

MEMORANDUM OF AGREEMENT – FULL-FACULTY 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 Full-Time Faculty 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. **Merit Increases**

- a. Larger Increases for Associate and Full Professor promotions - \$2,500 for Rank 7 and \$2,500 for Rank 8
- b. Eliminate bump for ABD; Larger Increase for receiving Doctorate - \$2,500
- c. Move an extra step upon achieving tenure in accordance with Number 6 (Revised Tenure Process) below.
- d. Remove subtraction table from initial salary step schedule.

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

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

- a. **Parental Leave** – Employees who have been employed on a full-time basis for at least one year 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 or placement of a foster child. Employee may only take parental leave once per Academic Year (September 1-August 31).
- b. **Premium Sharing** - Eliminate premium sharing for Personal Choice \$50k or below.
- c. **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 (I) 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. **Sick Leave** - Use of sick days for dependent care consistent with Classified CBA.
 - i. Article XII: Leaves, Section A, Childcare: The College shall allow use of four (4) sick days a year for dependent care, except during restricted periods and provided that personal days are exhausted.
- e. **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.
- f. **Dental** –
 - i. Dependents may stay on dental plan up to the age of 26.
 - ii. Sunset low-enrolled Dental plan – United Concordia Dental Plan. (No new enrollees as of date of MOA).
- g. **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.
- h. **Incentive** – For spouse of Employee in full-time units who has healthcare through another employer, the College will pay an incentive to stay on other employer plan (\$500).
 - i. Higher Co-Pay for Emergency Room Appointments for both PC (\$150) and Keystone (\$100).
 - j. No contributions to 403(b)plan when on long-term disability.

5. **Revise Article V. Section B - Evaluation and Exhibit E**

Article V – Academic Qualifications:

Revise B- Evaluation – Revise and Update the Agreement on Evaluation for Self-Improvement, Retention and Promotion (2012), and Exhibit E

Revisions to include: “Each Employee shall complete a Two-Year Professional Development Plan that addresses the College-Wide Criteria, the requirements in Exhibit E (as expanded below), and any requirements in Department Evaluation Plans. The Two-Year Professional Development Plan shall be reviewed and approved by the Department Head or the content-expert designated by the Department Head, the Dean for the Division, and the Provost and Vice President of Academic & Student Success or their designee.”

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

Maintain first three paragraphs.

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. Participate in the department and college-wide activities related to self-improvement evaluation;
5. 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;
6. Commit time to work with students outside of class, use office hours to assist students, and encourage students to consult with during their office hours;
7. 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;
8. 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);

9. Complete retention data on timely basis (e.g. Starfish); and
10. 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. Contribute to the advancement of the community college teaching through research, publications, and presentations at professional meetings; and
2. 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.

6. **Revise Article on Renewals and Non-renewals for Tenure-Track Employees and Rank A and B Employees**

A. Renewals for Tenure-Track Employees and Rank A and B Employees
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.

B. Non-renewals for Tenure-Track Employees

Recommendations for non-renewal shall be initiated by the Department Head or the Dean of the Division by February 1 for the following academic year. The Department Head and/or Dean shall meet with an Employee who is being considered for non-renewal by March 1. If an Employee fails to meet with the Department Head and/or Dean when scheduled, then the meeting requirement shall be waived. The Department Head's and/or Dean'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), the required duties in Exhibit E, and the specific criteria developed for this purpose by the department. These recommendations shall be sent to the Dean (if not initiated by the Dean) and higher authorities for their review and further action.

If the Board does not intend to reappoint a tenure-track faculty member, it shall so advise him/her as early as possible, but in no event later than March 15.

C. Basis for Non-renewal for Tenure-Track Employees

During a non-tenured, tenure-track Employee's first 24 months of employment (if hired for a fall semester start) or first 30 months of employment (if hired with a January 1 or spring semester start), a non-tenured, tenure-track Employee may be denied renewal for any reason or no reason at all. The College's decision not to renew a tenure-track Employee's contract during his first 24 months of employment (if hired for a fall semester start) or first 30 months of

employment (if hired with a January 1 or spring semester start), shall not be subject to the grievance and arbitration provisions provided in this Agreement. After a non-tenured, tenure-track Employee's first 24 months of employment (if hired for a fall semester start) or first 30 months of employment (if hired with a January 1 or spring semester start), a non-tenured Employee shall not be denied renewal without cause. Cause may include, but not be limited to: an unsatisfactory evaluation by their Department/Division; breach of professional ethics or College policy; incompetence; neglect of duty; or other failure to meet established job criteria. The College's decision not to renew an Employee after the Employee has completed at least 24 months of employment (if hired for a fall semester start) or first 30 months of employment (if hired with a January 1 or spring semester start), shall be subject to the grievance and arbitration procedures in this Agreement.

D. Non-renewals for Instructional Aides

Notice of non-renewal for all Instructional Aides shall be given by March 15. Rank A and B employees may be non-renewed for any reason during their first two years and such non-renewal shall not be processed through the grievance procedure and shall not be eligible for arbitration. An employee in Rank A or B who has at least two (2) year of continuous service since their 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 (for Rank A or B employees who have more than 2 years of service) shall be processed through the grievance procedure including Binding Arbitration.

E. Discontinuous Service (Same as prior Section D).

7. Meritorious Tenure Process

ARTICLE VII

TENURE (Modify Achieving and Removal of Tenure for Academic Excellence and Student Success)

A. Achieving Tenure.

1. The Administration shall advise each Employee, upon their appointment, of the substantive and procedural standards employed in decisions affecting renewal and tenure by supplying them with a copy of this Agreement.
2. "Tenure" shall mean the right of a person to hold their position and not to be removed therefrom except for cause in the manner hereinafter provided.
- 3.. Each Employee shall be advised when decisions affecting their renewal and tenure are being made and they shall be given the opportunity to submit material which they believe will be helpful to an adequate consideration of their circumstances.
4. Tenure shall be granted in accordance with the Achieving Tenure process included in **Exhibit _**.
5. 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.

B. Renewals for Tenured Faculty

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 the date shall be considered a refusal of the offer (and this shall be so specified in the contract renewals letter). The Board shall provide written acknowledgment to an Employee of the Board's receipt of that Employee's signed contract offer. If the Board does not intend to reappoint a tenured faculty member, it shall so advise him/her as early as possible, but in no event later than March 15.

C. Removal of Tenure and Non-Renewal

1. A tenured Employee shall be given written notification of the Board's intent to remove and non-renew a tenured Employee. Recommendations for removal from tenure and non-renewal

shall be initiated by the Department Head and/or Dean of the Division by February 1 for the following Academic year. Department Heads and/or Deans shall meet with an Employee who is being considered for removal of tenure and non-renewal by March 1. If an Employee fails to meet with the Department Head/Dean when scheduled, then

the meeting requirement shall be waived. The Department Head's and/or Dean's recommendations shall be made in accordance with Section (C). (2).

2. The service of tenured Employees may be terminated only after demonstration by the Board of:
 - (1) Incompetence;
 - (2) Deficient performance;
 - (3) Repeated non-compliance with contractual obligations;
 - (4) Serious misconduct; or
 - (5) Physical and/or mental incapacity which renders him/her unable to perform the duties of his/her position.

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

3. A tenured Employee shall receive their salary for the semester in which termination is completed and for the balance of their current contract.
4. Until the final decision on termination of a tenured Employee has been reached, that Employee may be suspended only if immediate harm to themselves or others is threatened by their remaining at the College. If they are suspended, the Employee shall receive their salary for at least the period specified in Section C above and will be continued in their duties for that period unless their welfare or the welfare and safety of the College requires that they be granted a leave of absence.
5. In the same manner as Employees who are eligible for tenure, Department Heads 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 their appointment out of the unit.

EXHIBIT _ - To ARTICLE VI- Achieving Tenure

1. **Time Period for Tenure**

Subject to the provisions of sub-paragraph (1) and (3), of Article __ “Tenure,” Assistant Professors, Associate Professors and/or Professors may be eligible to achieve tenure upon a sixth (6th) year of service counting from the original appointment at the level of Instructor or above. Tenure-Track Employees are eligible to apply starting in their fifth (5th) year) and ending in their seventh (7th) year).

If an Assistant Professor, Associate Professor, and/or Professors does not achieve tenure in the first application, such Assistant Professor, Associate Professor, and/or Professor may have one additional attempt. Tenure application expires at the end of the seventh (7th) year of employment. If an Employee does not achieve tenure by the end of their seventh (7th) year, they will automatically be non-renewed.

2. **Criteria for Tenure**

The minimum criteria for achieving tenure are demonstrating:

- (1) Exceeds expectations in teaching effectiveness (for classroom faculty) or student service

(for counselor, advisor, learning lab, and librarian faculty);
- (2) At least two (2) of the following four (4) achievements:
 - o Exceeds expectations in contributions to the development of one’s department and discipline
 - o Exceeds expectations in College-wide service and activities;
 - o Exceeds expectations in service to profession and/or community;
 - o Exceeds expectations in professional growth and development;
- (3) Time of service: Minimum of Five (5) Years of completed service; Maximum of Seven (7) Years of completed service. (May apply in 5th year to commence with 6th year contract); and
- (4) A Master’s Degree in the teaching discipline or related field. In rare cases where a Master’s Degree is not applicable to the discipline (as designated by the College), a minimum of a Bachelor’s degree and at least the equivalent of five years of full-time professional experience in the relevant field beyond. In all cases, the current minimum hiring requirements set forth by the College for each discipline are required.

3. Process - Community College of Philadelphia – Department Evaluation and Tenure Committees

Employees shall submit a statement demonstrating how they meet the Criteria for tenure to their Department Head and the Department Evaluation Committee (“DEC”). Each Department shall elect a DEC for the purpose of making recommendations with respect to tenure which shall have a minimum of three members. The DEC shall consist of a diverse group of tenured faculty from the Department or related Department within the Division.

The DEC shall review the Employee’s statement and other supporting evidence submitted by the Employee. The DEC’s recommendations shall be reviewed by the Department Head who shall also consider Department Evaluations and other material information related to the Employee’s performance such as department evaluations, student evaluations and documentation of compliance with contractual duties including duties required in Exhibit E. If recommended for tenure and approved by the Department Head, the Department Head shall forward their recommendation to the College-Wide Faculty Tenure Committee and include the recommendation of the DEC.

The College-Wide Faculty Tenure Committee (TC) shall consist of ten (10) diverse, tenured members of the full-time faculty elected by the entire full-time faculty. At all times, the TC committee membership shall include a proportional number of full-time faculty representatives from the Math, Science, and Health Careers Division, the Business and Technology Division; the Liberal Studies Division; the Division of Educational Support Services; and the Counseling Faculty that correlates with the number of full-time faculty in each Division (and Counseling) or a similar pro-rated representation from these Divisions should these Divisions be reorganized.

The TC will review recommendations of the Department Head, the DEC and all supporting materials. The TC will then provide recommendations of the qualified faculty up for tenure, in accordance with the Criteria for Tenure in Section 2 to the Academic & Student Success Council led by the Provost & Vice President of Academic & Student Success. At least six (6) members of the TC shall vote in favor of tenure for the Employee to move forward to the Academic & Student Success Council. The Provost & Vice President will make recommendations for tenure to the President. The President will make final recommendations for action by the Board of Trustees.

8. **Art. VIII. Ranks.** After achieving tenure, a Full-Time Faculty member can change their selection of any of the three workload options one time beginning their first year as tenured faculty. Faculty who are precluded from selecting the 24 credit/ 30 contact hour course load will only be eligible to select from the 27 credit/ 33 contact hour or 30 credit/ 36 contact hour workloads.
9. **Article XXIV – Educational Technology and Distance Learning** -- Eliminate Section B.
10. **Curriculum Coordinators in Section H.** In Fall and Spring semesters, Curriculum Coordinators shall have as close to 25% released time of the 30 credit/36 contract hour workload as possible. They shall receive one course released with the balance of 25% of the 30 credit/36 contact hours as extended time (*i.e.* 3.75 credits (3 credit released; and .75 credits extended time). Duties of Curriculum Coordinators shall be periodically updated by their Deans.
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.
13. **Modifications to Article XXI: Institutional Participation.**
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.
14. **Job Title Change:** For Rank A and B faculty, change job title to Instructional Technologist.

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 ON 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: _____