

Community  
College  
*of* Philadelphia

**FULL-TIME FACULTY**

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**COMMUNITY COLLEGE OF PHILADELPHIA**

**and**

**THE FACULTY AND STAFF FEDERATION OF COMMUNITY COLLEGE OF  
PHILADELPHIA LOCAL 2026**

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

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



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This Agreement made and entered into this 26<sup>th</sup> day of July, 2022 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 provide payroll dues deductions in accordance with the law and a list provided by the Federation of all Employees who have authorized dues and/or other deductions. The Federation shall maintain

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

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

E. The Board agrees to deduct, in semi-monthly or biweekly installments from the salaries of Employees who have duly authorized such deductions in writing, contributions to the Federation's Political Action Fund, and to remit same to Federation no later than fifteen (15) days after such deductions are made, together with a list containing the names of Employees from whom the deductions are made and the amount deducted from each, as well as the names of those who had authorized deductions but for whom no deductions have been made.

F. 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

The operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and its President and their duly designated representatives. Nothing herein stated shall

be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania.

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

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

The enumeration of the management rights above or certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges and responsibilities of faculty members to participate in the formulation and recommendation of educational policies and procedures within the College and as provided in Article 20 "Changes in Institutional Structure" and Article 21, "Institutional Participation."

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 General Counsel.

(2) Four times each year the Board shall give to the Federation a list of the names, employee identification number, College e-mail 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 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 cooperate 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 Director of Diversity, Equity & Inclusion shall be a voting *ex officio* member of all Hiring Committees.

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

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

(f) 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 and Student Success and, finally, of the President.

(g) 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.

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

(4) Subject to the provisions of sub-paragraph (1) and (3), 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.

(5) Subject to the provisions of sub-paragraph (1) and (3) 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.

(6) Subject to the provision of subparagraph (3) above, Professors achieve tenure upon being appointed for a fifth (5th) year.

(7) 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



All full-time faculty must select a type of contract for the Fall & Spring Semesters (their Academic Year Contract) by May 1, 2019, or upon hire if hired after May 1, 2019, in accordance with the workload options outlined below. Once faculty select a workload option, they cannot decrease their workload option for the remainder of their employment with the College. Faculty may increase their workload to a higher workload option with the approval of the Vice President of Academic & Student Success.

(1) (a) For all Employees hired prior to May 1, 2019 in disciplines listed in this section, course load options shall be 24 credit hours, 27 credit hours or 30 credit hours for the academic year, with three (3) contact hours being equal to two (2) credit hours for laboratories and culinary art cooking courses. For all Employees hired after May 1, 2019 in disciplines listed in this section, course load options shall be 27 credit hours or 30 credit hours for the academic year, with three (3) contact hours being equal to two (2) credit hours for laboratories and culinary arts cooking courses.

ARCHITECTURE, DESIGN, AND CONSTRUCTION (ADC)  
APPLIED ENGINEERING & TECHNOLOGY (AET)  
AUTOMOTIVE TECHNOLOGY (AT)  
BIOMEDICAL EQUIPMENT TECHNICIAN (BMET)  
CHEMISTRY (CHEM)  
COMPUTER INFORMATION SYSTEMS (CIS)  
COMPUTER SCIENCE (CSCI)  
CULINARY ARTS (CULA)  
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.

(b) For all Employees hired prior to May 1, 2019 in disciplines listed in this section, course load options shall be 24 credit hours or 30 credit hours for the academic year with three (3) contact hours being equal to two (2) credit hours for laboratories. For all Employees hired after May 1, 2019 in disciplines listed in this section, course load options shall be 30 credit hours for the academic year with three (3) contact hours being equal to two (2) credit hours for laboratories.

BIOLOGY (BIOL)

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 all Employees hired prior to May 1, 2019 in disciplines listed in this section, course load options shall be 24 credit hours, 27 credit hours or 30 credit hours for the academic year with three (3) contact hours

being equal to (2) credit hours for laboratories. For all Employees hired after May 1, 2019 in disciplines listed in this section, course load options shall be 27 credit hours or 30 credit hours for the academic year with three (3) contact hours being equal to two (2) credit hours for laboratories.

ACCOUNTING (ACCT)  
AMERICAN SIGN LANGUAGE (ASL)  
ANTHROPOLOGY (ANTH)  
ART (excluding studio courses) (ART) ASL/ENGLISH INTERPRETING (INT)  
BLACK STUDIES (BLAS)  
BEHAVIORAL HEALTH/HUMAN SERVICES (BHHS)  
BUSINESS LEADERSHIP (BUSL) COMPUTER FORENSICS (CF)  
CRIMINAL JUSTICE (CJ) DIGITAL FORENSICS (DF) COUNSELING (COUN)  
EARTH SCIENCE (EASC)  
ECONOMICS (ECON)  
EDUCATION (ED)<sup>3</sup>  
FASHION MERCHANDISING AND MARKETING (FMM)  
FINANCE (FIN)  
FIRE SCIENCE (FSCI)  
FOUNDATIONAL MATHEMATICS (FNMT) 1  
GENDER STUDIES (GS)  
GEOGRAPHIC INFORMATION SYSTEMS (GIS)  
GEOGRAPHY (GEOG)  
HEALTH (HLTH)  
HISTORY (HIST)  
HUMANITIES (HUM)  
INTERDISCIPLINARY STUDIES (IDS)  
LEADERSHIP (LEAD)  
MANAGEMENT (MNGT)  
MARKETING (MKTG)  
MATHEMATICS (MATH)<sup>1</sup>  
MUSIC (MUS)<sup>2</sup>  
PARALEGAL STUDIES (PLS)<sup>3</sup>  
PHILOSOPHY (PHIL)  
POLITICAL SCIENCE (POLS)

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

<sup>2</sup> 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 shall be paid at the applicable contact hour rate.

<sup>3</sup> In PLS 111 and PLS 112, the number of students in a class shall not exceed a maximum of 25. In the successors to ECE 195, ECE 196, ECE 253 and ECE 296, 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.

PSYCHOLOGY (PSYC)  
REAL ESTATE (RE)  
RELIGIOUS STUDIES (RS)  
SOCIOLOGY (SOC)  
TOURISM AND HOSPITALITY MANAGEMENT (THM)

For the disciplines listed in this section (2), the number of students in a class shall not exceed a maximum of 36 students.

(3) (a) For all Employees hired prior to May 1, 2019 in disciplines listed in this section, course load options shall be 30 contact hours or 36 contact hours for the academic year. For all Employees hired after May 1, 2019 in disciplines listed in this section, course load shall be 36 contact hours for the academic year.

ART (STUDIO COURSES AND CERAMICS)

(b) For all Employees hired prior to May 1, 2019 in disciplines listed in this section, course load options shall be 30 contact hours, 33 contact hours or 36 contact hours for the academic year. For all Employees hired after May 1, 2019 in disciplines listed in this section, course load options shall be 33 contact hours or 36 contact hours for the academic year.

PHOTOGRAPHIC IMAGING (PHOT)

(c) For all Employees hired prior to May 1, 2019 in disciplines listed in this section, course load options shall be 24 contact hours, 27 contact hours or 30 contact hours per academic year for those faculty who teach lectures only, or 30 contact hours, 33 contact hours, or 36 contacts per academic year for those faculty who teach a combination of modes (lecture, laboratory, clinical). For all Employees hired after May 1, 2019 in disciplines listed in this section, course load options shall be 27 contact hours or 30 contact hours per academic year for those faculty who teach lectures only, or 33 contact hours or 36 contacts per academic year for those faculty who teach a combination of modes (lecture, laboratory, clinical).

ALLIED HEALTH (AH)  
DENTAL HYGIENE (DH)  
DIAGNOSTIC MEDICAL IMAGING (DMI)  
NUTRITION (NUTR)  
MEDICAL ASSISTING (MA)  
MEDICAL LABORATORY TECHNICIAN (MLT)  
OPHTHALMIC (OPH)  
PUBLIC HEALTH (PH) RESPIRATORY CARE TECHNOLOGY (RESP)

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

All Lecture			
Workload	24 contact hours (all lecture) <b>(*Not available for Employees hired after May 1, 2019)</b>	27 contact hours (all lecture)	30 contact hours (all lecture)
Semester 1	12 contact hours (all lecture)	15 contact hours (all lecture)	15 contact hours (all lecture)
Semester 2	12 contact hours (all lecture)	12 contact hours (all lecture)	15 contact hours (all lecture)
	Receives 24 credit/30 contact hour salary	Receives 27 credit/33 contact hour salary	Receives 30 credit/36 contact hour salary

or

Combination of lecture, lab and/or clinical each semester			
Workload	30 contact hours (combination lecture, lab and/or clinical) <b>(*Not available for Employees hired after May 1, 2019)</b>	33 contact hours (combination lecture, lab and/or clinical)	36 contact hours (combination lecture, lab and/or clinical)
Semester 1	15 contact hours (combination of lecture, lab and/or clinical)	18 contact hours (combination of lecture, lab and/or clinical)	18 contact hours (combination of lecture, lab and/or clinical)
Semester 2	15 contact hours (combination of lecture, lab and/or clinical)	15 contact hours (combination of lecture, lab and/or clinical)	18 contact hours (combination of lecture, lab and/or clinical)
	Receives 24 credit/30 contact hour salary	Receives 27 credit/33 contact hour salary	Receives 30 credit/36 contact hour salary

or

It is possible to have one semester all lecture and the other semester a combination of lecture, lab and/or clinical.

Lecture only one semester and Lecture, lab and/or clinical combination other semester			
Workload	<b>Not available for Employees hired after May 1, 2019</b>		
Semester 1	12 contact hours (all lecture)	12 contact hours (all lecture)	15 contact hours (all lecture)
Semester 2	15 contact hours (combination of lecture, lab and/or clinical)	18 contact hours (combination of lecture, lab and/or clinical)	18 contact hours (combination of lecture, lab and/or clinical)
	Receives 24 credit/30 contact hour salary	Receives 27 credit/33 contact hour salary	Receives 30 credit/36 contact hour salary

(d) For Employees in disciplines listed in this section, course load shall be 30 contact hours

NURSING (NURS) The total workload for the year shall be computed as follows:

30 contact hours	Combination of lecture, lab and/or clinical each semester
Receives the 24 credit/30 contact hour salary	

For those disciplines specified in this paragraph (3) that meet 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 all Employees hired prior to May 1, 2019 in disciplines listed in this section, course load options shall be 24 credit hours, 27 credit hours or 30 credit hours for the academic year. For all Employees hired after May 1, 2019 in disciplines listed in this section, course load options shall be 27 credit hours or 30 credit hours for the academic year.

ENGLISH (ENGL)  
WORLD LANGUAGES

For these disciplines, the number of students in a class shall not exceed 32 students, (as more fully specified as to world languages in Exhibit "A" to the Letter of Agreement, attached hereto and made a part hereof), except that for English 101, 109, 125, the maximum number shall be 23 and for 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 Chairperson.

The committee shall meet and discuss the program and advise the respective bargaining teams of the College and the Federation 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 as an 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 except for office hours for those teaching in the Allied Health Programs, which shall be a minimum of five (5) per week. Office hours for each such Employee shall be held on at least three (3) separate workdays 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, that, 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 24 credit/30 contact hour workload 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 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 24 credit/30 contact hour workload contract.

Librarians will work thirty-five (35) hours per week. Each Librarian will be available during extended day hours for 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. Part 1. - 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 24 credit/30 contact hour workload 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 upon by the College and the Employee.

(3) Learning Lab Full-Time Faculty shall work thirty-five hours per week. Learning Lab Full-Time Faculty shall be assigned twenty-five (25) hours per week for direct student contact, normally over a period of five days. They shall also fulfill five (5) hours per week on campus in student success and retention activities or in activities to be developed by the Department faculty and approved by the Department Head. The five (5) hours not assigned shall be devoted to professional activities, which may take place on or off campus at the discretion of the Learning Lab Full-Time Faculty and in consultation with the Learning Lab Department Head.

(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.

E. Part 2. - Advisors

Rank, salary, and tenure for Advisors shall be assigned on the same basis as is the case with teaching faculty, with the understanding that each year of professional experience for Advisors equals one year of teaching experience.

The Advisors shall be considered as constituting a department for the purposes under the Agreement, and the Department Head shall be entitled to a minimum of twenty-five (25%) percent released time for administrative duties. Advisors will work a twelve (12) month contract, starting September 1, including a vacation of one (1) month's time, which, at the discretion of Advisors need not be consecutive. The scheduling of specific vacation periods shall be mutually agreed upon by the Advisors, the Department Head and the appropriate Dean. In addition, Advisors shall be entitled to five (5) normal working days off during the mid-year break provided that the Advising Center is properly staffed. The Department Head may require Advisors to schedule these five (5) working days off at other times than the mid-year break.

Advisors shall work thirty-five (35) hours per week over a period of five (5) days, which need not be consecutive, Monday through Saturday. Each Advisor will be available to work for only one (1) full evening per workweek unless additional evening work is arranged with the mutual consent of the Advisor and the Department Head. By mutual consent between an Advisor and the Department Head, and with at least seven (7) calendar days' notification prior to the assignment, or shorter if mutually agreed, an Advisor may be given an assignment at a campus location other than his/her normal campus location for up to one hundred eighty (180) days in a year, and the Advisors will not withhold consent to this assignment unreasonably. Subject to satisfactory staffing arrangements, Advisors 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, Advisors may be offered overload teaching by other departments in disciplines for which they are qualified.

F. Pre-Retirement Work Load Option

The half-time Pre-Retirement Workload Option ("PRWL 50% Option") was eliminated effective with the start of the 2019-2020 Academic Year. The options for full-time faculty who were on the PRWL 50% Option or who had elected the PRWL 50% Option as of April 4, 2019 are reflected in a Settlement Agreement dated May 16, 2019 between the College and the Federation.

- (1) Intentionally Left Blank.
- (2) Intentionally Left Blank.
- (3) 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 the Pre-Retirement Work Load Option (Step-Down) 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. Each such Employee shall be paid the percentage of the salary s/he otherwise would have been eligible to receive as noted in Section (3) above but the Board shall provide all fringe benefits to which the Employee otherwise would be entitled at no cost to the Employee. Employees on the Pre-Retirement Work Load Option (Step-Down) will not be eligible for Long Term Disability (LTD) or Accidental Death and Dismemberment (ADD). Twelve (12) month Faculty on the Pre-Retirement Step Down Workload Option will accrue leave time (vacation, personal, and intersession days) based on the percentage of the normal workload each such person is scheduled to work (i.e., 75%, 50% or 25% of the regular vacation, intersession, or personal day accrual). Twelve-month Faculty on the Preretirement Workload Option (Step-Down) will be charged a percentage of two (2) vacation, intersession, or personal days during the winter break, based on the percentage of the normal workload each such person is scheduled to work. For example, if a twelve-month faculty member is at the 50% annual workload level, he or she will be charged 50% of two (2) days of vacation, intersession, or personal days, or the equivalent of one day. Faculty may retain accrued vacation time earned prior to taking the pre-retirement workload option in as much as the total past and continued accrual does not exceed 46 days. 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 (Step-Down) becomes effective. An Employee who elects the Pre-Retirement Work Load Option (Step-Down) shall remain a full-time Employee for purposes of this and all other agreements between the Federation and the College. Employees on the Pre-Retirement Work Load Option (Step-Down) cannot work overload courses.

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%), 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.

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 and Student Success. 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 and Student Success 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.

Employees other than credit teaching Faculty on released time or otherwise being excused from regular hours to perform Federation work (i.e. Classified Co-Chairs enforcement time) must report any time off from their regular work schedule for Federation activities to their supervisors on a weekly basis.

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, or
- (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 and Winter Teaching: Employees may teach up to three (3) overload courses per Summer session and one (1) overload course in Winter Term provided that 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) Subject to availability, all Employees (except faculty on Pre-Retirement Work Load Option (Step Down)) may work up to one overload course in any regular semester (i.e. Fall and Spring semesters) 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, Winter, 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) Employees' contractual workload should be balanced across semesters in accordance with the workload options available for their discipline.

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 that 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 that attendance is voluntary.

An Employee for good cause shown shall be excused by the Vice President for Academic and Student Success 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 a 24 credit/30 contact hour 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 and Student Success, as applicable. Interested and 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 so that their student credit hour contribution will equal sixty-four (64%) of the mean total student credit hours taught in the Fall and Spring semesters of the two prior academic years.

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

(2) Calculation Parameters:

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

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

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

(c) Visiting Lecturers (including Diversity Fellows on VL assignment) will be credited in calculation based on their contracted workload for Visiting Lecturer for the Fall and Spring Semester(s). Visiting Lecturers shall work a 12 credit-hour equivalent per semester except Studio Art Faculty who will work 18 contact hours and be credited with a 15 student credit hour contribution.

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

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

(f) A pro-rated adjustment to the student credit hours that are credited toward the computed count of full-time faculty student credit hours as determined in Section 2(a)(b) (c) and (d) will be made for

faculty on released time (provided, however, that for the additional curriculum coordinators on released time provided in accordance with Article XVI (H)(1)(b), their released time counts toward the full-time student credit hour contribution for the full-time faculty ratio). 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.

(g) The count of full-time faculty student credit hours in a semester shall include all full-time faculty student credit hours as of the first day of the semester and any Visiting Lecturer student credit hours created after the first day of the term provided that the Visiting Lecturer is not replacing previously counted full-time faculty student credit hours. The ratio applies to courses taught in the Fall and Spring semesters of the Academic Year and does not apply to Summer or Winter terms. For the purpose of this section (Article VIII. O)., all calculations of full-time faculty student credit hours, including the required number, the computed count in a semester, the surplus and the deficit, shall be made to the nearest tenth.

(3) Surplus and Deficit:

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

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

(4) Ratio Report:

(a) The College will submit a semester report to the Federation on the Ratio not more than 60 days after the end of 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 full-time faculty and their contracted load student credit hour contribution; 3) a list of faculty with released time indicating the number of credit hours of released time for each faculty member (provided however that the additional curriculum coordinators on released time in accordance with Article XVI, H. (1)(b) will be listed in this report but their released time will count toward their full-time faculty student credit hour contribution for the full-time faculty ratio); 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 student credit hours 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.

P. Effective October 2019, all Full-Time Faculty (other than credit teaching faculty) must comply with the College's electronic time and attendance system. This system will require employees who previously submitted weekly attendance sheets of their daily attendance to do so electronically. It will also require any faculty electing an additional hourly assignment, academic year instructional aides working additional hourly assignments in the summer or Full-Time Faculty working additional part-time advising assignments, to comply with any log in and out procedures of the College's electronic time-keeping system for all hours worked.

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, Tenured Employees who are qualified shall have the right to fill any such vacancy and/or opening based on seniority. Non-Tenured, Tenure-Track Employees who are qualified shall have the right to fill a vacancy and/or opening in a newly created department at the time of its creation based on seniority

provided, however, that any Non-Tenured Employee must satisfactorily complete at least two years in the new department before being eligible for Tenure.

(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 that 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 shall 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 and Student Success, 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 as well as 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 2016-2017, 2018-2019, 2019-2020, 2020-2021, and 2021-2022, 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. 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; and
- (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. 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 such 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 in any year to four (4%) percent of the "faculty" (all Ranks V through VIII personnel, including Department Heads).

(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 that 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 that 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 that 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; failure to accept will be considered a declination). In no event will the 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 that 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) The 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. Effective for the Academic Year 2019-2020, the College shall provide an additional \$15,000 to be used for conferences where diversity and inclusion recruiting may be accomplished. 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. Each September, the Employees of each division shall elect 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 1<sup>st</sup>. The Committee shall announce the schedule of disbursements for travel by November 15<sup>th</sup>, and 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 and Student Success 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 and Student Success. Only those Employees who have been employed for at least three (3) consecutive years shall be eligible for such leaves provided, however, that 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 and Student Success rejects a favorable recommendation of the Department Head and of the Dean, the Vice President for Academic and Student Success 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; or

(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 that 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;

(ii) Active work in the field of education; or

(iii) 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.

(1) Medical Surgical Coverage<sup>4</sup>

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

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

(i) Payment toward Cost of Personal Choice PPO Coverage

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

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

a. Annual Base Salary Band 1 (\$0 – \$39,999) - \$0

b. Annual Base Salary Band 2 (\$40,000 – 59,999) - \$192 contribution for Employee only, \$288 contribution for Employee/Spouse or Employee/Child, \$384 contribution for Family

c. Annual Base Salary Band 3 (\$60,000 – 79,999) \$269 contribution for Employee only, \$404 contribution Employee/Spouse or Employee/Child, \$538 contribution Family

d. Annual Base Salary Band 4 (\$80,000 – \$99,999) \$377 contribution for Employee only, \$566 contribution for Employee/Spouse or Employee/Child, \$754 contribution for Family

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<sup>4</sup> 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 and obtain Medicare Parts "A" and "B".

e. Annual Base Salary Band 5 (over \$100,000) \$528 contribution for Employee only, \$792 contribution for Employee/Spouse or Employee/Child, \$1056 contribution for Family

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

a. Annual Base Salary Band 1 (\$0 – \$39,999) - \$0

b. Annual Base Salary Band 2 (\$40,000 – 59,999) - \$312 contribution for Employee only, \$468 contribution Employee/Spouse or Employee/Child, \$624 contribution for Family

c. Annual Base Salary Band 3 (\$60,000 – 79,999), \$437 contribution for Employee only, \$656 contribution Employee/Spouse or Employee/Child, \$874 contribution for Family

d. Annual Base Salary Band 4 (\$80,000 – \$99,999) \$612 contribution for Employee only, \$918 contribution Employee/Spouse or Employee/Child, \$1224 contribution for Family

e. Annual Base Salary Band 5 (over \$100,000) \$857 contribution for Employee only, \$1286 contribution Employee/Spouse or Employee/Child, \$1714 contribution Family

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

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

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

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



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

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

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

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

Presently, the dental coverage supplied by Delta Dental includes:

Dental Services	Paid by Delta	Paid by Patient
Diagnostic	100%	0%
Preventive	100%	0%
Basic Restorative	100%	0%
Oral Surgery	100%	0%
Endodontic	100%	0%
Periodontic	50%	50%
Major Restorative	100%	0%
Prosthodontic	50%	50%
Denture Repair	100%	0%
Orthodontics	50%	50%

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

Disabled adult dependent children are eligible for dental care under the program regardless of age. Orthodontics is a benefit for dependent children to age 19.

(5) Medical Insurance for Retirees:

Subject to the specific provisions in Article XIII (A)(10) below, Employees shall be eligible for post-retirement healthcare benefits as set forth in the chart below:

Group 1	Employees who retire from the College on or before December 31, 2020 who meet “the Rule of 77”, i.e., are at least sixty-two (62) years of age with at least ten (10) years of full-time service at the College where the Employee’s age plus years of full-time service with the College equal at least seventy- seven (77).	Eligible for all medical, dental, and prescription drug insurance coverage (including dependent coverage) that is available to regular full-time faculty through the end of the appointment year in which they attain age 65. Retirees may retain their PPO or HMO coverage with no contribution toward premium/premium equivalent through the end of the appointment year in which they attain age 65. Once the retired employee is 65/eligible for Medicare, the retired employee shall transition to Medicare and may elect which, if any, additional coverage provided by the College is desired for the retiree and his/her dependents, including supplemental medical insurance (Medigap), prescription and dental insurance coverage. The cost of additional insurance coverage selected by the retiree, beyond Medicare, is to be equally shared by the retiree and the Board. The cost of Medicare (Employee and Spouse), if any, shall be paid by the College provided that the Medicare cost paid by the College shall be the lesser of the Medicare Part B rate the retiree is actually charged or the published Medicare Part B rate in effect each year. (Note: In order to ensure that the Retiree has continuous medical coverage and does not incur any penalties, Retirees should carefully review the time periods to sign up for Medicare and ensure they sign up at a time that will allow them to maintain continuous medical coverage. If they do not sign up within their eligibility window around their 65 birthday, there may be a gap before they are eligible for Medicare again and they may otherwise receive penalties. Retirees are responsible for any penalties. If the Retiree signs up for Medicare before the end of the appointment year in which the Retiree attains age 65 in order to ensure continuous coverage and avoid penalties, the College shall pay the cost of additional coverage through the end of the appointment year in which the Retiree attains age 65.
Group 2	Employees who as of January 1, 2021 have met the Rule of 77 but retire from full-time service with the College on or after January 1, 2021.	Eligible for the same benefits as Group 1.
Group 3	Employees who: (1) on October 1, 2018 were employed as Full-Time Employee, but as of January 1, 2021, had not met the Rule of 77 and (2) thereafter meet the Rule	Eligible for all medical, dental, and prescription drug insurance coverage (including dependent coverage) that is available to regular full-time faculty through age 65/eligibility for Medicare. Retirees may retain their PPO or HMO coverage with no contribution toward their premium/premium equivalent through

	of 77 on or before their retirement date.	age 65/eligibility for Medicare. Once the retired employee is 65/eligible for Medicare, the retired employee shall transition to Medicare and may elect which, if any, supplemental coverage provided by the College is desired for the retiree and his/her dependents including supplemental medical insurance, prescription and dental insurance coverage. The cost of additional insurance coverage selected by the retiree, beyond Medicare, is to be equally shared by the retiree and the Board. The College shall not contribute to the cost of Medicare Part B payments for Employee or Spouse.
Group 4	Employees hired after October 1, 2018, who meet the Rule of 77 on or before their retirement date.	Eligible for the same benefits as Group 3, but only for a maximum of 5 years following their retirement from the College.

(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 that 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. 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.
- (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 Article IX. A. (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) (vi) The retirement incentive shall be as follows:

<u>Years of Service</u>	<u>Percent of One (1) Year’s Salary</u>
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 one payment, payable within 75 days of retirement.

(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 the insurance carrier's 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 insurance carrier's insurance policy including amendments existing as of the date of execution of this Agreement.

(b) The Board shall continue to provide the insurance carrier's regularly offered "narrow" (dual) definition of disability and shall continue to provide the existing "pregnancy" rider or equivalent 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 the insurance carrier or other policy provider 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 an electronic link to website information delineating all fringe benefits provided for in this Agreement. The language of the website shall be discussed with the Federation before being finalized. The website/ 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 that the level of benefits remain at least substantially the same and 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 and Student Success. 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, 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 that 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 and Student Success for approval as Department Head.

The Vice President for Academic and Student Success 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 and Student Success 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 Spring semester, the appointments to take effect July 1st.

H. Curriculum Coordinators and Program Supervisors

(1) Curriculum Coordinators

(a) The following are current curricula with appointed Coordinators:

- Automotive Technology
- Behavioral Health/Human Services
- Medical Laboratory Technician
- Communication Studies
- Health Care Studies
- Dental Hygiene
- Diagnostic Medical Imaging
- Early Childhood Education
- Education
- Culinary Arts
- American Sign Language/English Interpreting
- Criminal Justice
- Liberal Arts
- Medical Assisting
- 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 and Student Success for the addition of new curricula to the list of curricula which have Curriculum Coordinators. When the Vice President for Academic and Student Success 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 and Student Success, 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 of 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 or 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 and Student Success. 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 and Student Success whose decision will be final.

(b) Effective for the Academic Year 2019-2020, the College will provide 15 more credit hours of released time per semester allocated by Vice President for Academic and Student Success in addition to existing released time for Curriculum Coordinators in Section H (1)(a), with the responsibilities of the curriculum coordinator assigned by the Dean of the Division. These additional released time sections will count in the full-time faculty ratio.

(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, Gender Studies and 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 and Student Success 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 and Student Success 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 and Student Success.

(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 and Student Success.

(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 that 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 Academic and Student Success, an Employee may require any disruptive student in his/her class to withdraw from that class permanently provided, however, that this provision shall be subject in all respects to the rights of each such student to appeal in accordance with procedures established by the Board or by law. In the event of an emergency, it is understood that an Employee will cope with 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 and Student Success.

(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, 2016 to and including August 31, 2022 and shall automatically renew itself from year to year thereafter unless, not later than November 30, 2021, either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon service of such



notice, negotiations shall begin no later than January 4, 2022, so as to permit the parties to conform to the requirements of Article VIII of Act 195.

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

COMMUNITY COLLEGE OF PHILADELPHIA  
DocuSigned by:  
*Donald Generals*  
By: \_\_\_\_\_  
9704580513E3456...

Name: Donald Generals, Ed.D.,  
Title: President

FACULTY AND STAFF FEDERATION OF  
COMMUNITY COLLEGE OF PHILADELPHIA  
DocuSigned by:  
*Alexine Fleck*  
By: \_\_\_\_\_  
32D00B6889E94A3...

Name: \_\_\_\_\_  
Title: Full-Time Bargaining Unit Co-Chair

DocuSigned by:  
*Edward Colin Ruggero*  
By: \_\_\_\_\_  
DB042355941949B...

Name: \_\_\_\_\_  
Title: Full-Time Bargaining Unit Co-C

EXHIBIT "A"

RANK AND MINIMUM QUALIFICATIONS

<u>Rank</u>	<u>Minimum Qualifications</u>
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.
5. 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 2016-2022

<b>FALL</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Prof. Dev. Days</b>	M 8/29 - R 9/1	M 8/28 - R 8/31	M 8/27 - R 8/30	M 8/26 - R 8/29	M 8/31 - R 9/3	M 8/30 - R 9/2
<b>Labor Day</b>	M 9/5	M 9/4	M 9/3	M 9/2	M 9/7	M 9/6
<b>Classes Begin</b>	T 9/6	T 9/5	T 9/4	T 9/3	T 9/8	T 9/7
<b>Thanksgiving Vacation</b>	R 11/24 - S 11/26	R 11/23 - S 11/25	R 11/22 - S 11/24	R 11/28 - S 11/30	R 11/26 - S 11/28	R 11/25 - S 11/27
<b>Prof. Dev. Day+</b>	T 12/6	T 12/5	T 12/4	T 12/3	T 12/8	T 12/7
<b>PDD/Study Day+</b>	W 12/7	W 12/6	W 12/5	W 12/4	W 12/9	W 12/8
<b>Final Day of Classes</b>	S 12/10	S 12/9	S 12/8	S 12/7	S 12/12	S 12/11
<b>Final Exams</b>	M 12/12 - S 12/17	M 12/11 - S 12/16	M 12/10 - S 12/15	M 12/9 - S 12/14	M 12/14 - S 12/19	M 12/13 - S 12/18
<b>Grades Due</b>	M 12/19	M 12/18	M 12/17	M 12/16	M 12/21	M 12/20
<b>College Closed 1/2 Day</b>	F 12/23	F 12/22	M 12/24	T 12/24	R 12/24	F 12/24
<b>College Closed</b>	S 12/24 - M 1/2/17	S 12/23 - M 1/1/18	T 12/25 - T 1/1/19	W 12/25 - W 1/1/20	F 12/25 - F 1/1/21	S 12/25 - S 1/3/22

<b>WINTER</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Classes Begin</b>	M 12/19	M 12/18	M 12/17	M 12/16	M 12/21	M 12/20
<b>Closed for Christmas</b>	Sun 12/25	M 12/25	T 12/25	W 12/25	F 12/25	S 12/25
<b>Closed for New Years</b>	Sun 1/1	M 1/1	T 1/1	W 1/1	F 1/1	S 1/1
<b>Final Day of Classes (Final Exam Day)</b>	F 1/13	F 1/12	F 1/11	F 1/10	F 1/15	F 1/14
<b>Grades Due</b>	Sun 1/15	Sun 1/14	Sun 1/13	Sun 1/12	Sun 1/17	Sun 1/16

<b>SPRING</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Prof. Dev. Days</b>	M 1/9 - W 1/11	M 1/8 - W 1/10	M 1/7 - W 1/9	M 1/6 - W 1/8	M 1/11 - W 1/13	M 1/10 - W 1/12
<b>Martin Luther King Day</b>	M 1/16	M 1/15	M 1/21	M 1/20	M 1/18	M 1/17
<b>Classes Begin</b>	T 1/17	T 1/16	M 1/14	M 1/13	T 1/19	T 1/18
<b>Spring Break</b>	M 3/6 - S 3/11	M 3/5 - S 3/10	M 3/4 - S 3/9	M 3/2 - S 3/7	M 3/8 - S 3/13	M 3/7 - S 3/12
<b>Final Day of Classes</b>	M 4/24	M 4/23	M 4/22	M 4/20	M 4/26	M 4/25
<b>Prof. Dev. Day+</b>	T 4/25 - W 4/26	T 4/24 - W 4/25	T 4/23 - W 4/24	T 4/21 - W 4/22	T 4/27 - W 4/28	T 4/26 - W 4/27
<b>PDD/Study Day+</b>	R 4/27	R 4/26	R 4/25	R 4/23	R 4/29	R 4/28
<b>Final Exams</b>	F 4/28 - R 5/4	F 4/27 - R 5/3	F 4/26 - R 5/2	F 4/24 - R 4/30	F 4/30 - R 5/6	F 4/29 - R 5/5
<b>Commencement</b>	S 5/6	S 5/5	S 5/4	S 5/2	S 5/8	S 5/7
<b>Grades Due</b>	Sun 5/7	Sun 5/6	Sun 5/5	Sun 5/3	Sun 5/9	Sun 5/8

<b>Early Summer</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Classes Begin</b>	M 5/15	M 5/14	M 5/13	M 5/11	M 5/17	M 5/16
<b>Memorial Day Holiday</b>	M 5/29	M 5/28	M 5/27	M 5/25	M 5/31	M 5/30
<b>Final Day of Classes</b>	T 6/27	T 6/26	T 6/25	T 6/23	T 6/29	T 6/28
<b>Final Exam Day</b>	W 6/28	W 6/27	W 6/26	W 6/24	W 6/30	W 6/29
<b>Final Exam Day</b>	R 6/29	R 6/28	R 6/27	R 6/25	R 7/1	R 6/30
<b>Grades Due</b>	S 7/1	S 6/30	S 6/29	S 6/27	S 7/3	S 7/2
<b>Late Summer</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Independence Day Holiday</b>	T 7/4	W 7/4	R 7/4	M 7/6	M 7/5	M 7/4
<b>Classes Begin</b>	T 7/11	T 7/10	T 7/9	T 7/7	T 7/13	T 7/12
<b>Final Day of Classes</b>	T 8/22	T 8/21	T 8/20	T 8/18	T 8/24	T 8/23
<b>Final Exam Day</b>	W 8/23	W 8/22	W 8/21	W 8/19	W 8/25	W 8/24
<b>Final Exam Day</b>	R 8/24	R 8/23	R 8/22	R 8/20	R 8/26	R 8/25
<b>Grades Due</b>	S 8/26	S 8/25	S 8/24	S 8/22	S 8/28	S 8/27

Please note that Grades will be due no earlier than 5:00 p.m. on the Grades Due dates above

+Potential Emergency Closing make-up days

#### **College Holidays**

See College Online Calendars for dates celebrated each year.

New Year's Day

Dr. Martin Luther King Day

Spring Break (listed above)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after

Thanksgiving

1/2 day for Dec.

24th

Winter Break - December 25-

31.

Juneteenth (starting 2022)

#### **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 2016 - 0.00%

Fall 2017 - 0.00%

Fall 2018 - 5.0%

Fall 2019 - 3.0%

Fall 2020 - 3.0 %

Fall 2021 - 3.5%

Step and Salary

Salary Schedules for the different workloads for 2018-2019, 2019-2020, 2020-2021, and 2021-2022 are included at the end of this Exhibit "C" Salary Schedules for 2016-2017 and 2017-2018 are the same as the Spring 2016 Salary Schedule.<sup>5</sup>

In addition, each Employee hired prior to the ratification of this Agreement shall advance one step on the Salary Schedule in Fall 2018, Fall 2019, Fall 2020, and in Fall 2021 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 \$750 for each of the following years: Fall 2018, 2019, 2020, and 2021.

The remaining 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.

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<sup>5</sup> The College and the Federation agreed to adjust the percentage increases to the salary budget slightly each year to fit the agreed-upon salary schedules. The salary budget increased as follows to allow the salary schedules to meet other agreed-upon parameters: Fall 2018 - 4.03%; Fall 2019 - 3.67%; Fall 2020 - 3.5%; and Fall 2021 - 3.42%.

As reflected in the Salary Schedules, Employees who elect the 27 credit/33 contract hour workload shall receive a salary that is \$4,665 higher than those employees who selected a 24 credit/30 contact hour workload in academic year 2019-2020, \$4,829 higher in academic year 2020-2021, and \$4994 higher in academic year 2021-2022.

Employees who elect a 30 credit/36 contact hour workload shall receive a salary that is \$9331 higher than those who selected a 24 credit/30 contact hour workload in academic year 2019-2020, \$9658 higher in 2020-2021, and \$9988 in 2021-2022.

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:"

		Initial Contract			
		Fall 2016 – Fall 2020  (same subtraction as 2016)	Fall 2021 – Spring 2022		
Amount on line 6 and line 19:					
	0.00-1.49		0		
	1.50-2.49		0		



	2.50-3.49		0		
	3.50-4.49		1		
	4.50-5.49		2		
	5.50-6.49		2		
	6.50-7.49		3		
	7.50-		3		

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 and in accordance with the workload option they chose.

#### Step and Salary After Initial Year

Employees hired after the ratification of this Agreement shall advance one step on the Salary Schedule for each year following the year in which they were hired through Fall 2021.

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

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 the 24 credit/30 contact hour workload 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. Salary Schedules for 12-month faculty are included below.

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.

## 24 CREDIT / 30 CONTACT HOUR SALARY SCHEDULES

12 month mult = 1.3

Degree bump: 1000

Promotion bump: 1200

## Salary Schedule 2018-2019

## Academic Year Salaries

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	52089	53089	54089	53289	54289	55289	54489	55489	56489	55689	56689	57689
2	53419	54419	55419	54619	55619	56619	55819	56819	57819	57019	58019	59019
3	54799	55799	56799	55999	56999	57999	57199	58199	59199	58399	59399	60399
4	56229	57229	58229	57429	58429	59429	58629	59629	60629	59829	60829	61829
5	57709	58709	59709	58909	59909	60909	60109	61109	62109	61309	62309	63309
6	59239	60239	61239	60439	61439	62439	61639	62639	63639	62839	63839	64839
7	60819	61819	62819	62019	63019	64019	63219	64219	65219	64419	65419	66419
8	62449	63449	64449	63649	64649	65649	64849	65849	66849	66049	67049	68049
9	64129	65129	66129	65329	66329	67329	66529	67529	68529	67729	68729	69729
10	65859	66859	67859	67059	68059	69059	68259	69259	70259	69459	70459	71459
11	67639	68639	69639	68839	69839	70839	70039	71039	72039	71239	72239	73239
12	69469	70469	71469	70669	71669	72669	71869	72869	73869	73069	74069	75069
13	71349	72349	73349	72549	73549	74549	73749	74749	75749	74949	75949	76949
14	73279	74279	75279	74479	75479	76479	75679	76679	77679	76879	77879	78879
15	75259	76259	77259	76459	77459	78459	77659	78659	79659	78859	79859	80859
16	77289	78289	79289	78489	79489	80489	79689	80689	81689	80889	81889	82889
17	79369	80369	81369	80569	81569	82569	81769	82769	83769	82969	83969	84969

## 12 Month Salaries

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	67716	68716	69716	68916	69916	70916	70116	71116	72116	71316	72316	73316
2	69445	70445	71445	70645	71645	72645	71845	72845	73845	73045	74045	75045
3	71239	72239	73239	72439	73439	74439	73639	74639	75639	74839	75839	76839
4	73098	74098	75098	74298	75298	76298	75498	76498	77498	76698	77698	78698
5	75022	76022	77022	76222	77222	78222	77422	78422	79422	78622	79622	80622
6	77011	78011	79011	78211	79211	80211	79411	80411	81411	80611	81611	82611
7	79065	80065	81065	80265	81265	82265	81465	82465	83465	82665	83665	84665
8	81184	82184	83184	82384	83384	84384	83584	84584	85584	84784	85784	86784
9	83368	84368	85368	84568	85568	86568	85768	86768	87768	86968	87968	88968
10	85617	86617	87617	86817	87817	88817	88017	89017	90017	89217	90217	91217
11	87931	88931	89931	89131	90131	91131	90331	91331	92331	91531	92531	93531
12	90310	91310	92310	91510	92510	93510	92710	93710	94710	93910	94910	95910
13	92754	93754	94754	93954	94954	95954	95154	96154	97154	96354	97354	98354
14	95263	96263	97263	96463	97463	98463	97663	98663	99663	98863	99863	100863
15	97837	98837	99837	99037	100037	101037	100237	101237	102237	101437	102437	103437
16	100476	101476	102476	101676	102676	103676	102876	103876	104876	104076	105076	106076
17	103180	104180	105180	104380	105380	106380	105580	106580	107580	106780	107780	108780

**24 CREDIT / 30 CONTACT HOUR SALARY SCHEDULES**

12 month mult = 1.3

deg. bump 1000

prom. bump 1200

**Salary Schedule 2019-2020****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	53014	54014	55014	54214	55214	56214	55414	56414	57414	56614	57614	58614
2	54344	55344	56344	55544	56544	57544	56744	57744	58744	57944	58944	59944
3	55724	56724	57724	56924	57924	58924	58124	59124	60124	59324	60324	61324
4	57154	58154	59154	58354	59354	60354	59554	60554	61554	60754	61754	62754
5	58634	59634	60634	59834	60834	61834	61034	62034	63034	62234	63234	64234
6	60164	61164	62164	61364	62364	63364	62564	63564	64564	63764	64764	65764
7	61744	62744	63744	62944	63944	64944	64144	65144	66144	65344	66344	67344
8	63374	64374	65374	64574	65574	66574	65774	66774	67774	66974	67974	68974
9	65054	66054	67054	66254	67254	68254	67454	68454	69454	68654	69654	70654
10	66784	67784	68784	67984	68984	69984	69184	70184	71184	70384	71384	72384
11	68564	69564	70564	69764	70764	71764	70964	71964	72964	72164	73164	74164
12	70394	71394	72394	71594	72594	73594	72794	73794	74794	73994	74994	75994
13	72274	73274	74274	73474	74474	75474	74674	75674	76674	75874	76874	77874
14	74204	75204	76204	75404	76404	77404	76604	77604	78604	77804	78804	79804
15	76184	77184	78184	77384	78384	79384	78584	79584	80584	79784	80784	81784
16	78214	79214	80214	79414	80414	81414	80614	81614	82614	81814	82814	83814
17	80294	81294	82294	81494	82494	83494	82694	83694	84694	83894	84894	85894

**12 Month Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	68918	69918	70918	70118	71118	72118	71318	72318	73318	72518	73518	74518
2	70647	71647	72647	71847	72847	73847	73047	74047	75047	74247	75247	76247
3	72441	73441	74441	73641	74641	75641	74841	75841	76841	76041	77041	78041
4	74300	75300	76300	75500	76500	77500	76700	77700	78700	77900	78900	79900
5	76224	77224	78224	77424	78424	79424	78624	79624	80624	79824	80824	81824
6	78213	79213	80213	79413	80413	81413	80613	81613	82613	81813	82813	83813
7	80267	81267	82267	81467	82467	83467	82667	83667	84667	83867	84867	85867
8	82386	83386	84386	83586	84586	85586	84786	85786	86786	85986	86986	87986
9	84570	85570	86570	85770	86770	87770	86970	87970	88970	88170	89170	90170
10	86819	87819	88819	88019	89019	90019	89219	90219	91219	90419	91419	92419
11	89133	90133	91133	90333	91333	92333	91533	92533	93533	92733	93733	94733
12	91512	92512	93512	92712	93712	94712	93912	94912	95912	95112	96112	97112
13	93956	94956	95956	95156	96156	97156	96356	97356	98356	97556	98556	99556
14	96465	97465	98465	97665	98665	99665	98865	99865	100865	100065	101065	102065
15	99039	100039	101039	100239	101239	102239	101439	102439	103439	102639	103639	104639
16	101678	102678	103678	102878	103878	104878	104078	105078	106078	105278	106278	107278
17	104382	105382	106382	105582	106582	107582	106782	107782	108782	107982	108982	109982

**24 CREDIT / 30 CONTACT HOUR SALARY SCHEDULES**

12 month mult = 1.3

deg. bump 1000

prom. bump 1200

**Salary Schedule 2020-2021****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	53914	54914	55914	55114	56114	57114	56314	57314	58314	57514	58514	59514
2	55244	56244	57244	56444	57444	58444	57644	58644	59644	58844	59844	60844
3	56624	57624	58624	57824	58824	59824	59024	60024	61024	60224	61224	62224
4	58054	59054	60054	59254	60254	61254	60454	61454	62454	61654	62654	63654
5	59534	60534	61534	60734	61734	62734	61934	62934	63934	63134	64134	65134
6	61064	62064	63064	62264	63264	64264	63464	64464	65464	64664	65664	66664
7	62644	63644	64644	63844	64844	65844	65044	66044	67044	66244	67244	68244
8	64274	65274	66274	65474	66474	67474	66674	67674	68674	67874	68874	69874
9	65954	66954	67954	67154	68154	69154	68354	69354	70354	69554	70554	71554
10	67684	68684	69684	68884	69884	70884	70084	71084	72084	71284	72284	73284
11	69464	70464	71464	70664	71664	72664	71864	72864	73864	73064	74064	75064
12	71294	72294	73294	72494	73494	74494	73694	74694	75694	74894	75894	76894
13	73174	74174	75174	74374	75374	76374	75574	76574	77574	76774	77774	78774
14	75104	76104	77104	76304	77304	78304	77504	78504	79504	78704	79704	80704
15	77084	78084	79084	78284	79284	80284	79484	80484	81484	80684	81684	82684
16	79114	80114	81114	80314	81314	82314	81514	82514	83514	82714	83714	84714
17	81194	82194	83194	82394	83394	84394	83594	84594	85594	84794	85794	86794

**12 Month Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	70088	71088	72088	71288	72288	73288	72488	73488	74488	73688	74688	75688
2	71817	72817	73817	73017	74017	75017	74217	75217	76217	75417	76417	77417
3	73611	74611	75611	74811	75811	76811	76011	77011	78011	77211	78211	79211
4	75470	76470	77470	76670	77670	78670	77870	78870	79870	79070	80070	81070
5	77394	78394	79394	78594	79594	80594	79794	80794	81794	80994	81994	82994
6	79383	80383	81383	80583	81583	82583	81783	82783	83783	82983	83983	84983
7	81437	82437	83437	82637	83637	84637	83837	84837	85837	85037	86037	87037
8	83556	84556	85556	84756	85756	86756	85956	86956	87956	87156	88156	89156
9	85740	86740	87740	86940	87940	88940	88140	89140	90140	89340	90340	91340
10	87989	88989	89989	89189	90189	91189	90389	91389	92389	91589	92589	93589
11	90303	91303	92303	91503	92503	93503	92703	93703	94703	93903	94903	95903
12	92682	93682	94682	93882	94882	95882	95082	96082	97082	96282	97282	98282
13	95126	96126	97126	96326	97326	98326	97526	98526	99526	98726	99726	100726
14	97635	98635	99635	98835	99835	100835	100035	101035	102035	101235	102235	103235
15	100209	101209	102209	101409	102409	103409	102609	103609	104609	103809	104809	105809
16	102848	103848	104848	104048	105048	106048	105248	106248	107248	106448	107448	108448
17	105552	106552	107552	106752	107752	108752	107952	108952	109952	109152	110152	111152

**24 CREDIT / 30 CONTACT HOUR SALARY SCHEDULES**

12 month mult = 1.3

deg. bump 1000

prom. bump 1200

**Salary Schedule 2021-2022****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	54914	55914	56914	56114	57114	58114	57314	58314	59314	58514	59514	60514
2	56244	57244	58244	57444	58444	59444	58644	59644	60644	59844	60844	61844
3	57624	58624	59624	58824	59824	60824	60024	61024	62024	61224	62224	63224
4	59054	60054	61054	60254	61254	62254	61454	62454	63454	62654	63654	64654
5	60534	61534	62534	61734	62734	63734	62934	63934	64934	64134	65134	66134
6	62064	63064	64064	63264	64264	65264	64464	65464	66464	65664	66664	67664
7	63644	64644	65644	64844	65844	66844	66044	67044	68044	67244	68244	69244
8	65274	66274	67274	66474	67474	68474	67674	68674	69674	68874	69874	70874
9	66954	67954	68954	68154	69154	70154	69354	70354	71354	70554	71554	72554
10	68684	69684	70684	69884	70884	71884	71084	72084	73084	72284	73284	74284
11	70464	71464	72464	71664	72664	73664	72864	73864	74864	74064	75064	76064
12	72294	73294	74294	73494	74494	75494	74694	75694	76694	75894	76894	77894
13	74174	75174	76174	75374	76374	77374	76574	77574	78574	77774	78774	79774
14	76104	77104	78104	77304	78304	79304	78504	79504	80504	79704	80704	81704
15	78084	79084	80084	79284	80284	81284	80484	81484	82484	81684	82684	83684
16	80114	81114	82114	81314	82314	83314	82514	83514	84514	83714	84714	85714
17	82194	83194	84194	83394	84394	85394	84594	85594	86594	85794	86794	87794

**12 Month Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	71388	72388	73388	72588	73588	74588	73788	74788	75788	74988	75988	76988
2	73117	74117	75117	74317	75317	76317	75517	76517	77517	76717	77717	78717
3	74911	75911	76911	76111	77111	78111	77311	78311	79311	78511	79511	80511
4	76770	77770	78770	77970	78970	79970	79170	80170	81170	80370	81370	82370
5	78694	79694	80694	79894	80894	81894	81094	82094	83094	82294	83294	84294
6	80683	81683	82683	81883	82883	83883	83083	84083	85083	84283	85283	86283
7	82737	83737	84737	83937	84937	85937	85137	86137	87137	86337	87337	88337
8	84856	85856	86856	86056	87056	88056	87256	88256	89256	88456	89456	90456
9	87040	88040	89040	88240	89240	90240	89440	90440	91440	90640	91640	92640
10	89289	90289	91289	90489	91489	92489	91689	92689	93689	92889	93889	94889
11	91603	92603	93603	92803	93803	94803	94003	95003	96003	95203	96203	97203
12	93982	94982	95982	95182	96182	97182	96382	97382	98382	97582	98582	99582
13	96426	97426	98426	97626	98626	99626	98826	99826	100826	100026	101026	102026
14	98935	99935	100935	100135	101135	102135	101335	102335	103335	102535	103535	104535
15	101509	102509	103509	102709	103709	104709	103909	104909	105909	105109	106109	107109
16	104148	105148	106148	105348	106348	107348	106548	107548	108548	107748	108748	109748
17	106852	107852	108852	108052	109052	110052	109252	110252	111252	110452	111452	112452

**27 CREDIT / 33 CONTACT HOUR SALARY SCHEDULES**

deg. bump 1000

prom. bump 1200

**Salary Schedule 2019-2020****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	57679	58679	59679	58879	59879	60879	60079	61079	62079	61279	62279	63279
2	59009	60009	61009	60209	61209	62209	61409	62409	63409	62609	63609	64609
3	60389	61389	62389	61589	62589	63589	62789	63789	64789	63989	64989	65989
4	61819	62819	63819	63019	64019	65019	64219	65219	66219	65419	66419	67419
5	63299	64299	65299	64499	65499	66499	65699	66699	67699	66899	67899	68899
6	64829	65829	66829	66029	67029	68029	67229	68229	69229	68429	69429	70429
7	66409	67409	68409	67609	68609	69609	68809	69809	70809	70009	71009	72009
8	68039	69039	70039	69239	70239	71239	70439	71439	72439	71639	72639	73639
9	69719	70719	71719	70919	71919	72919	72119	73119	74119	73319	74319	75319
10	71449	72449	73449	72649	73649	74649	73849	74849	75849	75049	76049	77049
11	73229	74229	75229	74429	75429	76429	75629	76629	77629	76829	77829	78829
12	75059	76059	77059	76259	77259	78259	77459	78459	79459	78659	79659	80659
13	76939	77939	78939	78139	79139	80139	79339	80339	81339	80539	81539	82539
14	78869	79869	80869	80069	81069	82069	81269	82269	83269	82469	83469	84469
15	80849	81849	82849	82049	83049	84049	83249	84249	85249	84449	85449	86449
16	82879	83879	84879	84079	85079	86079	85279	86279	87279	86479	87479	88479
17	84959	85959	86959	86159	87159	88159	87359	88359	89359	88559	89559	90559

**27 CREDIT / 33 CONTACT HOUR SALARY SCHEDULES**

deg. bump 1000

prom. bump 1200

**Salary Schedule 2020-2021****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	58743	59743	60743	59943	60943	61943	61143	62143	63143	62343	63343	64343
2	60073	61073	62073	61273	62273	63273	62473	63473	64473	63673	64673	65673
3	61453	62453	63453	62653	63653	64653	63853	64853	65853	65053	66053	67053
4	62883	63883	64883	64083	65083	66083	65283	66283	67283	66483	67483	68483
5	64363	65363	66363	65563	66563	67563	66763	67763	68763	67963	68963	69963
6	65893	66893	67893	67093	68093	69093	68293	69293	70293	69493	70493	71493
7	67473	68473	69473	68673	69673	70673	69873	70873	71873	71073	72073	73073
8	69103	70103	71103	70303	71303	72303	71503	72503	73503	72703	73703	74703
9	70783	71783	72783	71983	72983	73983	73183	74183	75183	74383	75383	76383
10	72513	73513	74513	73713	74713	75713	74913	75913	76913	76113	77113	78113
11	74293	75293	76293	75493	76493	77493	76693	77693	78693	77893	78893	79893
12	76123	77123	78123	77323	78323	79323	78523	79523	80523	79723	80723	81723
13	78003	79003	80003	79203	80203	81203	80403	81403	82403	81603	82603	83603
14	79933	80933	81933	81133	82133	83133	82333	83333	84333	83533	84533	85533
15	81913	82913	83913	83113	84113	85113	84313	85313	86313	85513	86513	87513
16	83943	84943	85943	85143	86143	87143	86343	87343	88343	87543	88543	89543
17	86023	87023	88023	87223	88223	89223	88423	89423	90423	89623	90623	91623



**27 CREDIT / 33 CONTACT HOUR SALARY SCHEDULES**

deg. bump 1000

prom. bump 1200

**Salary Schedule 2021-2022****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	59908	60908	61908	61108	62108	63108	62308	63308	64308	63508	64508	65508
2	61238	62238	63238	62438	63438	64438	63638	64638	65638	64838	65838	66838
3	62618	63618	64618	63818	64818	65818	65018	66018	67018	66218	67218	68218
4	64048	65048	66048	65248	66248	67248	66448	67448	68448	67648	68648	69648
5	65528	66528	67528	66728	67728	68728	67928	68928	69928	69128	70128	71128
6	67058	68058	69058	68258	69258	70258	69458	70458	71458	70658	71658	72658
7	68638	69638	70638	69838	70838	71838	71038	72038	73038	72238	73238	74238
8	70268	71268	72268	71468	72468	73468	72668	73668	74668	73868	74868	75868
9	71948	72948	73948	73148	74148	75148	74348	75348	76348	75548	76548	77548
10	73678	74678	75678	74878	75878	76878	76078	77078	78078	77278	78278	79278
11	75458	76458	77458	76658	77658	78658	77858	78858	79858	79058	80058	81058
12	77288	78288	79288	78488	79488	80488	79688	80688	81688	80888	81888	82888
13	79168	80168	81168	80368	81368	82368	81568	82568	83568	82768	83768	84768
14	81098	82098	83098	82298	83298	84298	83498	84498	85498	84698	85698	86698
15	83078	84078	85078	84278	85278	86278	85478	86478	87478	86678	87678	88678
16	85108	86108	87108	86308	87308	88308	87508	88508	89508	88708	89708	90708
17	87188	88188	89188	88388	89388	90388	89588	90588	91588	90788	91788	92788

**30 CREDIT / 36 CONTACT HOUR SALARY SCHEDULES**

deg. bump 1000

prom. bump 1200

**Salary Schedule 2019-2020****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	62345	63345	64345	63545	64545	65545	64745	65745	66745	65945	66945	67945
2	63675	64675	65675	64875	65875	66875	66075	67075	68075	67275	68275	69275
3	65055	66055	67055	66255	67255	68255	67455	68455	69455	68655	69655	70655
4	66485	67485	68485	67685	68685	69685	68885	69885	70885	70085	71085	72085
5	67965	68965	69965	69165	70165	71165	70365	71365	72365	71565	72565	73565
6	69495	70495	71495	70695	71695	72695	71895	72895	73895	73095	74095	75095
7	71075	72075	73075	72275	73275	74275	73475	74475	75475	74675	75675	76675
8	72705	73705	74705	73905	74905	75905	75105	76105	77105	76305	77305	78305
9	74385	75385	76385	75585	76585	77585	76785	77785	78785	77985	78985	79985
10	76115	77115	78115	77315	78315	79315	78515	79515	80515	79715	80715	81715
11	77895	78895	79895	79095	80095	81095	80295	81295	82295	81495	82495	83495
12	79725	80725	81725	80925	81925	82925	82125	83125	84125	83325	84325	85325
13	81605	82605	83605	82805	83805	84805	84005	85005	86005	85205	86205	87205
14	83535	84535	85535	84735	85735	86735	85935	86935	87935	87135	88135	89135
15	85515	86515	87515	86715	87715	88715	87915	88915	89915	89115	90115	91115
16	87545	88545	89545	88745	89745	90745	89945	90945	91945	91145	92145	93145
17	89625	90625	91625	90825	91825	92825	92025	93025	94025	93225	94225	95225

**30 CREDIT / 36 CONTACT HOUR SALARY SCHEDULES**

deg. bump 1000

prom. bump 1200

**Salary Schedule 2020-2021****Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	63572	64572	65572	64772	65772	66772	65972	66972	67972	67172	68172	69172
2	64902	65902	66902	66102	67102	68102	67302	68302	69302	68502	69502	70502
3	66282	67282	68282	67482	68482	69482	68682	69682	70682	69882	70882	71882
4	67712	68712	69712	68912	69912	70912	70112	71112	72112	71312	72312	73312
5	69192	70192	71192	70392	71392	72392	71592	72592	73592	72792	73792	74792
6	70722	71722	72722	71922	72922	73922	73122	74122	75122	74322	75322	76322
7	72302	73302	74302	73502	74502	75502	74702	75702	76702	75902	76902	77902
8	73932	74932	75932	75132	76132	77132	76332	77332	78332	77532	78532	79532
9	75612	76612	77612	76812	77812	78812	78012	79012	80012	79212	80212	81212
10	77342	78342	79342	78542	79542	80542	79742	80742	81742	80942	81942	82942
11	79122	80122	81122	80322	81322	82322	81522	82522	83522	82722	83722	84722
12	80952	81952	82952	82152	83152	84152	83352	84352	85352	84552	85552	86552
13	82832	83832	84832	84032	85032	86032	85232	86232	87232	86432	87432	88432
14	84762	85762	86762	85962	86962	87962	87162	88162	89162	88362	89362	90362
15	86742	87742	88742	87942	88942	89942	89142	90142	91142	90342	91342	92342
16	88772	89772	90772	89972	90972	91972	91172	92172	93172	92372	93372	94372
17	90852	91852	92852	92052	93052	94052	93252	94252	95252	94452	95452	96452

**30 CREDIT / 36 CONTACT HOUR SALARY SCHEDULES**

deg. bump 1000

prom. bump 1200

**Salary Schedule 2021-2022**

**Academic Year Salaries**

Step	5			6			7			8		
	M	ABD	D	M	ABD	D	M	ABD	D	M	ABD	D
1	64902	65902	66902	66102	67102	68102	67302	68302	69302	68502	69502	70502
2	66232	67232	68232	67432	68432	69432	68632	69632	70632	69832	70832	71832
3	67612	68612	69612	68812	69812	70812	70012	71012	72012	71212	72212	73212
4	69042	70042	71042	70242	71242	72242	71442	72442	73442	72642	73642	74642
5	70522	71522	72522	71722	72722	73722	72922	73922	74922	74122	75122	76122
6	72052	73052	74052	73252	74252	75252	74452	75452	76452	75652	76652	77652
7	73632	74632	75632	74832	75832	76832	76032	77032	78032	77232	78232	79232
8	75262	76262	77262	76462	77462	78462	77662	78662	79662	78862	79862	80862
9	76942	77942	78942	78142	79142	80142	79342	80342	81342	80542	81542	82542
10	78672	79672	80672	79872	80872	81872	81072	82072	83072	82272	83272	84272
11	80452	81452	82452	81652	82652	83652	82852	83852	84852	84052	85052	86052
12	82282	83282	84282	83482	84482	85482	84682	85682	86682	85882	86882	87882
13	84162	85162	86162	85362	86362	87362	86562	87562	88562	87762	88762	89762
14	86092	87092	88092	87292	88292	89292	88492	89492	90492	89692	90692	91692
15	88072	89072	90072	89272	90272	91272	90472	91472	92472	91672	92672	93672
16	90102	91102	92102	91302	92302	93302	92502	93502	94502	93702	94702	95702
17	92182	93182	94182	93382	94382	95382	94582	95582	96582	95782	96782	97782

2. Ranks A and B.

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

- Fall 2016 - 0.00%
- Fall 2017 - 0.00%
- Fall 2018 - 5.0%
- Fall 2019 - 3.0%
- Fall 2020 - 3.0 %
- Fall 2021 - 3.5%

Salary Schedules for the different workloads for 2018-2019, 2019-2020, 2020-2021, and 2021-2022 are included at the end of this Exhibit "C." Salary Schedules for 2016-2017 and 2017-2018 are the same as the Spring 2016 Salary Schedule.<sup>6</sup>

Step and Salary

In addition, each Employee hired prior to the ratification of this Agreement shall advance one step on the Salary Schedule in Fall 2018, Fall 2019, Fall 2020, and Fall 2021, 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 or B for that year, except that in no case shall an Employee's full-load salary increase be less than \$250 for each of the following years: Fall 2018, 2019, 2020, and 2021.

As reflected in the Salary Schedules, there is an increase of \$1200 for the achievement of an associate's degree, an additional \$1200 for a bachelor's degree, an additional \$1200 for a master's degree. In addition to this, there is an additional \$300 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.

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<sup>6</sup> The College and the Federation agreed to adjust the percentage increases to the salary budget slightly each year to fit the agreed-upon salary schedules. The salary budget increased as follows to allow the salary schedules to meet other agreed-upon parameters: Fall 2018 – 5.02%; Fall 2019 - 3.14%; Fall 2020 - 3.21%; and Fall 2021 - 3.23%.

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:

		Initial contract	
		Fall 2016 – Spring 2021 (same as 2016)	Fall 2021 – Spring 2022
Amount on line 6 and line 19:			
	0.00-1.49		0
	1.50-2.49		0
	2.50-3.49		0
	3.50-4.49		1
	4.50-5.49		2
	5.50-6.49		2
	6.50-7.49		3
	7.50-		3

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 \$1200 for the achievement of an associate’s degree and an additional \$1200 for a bachelor’s degree. In addition to this, there is an additional \$300 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 shall 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 each year following the year in which they were hired through Fall 2021.

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.

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 \$300 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 \$1200
- b. A Bachelor's degree shall have his/her base salary increased by \$1200
- c. 15 college credits, or the equivalent, shall have his/her base salary increased by an additional \$300 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 verified.

**Salary Schedule 2016-17**

**Academic Year Salaries**

Rank B

		Degree															
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180			
		Associate												Bachelor		Masters	
Degree	Step	0	15	30	45	60	75	90	105	120	135	150	165	180			
	1	34,574	34,874	35,174	35,474	35,774	36,074	36,374	36,674	36,974	37,274	37,574	37,874	38,174			
	2	35,274	35,574	35,874	36,174	36,474	36,774	37,074	37,374	37,674	37,974	38,274	38,574	38,874			
	3	35,989	36,289	36,589	36,889	37,189	37,489	37,789	38,089	38,389	38,689	38,989	39,289	39,589			
	4	36,719	37,019	37,319	37,619	37,919	38,219	38,519	38,819	39,119	39,419	39,719	40,019	40,319			
	5	37,464	37,764	38,064	38,364	38,664	38,964	39,264	39,564	39,864	40,164	40,464	40,764	41,064			
	6	38,224	38,524	38,824	39,124	39,424	39,724	40,024	40,324	40,624	40,924	41,224	41,524	41,824			
	7	38,999	39,299	39,599	39,899	40,199	40,499	40,799	41,099	41,399	41,699	41,999	42,299	42,599			
	8	39,789	40,089	40,389	40,689	40,989	41,289	41,589	41,889	42,189	42,489	42,789	43,089	43,389			
	9	40,594	40,894	41,194	41,494	41,794	42,094	42,394	42,694	42,994	43,294	43,594	43,894	44,194			
	10	41,414	41,714	42,014	42,314	42,614	42,914	43,214	43,514	43,814	44,114	44,414	44,714	45,014			
	11	42,249	42,549	42,849	43,149	43,449	43,749	44,049	44,349	44,649	44,949	45,249	45,549	45,849			
	12	43,099	43,399	43,699	43,999	44,299	44,599	44,899	45,199	45,499	45,799	46,099	46,399	46,699			
	13	43,964	44,264	44,564	44,864	45,164	45,464	45,764	46,064	46,364	46,664	46,964	47,264	47,564			
	14	44,844	45,144	45,444	45,744	46,044	46,344	46,644	46,944	47,244	47,544	47,844	48,144	48,444			
	15	45,739	46,039	46,339	46,639	46,939	47,239	47,539	47,839	48,139	48,439	48,739	49,039	49,339			
	16	46,649	46,949	47,249	47,549	47,849	48,149	48,449	48,749	49,049	49,349	49,649	49,949	50,249			
	17	47,574	47,874	48,174	48,474	48,774	49,074	49,374	49,674	49,974	50,274	50,574	50,874	51,174			

**Calendar Year Salaries**

Rank A

		Degree															
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180			
		Associate												Bachelor		Masters	
Degree	Step	0	15	30	45	60	75	90	105	120	135	150	165	180			
	1	44,946	45,246	45,546	45,846	46,146	46,446	46,746	47,046	47,346	47,646	47,946	48,246	48,546			
	2	45,856	46,156	46,456	46,756	47,056	47,356	47,656	47,956	48,256	48,556	48,856	49,156	49,456			
	3	46,786	47,086	47,386	47,686	47,986	48,286	48,586	48,886	49,186	49,486	49,786	50,086	50,386			
	4	47,735	48,035	48,335	48,635	48,935	49,235	49,535	49,835	50,135	50,435	50,735	51,035	51,335			
	5	48,703	49,003	49,303	49,603	49,903	50,203	50,503	50,803	51,103	51,403	51,703	52,003	52,303			
	6	49,691	49,991	50,291	50,591	50,891	51,191	51,491	51,791	52,091	52,391	52,691	52,991	53,291			
	7	50,699	50,999	51,299	51,599	51,899	52,199	52,499	52,799	53,099	53,399	53,699	53,999	54,299			
	8	51,726	52,026	52,326	52,626	52,926	53,226	53,526	53,826	54,126	54,426	54,726	55,026	55,326			
	9	52,772	53,072	53,372	53,672	53,972	54,272	54,572	54,872	55,172	55,472	55,772	56,072	56,372			
	10	53,838	54,138	54,438	54,738	55,038	55,338	55,638	55,938	56,238	56,538	56,838	57,138	57,438			
	11	54,924	55,224	55,524	55,824	56,124	56,424	56,724	57,024	57,324	57,624	57,924	58,224	58,524			
	12	56,029	56,329	56,629	56,929	57,229	57,529	57,829	58,129	58,429	58,729	59,029	59,329	59,629			
	13	57,153	57,453	57,753	58,053	58,353	58,653	58,953	59,253	59,553	59,853	60,153	60,453	60,753			
	14	58,297	58,597	58,897	59,197	59,497	59,797	60,097	60,397	60,697	60,997	61,297	61,597	61,897			
	15	59,461	59,761	60,061	60,361	60,661	60,961	61,261	61,561	61,861	62,161	62,461	62,761	63,061			
	16	60,644	60,944	61,244	61,544	61,844	62,144	62,444	62,744	63,044	63,344	63,644	63,944	64,244			
	17	61,846	62,146	62,446	62,746	63,046	63,346	63,646	63,946	64,246	64,546	64,846	65,146	65,446			



Salary Schedule 2017

Academic Year Salaries

Rank B

		Degree																		
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180						
		Associate											+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180						
		Bachelor											+15	+30	+45	+60				
Step		Masters																		
1		34,574	34,874	35,174	35,474	35,774	36,074	36,374	36,674	36,974	37,274	37,574	37,874	38,174						
2		35,274	35,574	35,874	36,174	36,474	36,774	37,074	37,374	37,674	37,974	38,274	38,574	38,874						
3		35,989	36,289	36,589	36,889	37,189	37,489	37,789	38,089	38,389	38,689	38,989	39,289	39,589						
4		36,719	37,019	37,319	37,619	37,919	38,219	38,519	38,819	39,119	39,419	39,719	40,019	40,319						
5		37,464	37,764	38,064	38,364	38,664	38,964	39,264	39,564	39,864	40,164	40,464	40,764	41,064						
6		38,224	38,524	38,824	39,124	39,424	39,724	40,024	40,324	40,624	40,924	41,224	41,524	41,824						
7		38,999	39,299	39,599	39,899	40,199	40,499	40,799	41,099	41,399	41,699	41,999	42,299	42,599						
8		39,789	40,089	40,389	40,689	40,989	41,289	41,589	41,889	42,189	42,489	42,789	43,089	43,389						
9		40,594	40,894	41,194	41,494	41,794	42,094	42,394	42,694	42,994	43,294	43,594	43,894	44,194						
10		41,414	41,714	42,014	42,314	42,614	42,914	43,214	43,514	43,814	44,114	44,414	44,714	45,014						
11		42,249	42,549	42,849	43,149	43,449	43,749	44,049	44,349	44,649	44,949	45,249	45,549	45,849						
12		43,099	43,399	43,699	43,999	44,299	44,599	44,899	45,199	45,499	45,799	46,099	46,399	46,699						
13		43,964	44,264	44,564	44,864	45,164	45,464	45,764	46,064	46,364	46,664	46,964	47,264	47,564						
14		44,844	45,144	45,444	45,744	46,044	46,344	46,644	46,944	47,244	47,544	47,844	48,144	48,444						
15		45,739	46,039	46,339	46,639	46,939	47,239	47,539	47,839	48,139	48,439	48,739	49,039	49,339						
16		46,649	46,949	47,249	47,549	47,849	48,149	48,449	48,749	49,049	49,349	49,649	49,949	50,249						
17		47,574	47,874	48,174	48,474	48,774	49,074	49,374	49,674	49,974	50,274	50,574	50,874	51,174						

Calendar Year Salaries

Rank A

		Degree																		
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180						
		Associate											+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180						
		Bachelor											+15	+30	+45	+60				
Step		Masters																		
1		44,946	45,246	45,546	45,846	46,146	46,446	46,746	47,046	47,346	47,646	47,946	48,246	48,546						
2		45,856	46,156	46,456	46,756	47,056	47,356	47,656	47,956	48,256	48,556	48,856	49,156	49,456						
3		46,786	47,086	47,386	47,686	47,986	48,286	48,586	48,886	49,186	49,486	49,786	50,086	50,386						
4		47,735	48,035	48,335	48,635	48,935	49,235	49,535	49,835	50,135	50,435	50,735	51,035	51,335						
5		48,703	49,003	49,303	49,603	49,903	50,203	50,503	50,803	51,103	51,403	51,703	52,003	52,303						
6		49,691	49,991	50,291	50,591	50,891	51,191	51,491	51,791	52,091	52,391	52,691	52,991	53,291						
7		50,699	50,999	51,299	51,599	51,899	52,199	52,499	52,799	53,099	53,399	53,699	53,999	54,299						
8		51,726	52,026	52,326	52,626	52,926	53,226	53,526	53,826	54,126	54,426	54,726	55,026	55,326						
9		52,772	53,072	53,372	53,672	53,972	54,272	54,572	54,872	55,172	55,472	55,772	56,072	56,372						
10		53,838	54,138	54,438	54,738	55,038	55,338	55,638	55,938	56,238	56,538	56,838	57,138	57,438						
11		54,924	55,224	55,524	55,824	56,124	56,424	56,724	57,024	57,324	57,624	57,924	58,224	58,524						
12		56,029	56,329	56,629	56,929	57,229	57,529	57,829	58,129	58,429	58,729	59,029	59,329	59,629						
13		57,153	57,453	57,753	58,053	58,353	58,653	58,953	59,253	59,553	59,853	60,153	60,453	60,753						
14		58,297	58,597	58,897	59,197	59,497	59,797	60,097	60,397	60,697	60,997	61,297	61,597	61,897						
15		59,461	59,761	60,061	60,361	60,661	60,961	61,261	61,561	61,861	62,161	62,461	62,761	63,061						
16		60,644	60,944	61,244	61,544	61,844	62,144	62,444	62,744	63,044	63,344	63,644	63,944	64,244						
17		61,846	62,146	62,446	62,746	63,046	63,346	63,646	63,946	64,246	64,546	64,846	65,146	65,446						

Salary Schedule 2018

Academic Year Salaries

Rank B

		Degree														
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180		
		Associate							+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180		
		Bachelor									+15	+30	+45	+60		
Step		Masters														
1		35,574	35,874	36,174	36,474	36,774	37,074	37,374	37,674	37,974	38,274	38,574	38,874	39,174		
2		36,274	36,574	36,874	37,174	37,474	37,774	38,074	38,374	38,674	38,974	39,274	39,574	39,874		
3		36,989	37,289	37,589	37,889	38,189	38,489	38,789	39,089	39,389	39,689	39,989	40,289	40,589		
4		37,719	38,019	38,319	38,619	38,919	39,219	39,519	39,819	40,119	40,419	40,719	41,019	41,319		
5		38,464	38,764	39,064	39,364	39,664	39,964	40,264	40,564	40,864	41,164	41,464	41,764	42,064		
6		39,224	39,524	39,824	40,124	40,424	40,724	41,024	41,324	41,624	41,924	42,224	42,524	42,824		
7		39,999	40,299	40,599	40,899	41,199	41,499	41,799	42,099	42,399	42,699	42,999	43,299	43,599		
8		40,789	41,089	41,389	41,689	41,989	42,289	42,589	42,889	43,189	43,489	43,789	44,089	44,389		
9		41,594	41,894	42,194	42,494	42,794	43,094	43,394	43,694	43,994	44,294	44,594	44,894	45,194		
10		42,414	42,714	43,014	43,314	43,614	43,914	44,214	44,514	44,814	45,114	45,414	45,714	46,014		
11		43,249	43,549	43,849	44,149	44,449	44,749	45,049	45,349	45,649	45,949	46,249	46,549	46,849		
12		44,099	44,399	44,699	44,999	45,299	45,599	45,899	46,199	46,499	46,799	47,099	47,399	47,699		
13		44,964	45,264	45,564	45,864	46,164	46,464	46,764	47,064	47,364	47,664	47,964	48,264	48,564		
14		45,844	46,144	46,444	46,744	47,044	47,344	47,644	47,944	48,244	48,544	48,844	49,144	49,444		
15		46,739	47,039	47,339	47,639	47,939	48,239	48,539	48,839	49,139	49,439	49,739	50,039	50,339		
16		47,649	47,949	48,249	48,549	48,849	49,149	49,449	49,749	50,049	50,349	50,649	50,949	51,249		
17		48,574	48,874	49,174	49,474	49,774	50,074	50,374	50,674	50,974	51,274	51,574	51,874	52,174		

Calendar Year Salaries

Rank A

		Degree														
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180		
		Associate							+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180		
		Bachelor									+15	+30	+45	+60		
Step		Masters														
1		46,246	46,546	46,846	47,146	47,446	47,746	48,046	48,346	48,646	48,946	49,246	49,546	49,846		
2		47,156	47,456	47,756	48,056	48,356	48,656	48,956	49,256	49,556	49,856	50,156	50,456	50,756		
3		48,086	48,386	48,686	48,986	49,286	49,586	49,886	50,186	50,486	50,786	51,086	51,386	51,686		
4		49,035	49,335	49,635	49,935	50,235	50,535	50,835	51,135	51,435	51,735	52,035	52,335	52,635		
5		50,003	50,303	50,603	50,903	51,203	51,503	51,803	52,103	52,403	52,703	53,003	53,303	53,603		
6		50,991	51,291	51,591	51,891	52,191	52,491	52,791	53,091	53,391	53,691	53,991	54,291	54,591		
7		51,999	52,299	52,599	52,899	53,199	53,499	53,799	54,099	54,399	54,699	54,999	55,299	55,599		
8		53,026	53,326	53,626	53,926	54,226	54,526	54,826	55,126	55,426	55,726	56,026	56,326	56,626		
9		54,072	54,372	54,672	54,972	55,272	55,572	55,872	56,172	56,472	56,772	57,072	57,372	57,672		
10		55,138	55,438	55,738	56,038	56,338	56,638	56,938	57,238	57,538	57,838	58,138	58,438	58,738		
11		56,224	56,524	56,824	57,124	57,424	57,724	58,024	58,324	58,624	58,924	59,224	59,524	59,824		
12		57,329	57,629	57,929	58,229	58,529	58,829	59,129	59,429	59,729	60,029	60,329	60,629	60,929		
13		58,453	58,753	59,053	59,353	59,653	59,953	60,253	60,553	60,853	61,153	61,453	61,753	62,053		
14		59,597	59,897	60,197	60,497	60,797	61,097	61,397	61,697	61,997	62,297	62,597	62,897	63,197		
15		60,761	61,061	61,361	61,661	61,961	62,261	62,561	62,861	63,161	63,461	63,761	64,061	64,361		
16		61,944	62,244	62,544	62,844	63,144	63,444	63,744	64,044	64,344	64,644	64,944	65,244	65,544		
17		63,146	63,446	63,746	64,046	64,346	64,646	64,946	65,246	65,546	65,846	66,146	66,446	66,746		



Salary Schedule 2019

Academic Year Salaries

Rank B

		Degree													
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180	
		Associate						+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180	
		Bachelor									+15	+30	+45	+60	
Step		Masters													
1		36,124	36,424	36,724	37,024	37,324	37,624	37,924	38,224	38,524	38,824	39,124	39,424	39,724	
2		36,824	37,124	37,424	37,724	38,024	38,324	38,624	38,924	39,224	39,524	39,824	40,124	40,424	
3		37,539	37,839	38,139	38,439	38,739	39,039	39,339	39,639	39,939	40,239	40,539	40,839	41,139	
4		38,269	38,569	38,869	39,169	39,469	39,769	40,069	40,369	40,669	40,969	41,269	41,569	41,869	
5		39,014	39,314	39,614	39,914	40,214	40,514	40,814	41,114	41,414	41,714	42,014	42,314	42,614	
6		39,774	40,074	40,374	40,674	40,974	41,274	41,574	41,874	42,174	42,474	42,774	43,074	43,374	
7		40,549	40,849	41,149	41,449	41,749	42,049	42,349	42,649	42,949	43,249	43,549	43,849	44,149	
8		41,339	41,639	41,939	42,239	42,539	42,839	43,139	43,439	43,739	44,039	44,339	44,639	44,939	
9		42,144	42,444	42,744	43,044	43,344	43,644	43,944	44,244	44,544	44,844	45,144	45,444	45,744	
10		42,964	43,264	43,564	43,864	44,164	44,464	44,764	45,064	45,364	45,664	45,964	46,264	46,564	
11		43,799	44,099	44,399	44,699	44,999	45,299	45,599	45,899	46,199	46,499	46,799	47,099	47,399	
12		44,649	44,949	45,249	45,549	45,849	46,149	46,449	46,749	47,049	47,349	47,649	47,949	48,249	
13		45,514	45,814	46,114	46,414	46,714	47,014	47,314	47,614	47,914	48,214	48,514	48,814	49,114	
14		46,394	46,694	46,994	47,294	47,594	47,894	48,194	48,494	48,794	49,094	49,394	49,694	49,994	
15		47,289	47,589	47,889	48,189	48,489	48,789	49,089	49,389	49,689	49,989	50,289	50,589	50,889	
16		48,199	48,499	48,799	49,099	49,399	49,699	49,999	50,299	50,599	50,899	51,199	51,499	51,799	
17		49,124	49,424	49,724	50,024	50,324	50,624	50,924	51,224	51,524	51,824	52,124	52,424	52,724	

Calendar Year Salaries

Rank A

		Degree													
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180	
		Associate						+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180	
		Bachelor									+15	+30	+45	+60	
Step		Masters													
1		46,961	47,261	47,561	47,861	48,161	48,461	48,761	49,061	49,361	49,661	49,961	50,261	50,561	
2		47,871	48,171	48,471	48,771	49,071	49,371	49,671	49,971	50,271	50,571	50,871	51,171	51,471	
3		48,801	49,101	49,401	49,701	50,001	50,301	50,601	50,901	51,201	51,501	51,801	52,101	52,401	
4		49,750	50,050	50,350	50,650	50,950	51,250	51,550	51,850	52,150	52,450	52,750	53,050	53,350	
5		50,718	51,018	51,318	51,618	51,918	52,218	52,518	52,818	53,118	53,418	53,718	54,018	54,318	
6		51,706	52,006	52,306	52,606	52,906	53,206	53,506	53,806	54,106	54,406	54,706	55,006	55,306	
7		52,714	53,014	53,314	53,614	53,914	54,214	54,514	54,814	55,114	55,414	55,714	56,014	56,314	
8		53,741	54,041	54,341	54,641	54,941	55,241	55,541	55,841	56,141	56,441	56,741	57,041	57,341	
9		54,787	55,087	55,387	55,687	55,987	56,287	56,587	56,887	57,187	57,487	57,787	58,087	58,387	
10		55,853	56,153	56,453	56,753	57,053	57,353	57,653	57,953	58,253	58,553	58,853	59,153	59,453	
11		56,939	57,239	57,539	57,839	58,139	58,439	58,739	59,039	59,339	59,639	59,939	60,239	60,539	
12		58,044	58,344	58,644	58,944	59,244	59,544	59,844	60,144	60,444	60,744	61,044	61,344	61,644	
13		59,168	59,468	59,768	60,068	60,368	60,668	60,968	61,268	61,568	61,868	62,168	62,468	62,768	
14		60,312	60,612	60,912	61,212	61,512	61,812	62,112	62,412	62,712	63,012	63,312	63,612	63,912	
15		61,476	61,776	62,076	62,376	62,676	62,976	63,276	63,576	63,876	64,176	64,476	64,776	65,076	
16		62,659	62,959	63,259	63,559	63,859	64,159	64,459	64,759	65,059	65,359	65,659	65,959	66,259	
17		63,861	64,161	64,461	64,761	65,061	65,361	65,661	65,961	66,261	66,561	66,861	67,161	67,461	

Salary Schedule 2020

Academic Year Salaries

Rank B

		Degree																
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180				
		Associate							+15	+30	+45	+60	+75	+90	+105	+120		
Degree	Degree	0	15	30	45	60	75	90	105	120	135	150	165	180				
		Bachelor								+15	+30	+45	+60					
		Masters																
Step	Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	1	36,774	37,074	37,374	37,674	37,974	38,274	38,574	38,874	39,174	39,474	39,774	40,074	40,374				
	2	37,474	37,774	38,074	38,374	38,674	38,974	39,274	39,574	39,874	40,174	40,474	40,774	41,074				
	3	38,189	38,489	38,789	39,089	39,389	39,689	39,989	40,289	40,589	40,889	41,189	41,489	41,789				
	4	38,919	39,219	39,519	39,819	40,119	40,419	40,719	41,019	41,319	41,619	41,919	42,219	42,519				
	5	39,664	39,964	40,264	40,564	40,864	41,164	41,464	41,764	42,064	42,364	42,664	42,964	43,264				
	6	40,424	40,724	41,024	41,324	41,624	41,924	42,224	42,524	42,824	43,124	43,424	43,724	44,024				
	7	41,199	41,499	41,799	42,099	42,399	42,699	42,999	43,299	43,599	43,899	44,199	44,499	44,799				
	8	41,989	42,289	42,589	42,889	43,189	43,489	43,789	44,089	44,389	44,689	44,989	45,289	45,589				
	9	42,794	43,094	43,394	43,694	43,994	44,294	44,594	44,894	45,194	45,494	45,794	46,094	46,394				
	10	43,614	43,914	44,214	44,514	44,814	45,114	45,414	45,714	46,014	46,314	46,614	46,914	47,214				
	11	44,449	44,749	45,049	45,349	45,649	45,949	46,249	46,549	46,849	47,149	47,449	47,749	48,049				
	12	45,299	45,599	45,899	46,199	46,499	46,799	47,099	47,399	47,699	47,999	48,299	48,599	48,899				
	13	46,164	46,464	46,764	47,064	47,364	47,664	47,964	48,264	48,564	48,864	49,164	49,464	49,764				
	14	47,044	47,344	47,644	47,944	48,244	48,544	48,844	49,144	49,444	49,744	50,044	50,344	50,644				
	15	47,939	48,239	48,539	48,839	49,139	49,439	49,739	50,039	50,339	50,639	50,939	51,239	51,539				
	16	48,849	49,149	49,449	49,749	50,049	50,349	50,649	50,949	51,249	51,549	51,849	52,149	52,449				
	17	49,774	50,074	50,374	50,674	50,974	51,274	51,574	51,874	52,174	52,474	52,774	53,074	53,374				

Calendar Year Salaries

Rank A

		Degree																
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180				
		Associate							+15	+30	+45	+60	+75	+90	+105	+120		
Degree	Degree	0	15	30	45	60	75	90	105	120	135	150	165	180				
		Bachelor								+15	+30	+45	+60					
		Masters																
Step	Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	1	47,806	48,106	48,406	48,706	49,006	49,306	49,606	49,906	50,206	50,506	50,806	51,106	51,406				
	2	48,716	49,016	49,316	49,616	49,916	50,216	50,516	50,816	51,116	51,416	51,716	52,016	52,316				
	3	49,646	49,946	50,246	50,546	50,846	51,146	51,446	51,746	52,046	52,346	52,646	52,946	53,246				
	4	50,595	50,895	51,195	51,495	51,795	52,095	52,395	52,695	52,995	53,295	53,595	53,895	54,195				
	5	51,563	51,863	52,163	52,463	52,763	53,063	53,363	53,663	53,963	54,263	54,563	54,863	55,163				
	6	52,551	52,851	53,151	53,451	53,751	54,051	54,351	54,651	54,951	55,251	55,551	55,851	56,151				
	7	53,559	53,859	54,159	54,459	54,759	55,059	55,359	55,659	55,959	56,259	56,559	56,859	57,159				
	8	54,586	54,886	55,186	55,486	55,786	56,086	56,386	56,686	56,986	57,286	57,586	57,886	58,186				
	9	55,632	55,932	56,232	56,532	56,832	57,132	57,432	57,732	58,032	58,332	58,632	58,932	59,232				
	10	56,698	56,998	57,298	57,598	57,898	58,198	58,498	58,798	59,098	59,398	59,698	59,998	60,298				
	11	57,784	58,084	58,384	58,684	58,984	59,284	59,584	59,884	60,184	60,484	60,784	61,084	61,384				
	12	58,889	59,189	59,489	59,789	60,089	60,389	60,689	60,989	61,289	61,589	61,889	62,189	62,489				
	13	60,013	60,313	60,613	60,913	61,213	61,513	61,813	62,113	62,413	62,713	63,013	63,313	63,613				
	14	61,157	61,457	61,757	62,057	62,357	62,657	62,957	63,257	63,557	63,857	64,157	64,457	64,757				
	15	62,321	62,621	62,921	63,221	63,521	63,821	64,121	64,421	64,721	65,021	65,321	65,621	65,921				
	16	63,504	63,804	64,104	64,404	64,704	65,004	65,304	65,604	65,904	66,204	66,504	66,804	67,104				
	17	64,706	65,006	65,306	65,606	65,906	66,206	66,506	66,806	67,106	67,406	67,706	68,006	68,306				



Salary Schedule 2021

Academic Year Salaries

Rank B

		Degree													
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180	
		Associate						+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180	
		Bachelor									+15	+30	+45	+60	
Step		Masters													
1		37,524	37,824	38,124	38,424	38,724	39,024	39,324	39,624	39,924	40,224	40,524	40,824	41,124	
2		38,224	38,524	38,824	39,124	39,424	39,724	40,024	40,324	40,624	40,924	41,224	41,524	41,824	
3		38,939	39,239	39,539	39,839	40,139	40,439	40,739	41,039	41,339	41,639	41,939	42,239	42,539	
4		39,669	39,969	40,269	40,569	40,869	41,169	41,469	41,769	42,069	42,369	42,669	42,969	43,269	
5		40,414	40,714	41,014	41,314	41,614	41,914	42,214	42,514	42,814	43,114	43,414	43,714	44,014	
6		41,174	41,474	41,774	42,074	42,374	42,674	42,974	43,274	43,574	43,874	44,174	44,474	44,774	
7		41,949	42,249	42,549	42,849	43,149	43,449	43,749	44,049	44,349	44,649	44,949	45,249	45,549	
8		42,739	43,039	43,339	43,639	43,939	44,239	44,539	44,839	45,139	45,439	45,739	46,039	46,339	
9		43,544	43,844	44,144	44,444	44,744	45,044	45,344	45,644	45,944	46,244	46,544	46,844	47,144	
10		44,364	44,664	44,964	45,264	45,564	45,864	46,164	46,464	46,764	47,064	47,364	47,664	47,964	
11		45,199	45,499	45,799	46,099	46,399	46,699	46,999	47,299	47,599	47,899	48,199	48,499	48,799	
12		46,049	46,349	46,649	46,949	47,249	47,549	47,849	48,149	48,449	48,749	49,049	49,349	49,649	
13		46,914	47,214	47,514	47,814	48,114	48,414	48,714	49,014	49,314	49,614	49,914	50,214	50,514	
14		47,794	48,094	48,394	48,694	48,994	49,294	49,594	49,894	50,194	50,494	50,794	51,094	51,394	
15		48,689	48,989	49,289	49,589	49,889	50,189	50,489	50,789	51,089	51,389	51,689	51,989	52,289	
16		49,599	49,899	50,199	50,499	50,799	51,099	51,399	51,699	51,999	52,299	52,599	52,899	53,199	
17		50,524	50,824	51,124	51,424	51,724	52,024	52,324	52,624	52,924	53,224	53,524	53,824	54,124	

Calendar Year Salaries

Rank A

		Degree													
		None	+15	+30	+45	+60	+75	+90	+105	+120	+135	+150	+165	+180	
		Associate						+15	+30	+45	+60	+75	+90	+105	+120
Degree		0	15	30	45	60	75	90	105	120	135	150	165	180	
		Bachelor									+15	+30	+45	+60	
Step		Masters													
1		48,781	49,081	49,381	49,681	49,981	50,281	50,581	50,881	51,181	51,481	51,781	52,081	52,381	
2		49,691	49,991	50,291	50,591	50,891	51,191	51,491	51,791	52,091	52,391	52,691	52,991	53,291	
3		50,621	50,921	51,221	51,521	51,821	52,121	52,421	52,721	53,021	53,321	53,621	53,921	54,221	
4		51,570	51,870	52,170	52,470	52,770	53,070	53,370	53,670	53,970	54,270	54,570	54,870	55,170	
5		52,538	52,838	53,138	53,438	53,738	54,038	54,338	54,638	54,938	55,238	55,538	55,838	56,138	
6		53,526	53,826	54,126	54,426	54,726	55,026	55,326	55,626	55,926	56,226	56,526	56,826	57,126	
7		54,534	54,834	55,134	55,434	55,734	56,034	56,334	56,634	56,934	57,234	57,534	57,834	58,134	
8		55,561	55,861	56,161	56,461	56,761	57,061	57,361	57,661	57,961	58,261	58,561	58,861	59,161	
9		56,607	56,907	57,207	57,507	57,807	58,107	58,407	58,707	59,007	59,307	59,607	59,907	60,207	
10		57,673	57,973	58,273	58,573	58,873	59,173	59,473	59,773	60,073	60,373	60,673	60,973	61,273	
11		58,759	59,059	59,359	59,659	59,959	60,259	60,559	60,859	61,159	61,459	61,759	62,059	62,359	
12		59,864	60,164	60,464	60,764	61,064	61,364	61,664	61,964	62,264	62,564	62,864	63,164	63,464	
13		60,988	61,288	61,588	61,888	62,188	62,488	62,788	63,088	63,388	63,688	63,988	64,288	64,588	
14		62,132	62,432	62,732	63,032	63,332	63,632	63,932	64,232	64,532	64,832	65,132	65,432	65,732	
15		63,296	63,596	63,896	64,196	64,496	64,796	65,096	65,396	65,696	65,996	66,296	66,596	66,896	
16		64,479	64,779	65,079	65,379	65,679	65,979	66,279	66,579	66,879	67,179	67,479	67,779	68,079	
17		65,681	65,981	66,281	66,581	66,881	67,181	67,481	67,781	68,081	68,381	68,681	68,981	69,281	

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

- 9/1/16 - \$1367 per contact hour
- 9/1/17 - \$1367 per contact hour
- 9/1/18 - \$1435 per contact hour
- 9/1/19 - \$1478 per contact hour
- 9/1/20 - \$1522 per contact hour
- 9/1/21 - \$1575 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.<sup>7</sup> Compensation for overload, Winter, 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:

9/1/2016	\$43.23
9/1/2017	\$43.23
9/1/2018	\$44.31
9/1/2019	\$44.98
9/1/2020	\$45.65
9/1/2021	\$46.45

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:

9/1/16	\$29.22
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<sup>7</sup> For Academic Year 2020-2021, Academic Year Faculty shall be paid their annual salary over 27 pay periods. Academic Year Faculty need to be paid over 27 pay periods once every 12 years to maintain the initial payment for the Academic Year within a reasonable timeframe of the start of the Academic Year.

9/1/17	\$29.22
9/1/18	\$29.95
9/1/19	\$30.40
9/1/20	\$30.86
9/1/21	\$31.40

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. For Full-Time Faculty hiring, the College shall utilize the application form, resume, and 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.

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 that 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" – To the extent the Joint Curriculum Advising Committee Report conflict with Article VIII HOURS OF WORK E. Part II – ADVISORS, Article VIII, E, Part II shall control.

**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 achieves and maintains 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 & Staff 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 as follows:

A. We expect each faculty member to meet his or her obligations under the Collective Bargaining Agreement which includes full participation in the assessment of student learning and student learning outcomes at the course, program, and institution levels.

B. Unless otherwise required, we encourage each faculty member to:

1. Develop and maintain courses of quality in his or her field of expertise, develop and maintain up to date course objectives and course requirements, and 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 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 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 encourage students to consult with him or her during office hours.
7. Contribute to the development of his or her department, discipline, and the College by being involved with committee work and other activities that will help the College.
8. Contribute to the advancement of community college teaching through research, publications, and presentations at professional meetings.
9. Conduct his or her non-teaching administrative activities in a timely and effective manner.
10. Become involved in the academic life of the College by participating in and attending curricular activities beyond the scope of the classroom and by encouraging students to do the same.

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.

## EXHIBIT G - WORKFORCE DEVELOPMENT SIDE AGREEMENT

1. The College has the right to hire the most qualified individual for courses provided through the Division of Workforce and Economic Innovation (both credit and non-credit) offered to clients where enrollment is limited to the client's own employees. The Faculty and Staff Federation will be promptly notified when this happens. Credit course instructors must be approved by the appropriate Department Head of the relevant Academic Division. Employees who earn seniority through these programs can only use that seniority for assignment in workforce development. On July 15th, the College will create a list of all non-credit courses taught under contract with an outside client during the previous year. Such list will include the title of the course, the instructor, the name of the outside client and consist of the courses taught in the following term: Summer 2 of the previous academic year, Fall, Spring and Summer 1 of the current academic year.
2. For open enrollment non-credit courses in Workforce and Economic Innovation Division:
  - a. Every year in August and April, the Workforce and Economic Innovation Division will seek applications from among College faculty for teaching positions. Announcement of such available offerings and the qualifications for teaching such offerings will be made via email to all Full-time and Part-time/Visiting Lecturer Faculty. The Faculty & Staff Federation shall be copied on this email. Faculty members who wish to be considered for these positions must reply to the announcement within five (5) working days of the email.
  - b. The College administration shall establish a list of qualified CCP faculty based on the written set of qualifications. The list shall indicate the standard non-credit courses for which the instructor is qualified.
  - c. When offerings become available, the College shall send an email message to the pre-approved faculty in Section 2. B. informing them of the availability of courses. Faculty shall have 48 hours to respond to this email and inform the Workforce and Economic Innovation Division of their availability.
  - d. The Division of Workforce and Economic Innovation shall assign the non-credit course to the qualified and available faculty on the pre-approved list who timely responded to the opportunity in the following order: full-time faculty in FT seniority order and then PT/VL faculty in pool seniority order in accordance with the PT/VL agreement provided, however, that the College may use up to 15% seniority exceptions for these assignments. The 15% seniority exceptions shall be based on the total number of non-credit courses provided through the Workforce and Economic Innovation Division in the prior fiscal year. The College shall notify the Federation if it needs additional seniority exceptions and provide them with an opportunity to respond within two working days. Reasonable requests by the College for such additional exceptions to seniority shall not be unreasonably withheld.
  - e. If no one on the pre-approved list responds within two business days, the College may hire the most qualified individual or subcontract the work to a third party. The Federation will be notified of any decision to subcontract the non-credit WEI offering under this provision.
3. Notwithstanding anything in Sections 1 or 2, nothing provided in this Article shall prevent the College from engaging in partnership opportunities for the provision of non-credit courses or programs with other entities involving the use of the College's facilities, enrollment management services, bursar and payment services, marketing and/or other services of the College.

**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 Hitzenko 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 requirement
- In 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 N. 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. Kelsner

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