

**MEMORANDUM OF AGREEMENT – ADJUNCT/VISITING LECTURER  
BARGAINING UNIT**

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

1. **Term - September 1, 2024-August 31, 2027**
2. **Wage Increases - Credit Teaching**
  - a. Year 1 (September 1, 2024-August 31, 2025) - 5.0%
  - b. Year 2 (September 1, 2025-August 31, 2026) – 4.0%
  - c. Year 3 (September 1, 2026-August 31, 2027) - 4.0%
3. **Wage Increase - Part-Time Hourly and Credit-Free**
  - a. Year 1 (September 1, 2024-August 31, 2025) - 3.5%
  - b. Year 2 (September 1, 2025-August 31, 2026) – 3.0%
  - c. Year 3 (September 1, 2026-August 31, 2027) - 3.0%
4. **Merit Increase** – For Adjuncts with (1) (a) Doctorate or (b) Masters’ Degree and completion of probation period; and (2) Evaluation as overall rating of “Exceeds Expectations” or equivalent in Department Evaluation and with approval by Department Head, Dean and Provost. Adjunct shall receive the title Adjunct Assistant Professor and receive a rate of \$25 per credit hour higher than their pool rate.
5. Minimum hourly rate for adjunct work increased from \$20 to \$25 per hour and \$25 to \$30 per hour for orientations and trainings.
6. **Course Prep Fee for Cancelled Courses** – If the College cancels a course which: (1) has previously been assigned to an adjunct and accepted by the adjunct (as confirmed through CCP email between the department chair and adjunct); and (2) such cancellation occurs with less than seven (7) calendar days’ notice to the adjunct which notice shall be provided through their CCP email account; then the College shall pay the adjunct a course prep fee of \$400.00 less applicable taxes and withholdings.
7. **Benefit Improvements and Other Minimal Healthcare Changes**

**(Please Note: Premiums, Deductibles, and Co-Pays will remain the same as in current Adjunct/VL CBA for PPO plan, HMO plan and prescription plan; other than emergency room co-pay).**

- a. Higher Co-Pay for Emergency Room Appointments for both PC (\$150) and Keystone (\$100).
- b. United Concordia Dental Plan will no longer be an option to elect after execution of this MOA.
- c. Other changes to Full-Time Faculty Healthcare Benefits shall apply to Visiting Lecturers.
- d. Move Adjuncts premium contributions to monthly schedule to match months covered (i.e. 6 months instead of 4 months) for administrative ease.

**8. Domestic Partner Benefits for Full-Time Employees - Detailed Agreement #1  
Revision to Fair Practices language:**

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, **gender** 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 their family.

C. When a College employee has a ~~same-sex~~ **domestic** partner who meets the standards for spousal equivalency, the Board shall treat this ~~same-sex~~ **domestic** 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) [DELETED]

**9. Pay Errors.** CCP will not seek repayment of overpayments caused by CCP administrative error through no fault of Employee that are more than one (1) year old.

**10. Lecturer.** Replace “Visiting Lecturer” Structure with “Lecturer.” Appointments by Department Head with Dean and Provost approval based on qualifications and performance and not seniority based. Lecturer appointments may be for a semester or a year. Lecturer positions may be for credit and credit-free. Merit based Fellowships may be eligible for reclassification after 14 Lecturer Unit Credit Teaching, Counselors, Advisors, Learning Lab, and Librarians, but Credit-Free Lecturer Positions are not eligible for reclassification into Full-time Unit.

**11. Appointment Letters.** Appointment letters will be sent electronically to all faculty assigned courses and/or hourly work each semester with seniority pool, pay rate, pay periods, and dates of employment. Appointment letters will include a disclaimer that the assignment and/or hourly work is subject to change.

**12. Service Award.** Service Award recognition of PT/VLs in Pool VI or higher (20 seniority points or more).

**13. Revise Exhibit E** - Contractual Duties consistent with goals of full-time faculty proposal but adjusted for adjunct position and appointment periods.

Revise Exhibit E – Remove Title “Guidelines For Faculty Participation in Life of the College” -

Maintain first three paragraphs and revise remaining as follows:

A. We expect each faculty member to meet their obligations under the Collective Bargaining Agreement which includes full participating in the assessment of student learning outcomes at the course, program, and institutional levels and further require faculty to:

1. Develop and maintain courses of quality in their 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 their discipline and in issues related to teaching;
3. Strive for excellence in student outcomes through documented professional development, assessment and continuous improvement activities;
4. Conduct non-teaching administrative activities in a timely and effective manner (including but not limited to 20% enrollment verification reports and 50% academic progress reports and submitting grades on time);
5. Complete retention data on timely basis (e.g. Starfish); and
6. Actively work to close racial equity gaps in accordance with Divisional Priorities and Strategic Pillar No. 6 on Diversity, Equity and Inclusion and the College’s Racial Equity Change Efforts.

Faculty are encouraged to:

1. Participate in the department and college-wide activities;
2. Cooperate with colleagues by covering classes for them when necessary and be available to guest lecture in other classes when one’s expertise is desired;
3. Commit time to work with students outside of class;
4. Contribute to the development of one’s department, discipline, and the College by being involved with committee work and other activities that will help the College
5. Contribute to the advancement of the community college teaching through research, publications, and presentations at professional meetings; and
6. Become involved in the academic life of the College by participating in and attending curricular and co-curricular activities beyond the scope of the classroom and by encouraging students to do the same.

**14. Anti-racist training** required once every three years – Two-hour course for \$60.00.

**College Counter Proposal on Health and Safety Committee (only showing language added to Exhibit F):**

2. Committee Meetings and Employee Involvement
  - The Health and Safety Committee shall be lead by 2 Co-Chairs, one from the College Administration and one from the Union. The College shall appoint the College Administration Co-Chair and the Union shall appoint the Union Co-Chair.
  
3. Hazard Assessment and Control
  - Make written recommendations for personal protective equipment needs.
  
4. Safety/Health Planning
  - Make recommendations for a College policy to respond to poor air quality days.
  - Make recommendations for a College policy on temperatures in the classroom.

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

SIGNATURES NEXT PAGE

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

By : \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Community College of Philadelphia

By: \_\_\_\_\_

President Donald Generals, Ed.D.

Date: \_\_\_\_\_