agreed upon ideas regarding in-service activities and/or programs, as needed.
11. a) In the event a provision of the Part-Time/Visiting Lecturer Agreement cannot be implemented without conflicting with this Full-time Faculty Agreement, this Full-time Faculty Agreement shall govern in all respects. Full time Employee departmental rights, as applicable, shall not be affected by anything contained in the Part-time/Visiting Lecturers Agreement, except as specifically stated therein.
b) The parties agree to continue the provisions of the Side Letter of December 12, 1983 (a copy of which is attached as Exhibit "B" to this Letter of Agreement) regarding the incorporation of Article IX of the Part-Time Visiting Lecturers Agreement into the Agreement.
c) The parties agree to incorporate the following provision of the 2001-2006 Part-time Visiting Lecturer Agreement into this agreement:
Consolidation of Part-time Jobs to Full-time Jobs: Effective July 1, 2002, in each regular semester in each department, when the part-time seniority list is exhausted, the number of unassigned sections in each discipline (excluding 10-week sessions, Business & Industry and neighborhood sites) shall be calculated. Provided that s/he is qualified to teach a full load from among the unassigned sections and the sections already assigned to her/him, and it is practicable to do so considering the times and locations of the unassigned sections, for the first 20 uncovered sections in the discipline, the senior person on the department Visiting Lecturer seniority list who has not already been given a Visiting Lecturer position during the semester in question shall be offered a Visiting Lecturer position for that semester and shall teach a full load in that discipline for that semester. If the said senior unassigned person on the department Visiting Lecturer seniority list is not qualified or is otherwise unavailable to accept the Visiting Lecturer assignment described in this paragraph, said Visiting Lecturer position shall be offered in seniority order to others on the department seniority list until the department Visiting Lecturer seniority list is exhausted or until the position is filled. To the extent that the creation of a Visiting Lecturer position pursuant to this section results in the College exceeding the ratio under Article VIII Section O in the Full-time Agreement, the College shall receive credit for such sections in the next semester.
12. An additional full-time librarian shall be authorized to be hired in 1992. (One full-time librarian was hired in March of 1981)

13. The College does not intend to change the present practice pertaining to released time for the Department Head in the Learning Lab.
14. A study committee consisting of an equal number of Employees appointed by the Federation and Administrators appointed by the College shall be convened to study and make recommendations regarding Counseling 101.
15. The college shall not raise the 1990-91 bargaining history regarding the arbitrability of health and safety issues.
16. At least 50% of the credit courses at the regional centers (combined) shall end before Christmas (Fall Semester) and before Summer I (Spring Semester).
17. The alternative pension vehicles adopted pursuant to Article XIII A.11. above as part of CREF transferability option shall be made available for SRA contribution.
18. This Agreement will be changed, if and as necessary, to reflect any agreements reached regarding promotions by the Joint Evaluation Committee.
19. The College will provide an Employee Assistance Program. The parties agree to meet to work out procedures to assure confidentiality of all cases handled by the EAP.
20. 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.
21. The Board will agree to blanket consent in connection with the new Transferability provisions of the Agreement.
22. Payment for unused vacation will be made to such 12-month Employees who retire. The maximum number of paid vacation days at separation is 46 days. (See also paragraph 43 below).
23. The recommendation of the Joint Committee for Alternative Investments, with respect to retirement contributions, heretofore agreed upon in 1987, shall be retained.
24. The Board agrees that twenty-five percent (25%) 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 that College employees shall pay the normal rates of the Child Care Center. Changes to this policy shall be made only by mutual agreement.
25. The Board will make its best effort to supply the Federation with an office comparable in size to BR-62 and BR-63, taken together. N.B. It is understood that the College will not lose a classroom, and that this provision may become applicable only when more space becomes available. The Board shall discuss interim solutions.
26. The Federation will be a party to discussions concerning class size in Creative Writing, Drama and ASL/IE. In the case of Creative Writing, these discussions will take place subsequent to completion of negotiations and in the case of Drama and ASL/IE, subsequent to discussion of program/ curriculum restructuring in the areas of Drama (English 131,132,135,136) and ASL/IE.
27. A committee with an equal number of Employees approved by the Federation and Administrators appointed by the Vice President for Academic Affairs shall make recommendations concerning the responsibilities and compensation of curriculum

coordinators to the Vice President of Academic Affairs not later than December 31, 2009. If the recommendations of the committee are accepted, they will be implemented; and if rejected, the Federation shall have the right to reopen this Agreement with respect to the said responsibilities and compensation. If the Federation does elect to so reopen, those issues may be submitted to binding arbitration, but there shall be no right to strike. The Federation must serve written notice of its intent to reopen within sixty (60) days of its receipt of notice of the rejection.

The final decision concerning the responsibilities and compensation of curriculum coordinators shall be entered into the Contract as a new section H of Article XVI (with the following articles re-lettered as necessary).

28. The College shall not raise in any arbitration the 1997-98 bargaining history concerning class sizes of sections offered by distance learning.
29. The existing Joint Curriculum Advising Committee shall make a recommendation to the Vice President for Academic Affairs by 12/31/98, and if s/ he agrees, it will be implemented. If s/he does not agree, or if there is no report, the College shall have the right to implement the decision of the Vice President for Academic Affairs, and the Federation shall have the right to arbitrate his/her decision. Except as stated herein, this agreement shall not constitute a precedent for either party, and/or it is without prejudice to the Federation's rights under Article XVIII, Section B hereof.
30. A joint subcommittee of the Technology Coordinating Committee shall study appropriate class size for distance learning courses (other than TV courses) and shall make a recommendation to the TCC by December 31, 2003.
31. It is hereby agreed by and between the College and Federation that no proposal made in the negotiations by either party or any discussion or negotiation which culminated in the current collective bargaining agreement may be asserted in any forum by either party in support of any position, or be admitted as evidence, with respect to the arbitrability of any disputes arising from the Memorandum of Agreement executed by the parties this date [October 1, 2002].

In addition the parties agree to the same mutual non-reprisal language that has been used in past negotiations.

32. The Board and the Federation agree that no reprisals whatsoever, economic or non-economic, will be imposed by or against any employee on account of activities or lack of activities relating to the recent contract negotiations.

The Board and the Federation agree that no employee will be punished or rewarded, discriminated against or harassed because of activities or lack of activities related to these negotiations.

No record or notation concerning activities in support of or in opposition to either party to these negotiations shall be entered in the personnel files of any employee of the College.

33. Regarding the grievance concerning the incorrect payment to Baker, Tagliareni, and Zelitch, the College administration agrees to make the Employees whole, pending the confirmation of data for Tagliareni.
34. The 2005-06 target salaries of Margaret Hitczenko and Allene Murphey will be adjusted to reflect additional years of experience, and they shall be made whole for the period including the 2001-02 through 2005-06 academic years.
35. If the Federation presents to the College administration a ruling from the Internal Revenue

Service that promotion bonuses may be donated to the Community College of Philadelphia Foundation without tax consequences to the College or the Employee, the College administration will institute a procedure for such donations.

36. If the Federation makes arrangements for employee-paid long term care insurance, the College administration will make payroll deduction available, if necessary.
37. The Board and the Federation will discuss a set of incentives to encourage Employees to participate in the existing Human Resources Wellness Programs, and in other similar programs.
38. The College administration will make arrangements for Flexible Spending Accounts to be available for parking charges.
39. To the extent permitted by providers, the College administration shall make available the full range of investment options in TIAA-CREF and Fidelity. Other options shall be offered as mutually agreed.
40. The Federation shall be informed of each adjustment made in the salary of a Full-time faculty member as a result of salary corrections and back pay settlements.
41. The administration will assume administration of Part-time medical benefits, in consideration for which the Federation will pay \$20,000 per year, beginning September 2007 for the Fall semester. The Federation agrees to provide transitional assistance in this process. No aspect of the College's performance of administrative services previously performed by the Federation shall be subject to the grievance and arbitration provisions of this Agreement.
42. The College agrees to include in its next RFP for telecommunication service a request for a discounted rate for home Internet access for Employees. Bids for telecommunication service will not be rejected only because they do not include such a discount or because another provider provides a better bid on home access discount rates.
43. Settlement Agreement on 12-month religious holidays and vacation accrual, including awarding of personal days

MEMORANDUM OF AGREEMENT

The following represents an agreement between the Faculty and Staff Federation of Community College of Philadelphia and the Community College of Philadelphia in settlement of a grievance filed by the Federation on October 18, 2004.

1. The College administration will grant paid leave for religious holidays to the following FT Faculty who have taken such paid holidays during 2003-2004, 2004-2005, and 2005-2006 (prior to the date of this agreement): 12-month FT and VL faculty, including Rank A faculty; academic year Learning Lab faculty and academic year Counselors; and Rank B faculty. Therefore, any of these employees who were required to use a vacation day for a religious holiday that they took in 2003-2004, 2004-2005, and 2005-2006 will have this vacation day(s) restored.
2. Commencing September 1, 2004, paid leave will no longer be allowed for religious holidays.

3. It is recognized that the College benefits from a policy that allows faculty to be absent occasionally for personal reasons. Therefore, commencing September 1, 2005, all 12-month FT and VL faculty specified in paragraph 1, above, will be granted two (2) Personal Days per year, and all academic year 35-hour or 37.5 hour per week FT and VL faculty will be granted a proportional number of the two Personal Days prorated for the amount of the 12-month year worked. Personal Days will be computed in terms of hours, as follows:
 - Calendar year faculty – 35 hours per week 14 hours
 - Calendar year faculty – 37.5 hours per week 15 hours
 - Academic year faculty – 35 hours per week 9 hours
 - Academic year faculty – 37.5 hours per week 9 hours
4. Personal time normally requires supervisory approval, which may not be unreasonably withheld. Personal time does not require prior supervisory approval if taken in emergency situations. If an Employee has not taken his/her personal days or any part thereof, by April 1 in the case of these faculty who work on an academic year basis, or by August 1 in the case of these faculty who work on a 12-month basis, because of previous denials by supervisor, such employee may take his/her leave in April or August, at any time upon giving the supervisor one (1) day's prior notice. Personal days cannot be carried over from year to year.
5. The Federation will agree to the change in procedure by which 12-month FT and VL faculty earn, and take, vacation days. These employees will accrue two days of vacation each month to a total of 23 vacation days per year. They will be allowed to borrow vacation time in advance, if approved by the Dean and Department Head; such approval shall not be unreasonably withheld.
6. The Federation will withdraw its grievance of October 18, 2004, on the violation of past practice in allowing absences for religious holidays.
44. Effective with the end of the Fall 2007 semester, the College shall no longer be responsible for sponsoring the Federation email discussion list. The Federation will continue to have access to College systems to communicate Federation business to the bargaining units.
45. See attached "Settlement Agreement – Medical Benefit Payments for Full- time Retirees Working as Part-time Faculty" of March 27, 2001.
46. In the event that the College's total combined operating purposes funding from the Commonwealth of Pennsylvania and funding from the City of Philadelphia decreases by 2% or more from the previous fiscal year, after notice and consultation with the Federation, the College may take one or more of the following actions without further bargaining with the Federation:
 1. 2-semester relief from ratio
 2. 1-year relief from sabbatical requirementIn no event shall the savings from the College's actions exceed the amount of the funding decrease.
47. By accepting an assignment to teach an offering provided to an outside client which is open only to the employees or members of that client, the faculty member agrees not to solicit or

accept employment from that outside client to teach the same offering for the outside client independently of the employment arrangement between the faculty member and the College. This restriction will apply for twenty-four months after the last day of class and will only apply to a specific client for whom the teaching was done. The College will inform each faculty member of the provision in this paragraph each time that a faculty member is assigned to a course that falls under the provisions of this paragraph.

48. In the negotiations for the 2011-2016 CBA, the parties agreed that the following statement would be included in Article VII the CBA: "The faculty member will submit a statement of at least two pages, listing his/her pre-tenure accomplishments and documenting fulfillment of all contractual obligations, as well as satisfying annual evaluation requirements under the College-wide criteria and as outlined in the department evaluation plan." The parties, however, disagree on what the effect would be, if any, of noncompliance with this provision, in whole or in part, on the faculty member. The parties do not waive their respective positions on this issue.

Please signify your approval of the foregoing by signing, dating and returning a copy of this letter.

Very truly yours,

COMMUNITY COLLEGE OF PHILADELPHIA

By Donald J. [Signature]

Date 2-9-15

AGREED TO AND APPROVED

THE FACULTY AND STAFF FEDERATION OF COMMUNITY COLLEGE OF
PHILADELPHIA, LOCAL 2026, AFT, AFL-CIO

By Bridget M. [Signature]

Date 2/9/2015

By Neil R. Wells

Date 9 Feb 2015

EXHIBIT "A"
(TO LETTER OF AGREEMENT)

December 27, 1984

MEMORANDUM

To: William Baker

From: /s/ Raymond A. Pietak

Subject: Foreign Languages--Class Size

As per our discussion. I am asking Barbara Jacobs to change the limit of all foreign language courses to twenty-five on a two-semester experimental basis. This will give us an opportunity to see whether the courses become more evenly balanced in terms of student numbers. We are doing this with the understanding that if a given section of a course at a particular time reaches the maximum--we will not open another section at that time, but will make every attempt to counsel students into existing sections at other times. This also means that we will not increase the number of students in a section beyond twenty-five unless all the other section seats of this course have been completely filled. It is my understanding that if all the sections of a particular course have reached twenty-five, we will then entertain increasing the class size to either twenty-six or twenty-seven in order to avoid opening another section which may result in a very low enrollment.

Please let me know if you have any problems with the above. If you do, we should sit down and talk some more.

RAP:dt

cc: Barbara Jacobs

EXHIBIT "B"
(TO LETTER OF AGREEMENT)

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

Ladies and Gentlemen:

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

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

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

Very truly yours,

COMMUNITY COLLEGE OF PHILADELPHIA

By: Robert S. King

AGREED TO AND APPROVED

Faculty Federation of CCP,

Local 2026

By: /s/ Richard D. Keiser

By: /s/ Marsha Ostroff

DATE: December 12, 1983

EXHIBIT "D"

(TO LETTER OF AGREEMENT)

SETTLEMENT AGREEMENT MEDICAL BENEFIT PAYMENTS
for
FULL-TIME RETIREES WORKING AS PART-TIME FACULTY

This will confirm the agreement between the parties which was reached at a meeting in January, 1999.

For any retired Full-time Faculty member who returns to work as a part-time faculty member, the College will waive medical benefits premiums for the retired employee and spouse. "Medical benefits" shall include Blue Cross, Blue Shield, Major Medical, Dental, and Prescription Drug, or their equivalent with another carrier.

The parties agreed, in January 1999, to implement this agreement as soon as possible.

FACULTY FEDERATION OF THE
COMMUNITY COLLEGE OF PHILADELPHIA,
Local 2026 of the American Federation of Teachers, AFL-CIO

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