

MEMORANDUM OF AGREEMENT – CLASSIFIED 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 Classified 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**
 - 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. **Increase in Minimums**
 - a. Year 1 - September 1, 2024 Grade 2 minimum - \$19 per hour
 - b. Year 2 - September 1, 2025 Grade 2 minimum - \$20 per hour
 - c. Year 3 - September 1, 2026 Grade 2 minimum - \$21 per hour

\$1 differential between each grade with creation of additional grades 9 and 10.

Effective September 1, 2024:

- Grade 2 - \$19.00**
- Grade 3 - \$20.00**
- Grade 4 - \$21.00**
- Grade 5 - \$22.00**
- Grade 6 - \$23.00**
- Grade 7 - \$24.00**
- Grade 8 - \$25.00**
- Grade 9 - \$26.00**
- Grade 10 - \$27.00**

Effective September 1, 2025:

- Grade 2 - \$20.00**
- Grade 3 - \$21.00**
- Grade 4 - \$22.00**
- Grade 5 - \$23.00**
- Grade 6 - \$24.00**
- Grade 7 - \$25.00**
- Grade 8 - \$26.00**
- Grade 9 - \$27.00**
- Grade 10 - \$28.00**

Effective September 1, 2026:

Grade 2 - \$21.00

Grade 3 - \$22.00

Grade 4 - \$23.00

Grade 5 - \$24.00

Grade 6 - \$25.00

Grade 7 - \$26.00

Grade 8 - \$27.00

Grade 9 - \$28.00

Grade 10 - \$29.00

Employees will receive at least the yearly percentage wage increase in Section 2 plus any additional raise to meet new minimum for their grade each year.

4. Compensation Study Changes –

- a. Employees will be moved to the Grade recommended by the Compensation Study and will be at least at the minimum of any new grade.
- b. Salary Bands shall be revised to have a 53% spread from minimum to maximum.
- c. Add grades 9 & 10
- d. Replace Exhibit E job matrix with revised job matrix (Attached).

5. Typing/steno retesting

Eliminate typing/steno retesting when already qualified (Article IX, 4, n).

When an employee applies for a new position and passes the typing and/or steno tests, such test results shall remain valid for a period of twelve (12) months. In the event an employee applies for two (2) or more positions at the same time, that employee may take the typing and/or steno test(s) for each such position so applied for. **If an employee has already met the threshold for the new position in previous testing, an employee will not be required to retake the typing and/or steno test(s). Tests will be administered during an employee's regular working hours in an environment free of distractions.**

6. Seniority Bump- After 10 years in the same Grade, an Employee's wage rate shall be at least 10% above the minimum.

7. Shift Differential– Increase shift differential from \$0.35/hr. to \$0.60/hr.

8. OT Allowance - Increase overtime allowances: lunch from \$5.50 to \$10.00, dinner & transportation from \$11.00 to \$20.00.

9. **Benefit Improvements and Other Minimal Healthcare Changes**

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

- a. **Premium Sharing** - Eliminate premium sharing for Personal Choice \$50k or below
- b. **Parental Leave** – Employees may take up to 4 weeks of paid parental leave during the first year of their child’s birth or within first year of adoption of child.
- c. **Domestic Partner Benefits for Full-Time Employee** - 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]

- d. **Bereavement Leave**- Same definitions across bargaining units and consideration for differing religious and cultural practices. Employee shall be eligible to take up to five (5) consecutive working days of bereavement leave with pay for the death of an Immediate Family Member. Immediate Family Member shall include Spouse/Domestic Partner; Parent/Step-Parent/Parent-In-Law; Child/Step-Child; Sibling/Step-Sibling; Grandparent/Grandchild; or person who is a member of the employee's household as of the date of death, including a person who left the household to go to a nursing home, hospice, or hospital. Employee shall receive one-day bereavement leave for ex-spouse. The College shall consider a written request for the use of non-consecutive bereavement leave days for Immediate Family Members upon written request of the employee which shall not be denied without good reason.
- e. **Dental** - Dependents may stay on dental plan up to the age of 26.
- f. **Sunset low-enrolled Dental plan** – United Concordia Dental Plan - No new enrollees as of date of MOA.
- g. **Retirement** – Eliminate 1-year and 2-year probationary periods for retirement match for full-time and part-time Employees.
- h. **Post-Retirement Benefits** –
 - i. Add Medicare Advantage Plan options – Offer Medicare Part C options to existing options for retiree healthcare, but maintain Medigap Part F option as well.
 - ii. Sunset Keystone 65 plan. (Currently only 15 enrollees; no new enrollees).
 - iii. Coverage for Shingrix vaccine.

- i. Spouse in full-time units who has healthcare through another employer pay incentive to stay on other employer plan (\$500).
- j. Higher Co-Pay for Emergency Room Appointments for both PC (\$150) and Keystone (\$100).
- k. No contributions to 403(b)plan when on long-term disability.

10. Rights of Federation –

- a. Grievance investigation time for General Officers (Article IV. 12)

The investigation of grievances will normally be conducted during non-working hours. Should it become necessary for such investigation to take place during the work day, **general officers and** the-co-chairperson(s) will be granted the necessary time off provided the affected **general officers and** co-chairperson(s) receive the approval of his/her supervisor, and such time does not exceed seven and one-half (7 1/2) non-cumulative hours per week total for each **general officer or** co-chairpersons. The approval of the supervisor shall not be unreasonably withheld. In the event that legitimate federation business requires the involvement of the **general officers and/or** co-chairs in excess of seven and one-half (7 1/2) hours per week, every effort will be made to allow the additional time unless operational needs require the officers' presence in their work areas.

- b. Federation presence at new employee orientation (Article IV. 17)

17. A representative of the Federation will be granted thirty (30) minutes during all new employee orientation sessions that include Classified Employees. The College will notify the Federation of the dates, times and locations of these meetings.

11. Anti-racist training required once every three years.

12. 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.

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: _____