

**AGREEMENT**

**BETWEEN**

**HUDSON COUNTY COMMUNITY COLLEGE**

**and**

**HUDSON COUNTY COMMUNITY COLLEGE  
PROFESSIONAL ASSOCIATION**

**July 1, 2022 to June 30, 2025**

Prepared by:

**SCARINCI & HOLLENBECK**  
1100 Valley Brook Avenue  
PO Box 790  
Lyndhurst, New Jersey 07071

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## **AGREEMENT**

This Agreement made this   9th   day   December   of 2022, between the HUDSON COUNTY COMMUNITY COLLEGE (hereinafter referred to as the “College”) and the HUDSON COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION, (hereinafter referred to as the “Association”).

## **WITNESSETH**

**Whereas**, the Public Employment Relations Commission certified the Association as the exclusive representative for the purposes of collective negotiations with respect to wages, hours, and all terms and all conditions and of employment for those referred to herein within the meaning of the Act; and

**Whereas**, this certification requires the College to recognize the Association as the exclusive representative for the purposes of collective negotiations with respect to wages, hours, and all terms and all conditions of employment for these College employees;

**Now therefore**, the College and the Association mutually agree as follows:

## **ARTICLE I RECOGNITION**

1. The Board of Trustees of Hudson County Community College recognizes the Hudson County Community College Professional Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all members of the bargaining unit employed at present and hereinafter employed by the Board, including:
  - A. Full-time faculty including instructors, assistant professors, associate professors and professors;
2. The following positions, classifications, and titles are, however, excluded:
  - A. All managerial, executives, confidential, counselors, skill specialists, supervisors, nonprofessional security and craft employees, all other employees included in any other collective negotiations unit and all other employees employed by the Hudson County Community College.
3. Any other full-time positions with comparable responsibilities to those positions described in Article I A above created during the life of this Agreement will be added to the bargaining unit contingent upon the mutual agreement between the Association, other bargaining units, and the College. Any dispute regarding same may be arbitrated by the Public Employment Relations Commission (PERC).

4. Commencing with the 2022 academic fall term, the College and the Professional Association will explore the efficacy of bringing nursing lecturer staff into the unit to address the unique needs of the nursing staff and College, upon mutual agreement.

## ARTICLE II DEFINITIONS

1. The life of this Agreement shall be for the three-year period July 1, 2022 through June 30, 2025.
2. The term “Board” shall mean the Board of Trustees of Hudson County Community College, County of Hudson, State of New Jersey, or its duly designated agent(s).
3. The term “Association” as used in this Agreement shall mean the Professional Association of Hudson County Community College, the recognized sole representative for the negotiation unit.
4. The term “College” as used in this Agreement shall mean Hudson County Community College, of the County of Hudson, State of New Jersey, or its duly designated agent(s).
5. The term “Parties” when used in this Agreement shall mean the College and the Association in its capacity as exclusive sole representative of the employees in the bargaining unit.
6. The term “Unit Member” when used in this Agreement, shall refer to any employees represented by the Association in the negotiating unit as defined above, and references to male employees shall include female employees.
7. The “Contract Administrator” shall be named by the College President to administer the provisions of this Collective Bargaining Agreement on behalf of the College; and the Contract Administrator shall ordinarily be the principal point of contact in matters regarding the interpretation of the Collective Bargaining Agreement on behalf of the College. The College President shall notify the Professional Association when the contract administrator is appointed.

## ARTICLE III MISCELLANEOUS PROVISIONS

1. **Non-Discrimination**
  - A. The College agrees there shall be no discrimination, and all practices, procedures, and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Unit Members or in the application or administration of this Agreement as set forth by law.
  - B. The College and the Association agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of

membership in the Association or for refusal to join the Association. The Association further agrees that it shall not unlawfully coerce employees into membership.

**2. Personal and Academic Freedom**

- A. The College herein declares its commitment to sustain the principles of academic freedom which are essential to teaching, administering and scholarly activity and which are the basic functions of higher education.
- B. This means for the bargaining Unit Member freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his or her duties.
- C. This means for those bargaining Unit Members who teach, freedom in the classroom to discuss controversial issues relating to the course, with the knowledge that he/she has an obligation to recognize his/her unusual influence on the opinions and values of the students with whom he/she works.
- D. This means retention of all his/her rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the bargaining Unit Member presents an image to the public by which his profession and the College may be judged. Therefore, he or she must at all times be accurate, show respect for the opinions of others, and must make clear that he or she is not a spokesperson for the institution.

**3. Separability**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or government regulations, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law or government regulations. All other provisions or applications shall continue in full force and effect.
- B. Any individual contract or job description between the Board and an individual Unit Member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.

**ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES**

- 1. The Association and its duly authorized campus representatives may use College equipment, including typewriters, word processors, and personal computers, ITV classroom and fax machines or duplicating equipment, calculators, and all types of audiovisual equipment. Such permission shall be granted provided the equipment and facilities are not otherwise in use and when regular College procedures for using such equipment and building facilities have been followed. The Association shall pay for the

reasonable cost of all materials and supplies incidental to such use and damage to said equipment through use.

2. Any representative of the Association required to participate in negotiations, grievance proceedings, conferences or meetings during work hours shall suffer no loss of pay; however, when possible, such activities shall be conducted outside of regular work hours.
3. The Association may post material concerning Association activities on designated bulletin boards according to reasonable policies, which the College may establish for the posting of any public materials. No information shall be posted on-campus except in these designated spaces. The material shall clearly state that it is posted by the Association and that the Association is solely responsible for its contents and all liability regarding such posting and publication thereof.
4. The Association's duly authorized campus representatives shall have the right to reasonable use of the College's internal mail distribution system for Association communications.
5. The Association shall have the right to purchase office supplies and other materials from the College suppliers at the price paid by the College, provided this practice is in compliance with applicable law.
6. The College agrees to deduct dues for the Association from the wages of an employee covered by this Agreement, pursuant to the existing statute, as amended, provided:
  - A. A current written assignment executed by the employee is submitted to the College. The Association shall be responsible for the execution and submission of the forms to the College.
  - B. The College will deduct the current uniform dues from the pay of the employee(s) commencing ninety (90) days after the date of hire.
  - C. The College shall deduct annual dues in 20 equal payments over 10 months until dues are paid in full for the year. Should an Association member require a refund, it shall be the responsibility of the employee to obtain the appropriate refund directly from the Association.
  - D. If, during the life of this Agreement, there is any change in the rate of membership dues, the Association shall notify the College at least sixty (60) days prior to the effective date of such change.
  - E. The College will provide the Association on a semester basis a list of all positions within the unit as well as a list of all newly hired employees whose titles fall within the unit.

- F. Upon request, the President of the Association or his/her designee shall be provided with access to all Unit Members' schedules from appropriate administrators as soon as practical after the third week of each semester.
  - G. The Association shall certify in writing, signed by the President of the Association and filed with the Contract Administrator, the gross amount of the dues for the ensuing year for a Unit Member; such gross amount being an annual sum in an equal amount for each member of the Association.
  - H. The Association agrees to hold the College harmless and indemnify the College from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of this deduction, including specifically, any claim by any member or members of the unit or anyone representing such member(s). The Association shall have full responsibility for the funds so withheld and remitted to the Association or any member(s) of the unit concerning any use or expenditure thereof by the Association.
  - I. If a member of the unit has no earnings due, or in the event an amount is due to the Unit Member for any pay period after all other required or authorized withholdings have been taken, said amount being less than the Association dues to be withheld for such period, no deduction for such pay period will be made by the College for such member. No catch-up withholdings will be made in subsequent pay periods.
  - J. Each Unit Member's payroll deduction authorization filed with the Contract Administrator as provided in Section 6A above shall remain in effect during the life of this Agreement unless revoked in writing by the Unit Member. The member may revoke this authorization by providing written notice to the Contract Administrator.
- 7. The cost of publication of this Agreement shall be borne equally by the College and Association.
  - 8. All Professional Association executive officers shall receive release time in order for them to carry out the duties of their office in an effective and professional manner.
    - A. The President and Vice President of the Association shall each receive six (6) credits release time per semester, for a total of twelve (12) credits per officer annually.
    - B. The Treasurer, Corresponding Secretary, and Recording Secretary of the Association shall each receive three (3) credits release time per semester, for a total of six (6) credits per office annually.

**ARTICLE V  
RIGHTS OF THE BOARD OF TRUSTEES**

- 1. The Board of Trustees on its own behalf and on the behalf of the electors of Hudson County hereby retains and reserves unto itself all powers, rights, authority, duties, and



responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the affairs of the College, except as set forth in this Agreement; and
  - B. To hire all employees and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees; and
  - C. To establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board; and
  - D. To decide upon the means and methods of instruction and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and
  - E. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution of the United States and applicable statutes and regulations.
  3. No action, statement, agreement, settlement or representation made by any member of the unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto by appropriate Resolution.

## ARTICLE VI WORK OR BUSINESS INTERRUPTION

1. No Unit Member, officer or representative of the Association shall call, sanction, approve or engage in any strike or work interruption during the term of this Agreement.
2. The Board and/or its agents will not engage in any lockout during the term of this Agreement.

ARTICLE VII  
INITIAL EMPLOYMENT AND SENIORITY

**1. Initial Employment**

Any prospective employee whose position is included in this unit shall receive an initial letter of appointment once an offer to hire has been made. Faculty will be appointed at the rank for which they are qualified as set forth in Article IX.

**2. Retention of Employment**

For the purpose of retention of employment in the event of a reduction in workforce or elimination of course offerings, seniority will be the determining factor for retention within each discipline, field, or respective group as defined by Article I for which the senior person is qualified. The College will follow the procedures outlined in N.J.S.A. 18A:60-3 and N.J.A.C. 9:4-5.6 *et. seq.* Bumping rights shall not be applicable to employees who are non-renewed.

**3. Recall to Employment**

In the event that an Association member is recalled prior to the date indicated in the procedures for termination of benefits as defined by the State Health Plan and/or other carriers or the law itself, the Association member shall not be considered a new employee for the purposes of benefits provided under this Agreement.

**4. Benefit Level**

All full-time employees of the College covered by this Agreement shall be entitled to the same level of benefits.

**5. Reduction In Force**

In the event the College exercises its right to effectuate a reduction in force for reasons of economy and efficiency, the Board of Trustees shall provide each employee to be laid off with 105 days notice prior to the layoff.

**6. Faculty Retraining**

In the event a faculty Association member is terminated due to a Reduction In Force due to a fiscal crisis, a natural diminution in the number of students in a program, or a reduction in programs, the College may, at its discretion, offer individual faculty retraining, subject to the following conditions:

A. The decision of whether or not to offer any faculty member retraining is an exercise of managerial prerogative and such decision is therefore not subject to the Grievance Procedure of this Agreement.

B. There will be no payment by the College to the faculty Association member of any salary or benefits during the retraining period other than compensation if the faculty Association member actively works at the College during the period of training. If the faculty member teaches a full load (15 Credits) during the retraining period, such member shall be paid regular compensations and benefits. If the faculty member

teaches less than a full load, such member shall be paid at the adjunct rate per credit taught, with no benefits.

- C. A faculty Association member will not have any bumping rights with respect to any new position for which he or she has been trained under this Faculty Retraining Program.
- D. A faculty Association member who is retrained under this Faculty Retraining Provision does not have an entitlement to the new position for which he or she is being trained unless a position is available when the faculty Association member has completed his or her training for that position.
- E. Retraining must be completed within one year of its commencement.
- F. As part of the Faculty Retraining Program, a faculty Association member may pursue only graduate level credits. A faculty Association member may only pursue up to 18 such credits.
- G. A faculty Association member who is retraining under the Faculty Retraining Program will retain his or her seniority with respect to length of service at the College, however, a faculty Association member who is retrained under the Faculty Retraining Program and who is placed into a new position as a result of such training will not have any seniority with respect to that new position until such seniority is earned according to the faculty member's length of service in that new position.

#### ARTICLE VIII PROBATIONARY AND WORKING TEST PERIOD

- 1. All new appointments shall be for a probationary period of ninety (90) days.
- 2. During the probationary period, employees may be terminated by the College without such termination being subject to the grievance and arbitration provisions set forth in this Agreement.

#### ARTICLE IX QUALIFICATIONS FOR TENURE AND FACULTY RANK

The purpose of promotion in academic rank is to acknowledge exceptional teaching and learning, scholarly and professional achievements, and service to the College and broader community.

- 1. Tenure at Hudson Community College follows the provisions set forth in NJ Administrative Code 18A:60-16. These provisions are operationalized in the HCCC Tenure Review Handbook, which is maintained by the College.
- 2. **Faculty Rank**
  - A. Instructor

Master's degree in a related area of expertise. In disciplines in which a Master's degree is unavailable or extremely rare, a Bachelor's degree with alternative credentials or a Bachelor's degree with significant industry experience may be substituted for the Master's degree. The Vice President for Academic Affairs will identify/approve terminal degrees in consultation with discipline faculty and division Deans.

B. Assistant Professor

Master's degree plus 12 graduate credits. Minimum of three (3) years' college teaching experience. Or two years' college teaching experience for those holding a doctoral degree. Instructors granted tenure shall be automatically promoted to Assistant Professor effective the following semester.

C. Associate Professor

Master's degree plus 20 graduate credits and a minimum of seven years' college teaching experience. Minimum of three (3) years at the rank of Assistant Professor, or two years for those holding a doctoral degree.

D. Professor

Completion of an accredited doctoral program with the exception of the dissertation (ABD) or Master's degree plus 30 graduate credits. Minimum of nine (9) year's college teaching experience and three (3) years at the rank of Associate Professor.

E. In exceptional circumstances, professional development may be accepted in lieu of graduate credits. Such experience may include but is not limited to industry certifications, attendance and/or coordination, and/or presentation at substantive professional conferences, seminars or workshops; leadership positions in professional organizations; publications/exhibitions; significant program/course development, significant contribution to the College's strategic planning, policy development, self-study and accreditation processes. The decision to accept or reject such experience shall be made by the Vice President for Academic Affairs.

**3. Faculty Rank for Culinary Arts and other Designated Technical Fields**

A. Instructor

Bachelor's degree and industry experience equal to five (5) years.

B. Assistant Professor

Bachelor's degree and industry experience equivalent to five (5) years with additional 3 years college teaching experience.

C. Associate Professor

Bachelor's degree with industry experience equivalent to five (5) years experience plus five (5) years college teaching experience. 18 graduate credits towards a relevant Master's degree.

D. Professor

Seven (7) years college teaching experience. Master's degree completed in relevant area.

E. The Vice President for Academic Affairs may specify other technical fields eligible for this rank structure.

**4. The Master of Fine Arts.**

The Master of Fine Arts (MFA) is the terminal degree for visual arts. No academic degree other than the MFA or equivalent professional achievement should be regarded as qualification for appointment to professional rank, promotion or tenure. Degrees in education and related fields shall not be required except for faculty appointed specifically to teach courses in education. Similarly, education degrees should not be regarded as constituting appropriate preparation for teaching studio art.

**ARTICLE X  
PROCEDURES FOR PROMOTION**

**1. Faculty**

All unit members seeking promotion shall follow the same procedure described as follows:

A. A written application for promotion to a higher rank with commensurate salary, together with the appropriate documentation must be submitted to the Promotion Committee in care of the appropriate Administrator on or before February 1, by any eligible faculty member (See eligibility requirements in accordance with minimum requirements as set forth in Article IX "Qualifications for Tenure and Faculty Rank").

B. The Promotion Committee shall be appointed in accordance with Article XI "Procedures for Selecting Promotion, Tenure, and Sabbatical Committees."

C. The application for promotion shall consist of the following:

1. Cover letter stating rationale for promotion

2. Current Curriculum Vitae

3. Supporting documents demonstrating the following criteria:

i. Teaching Effectiveness:

Continued excellence in teaching and commitment to growth and development as a teacher.

ii. College and Community Contributions:

Meaningful contributions to the College's mission through activities outside of teaching. Relevant activities may include service on committees,

governance, and task forces; participation in student activities and club advisement; development of programs and courses; and contributions to the broader community related to the faculty member's field or position at the College.

iii. Scholarly and professional achievement:

Continued growth and achievement in these areas as suited to the applicant's field and career path. Relevant activities may include continued graduate course work, publications/exhibitions, industry certifications, fellowships attendance and/or coordination and/or presentation at professional conferences, or substantive activity in professional organizations, awards and special recognition.

iv. Demonstrated Participation in Academic Assessment:

Relevant activities may include assisting with the completion of course, program, or college-wide assessment efforts.

4. Written evaluation by the supervisor
  5. Comprehensive evaluation(s) completed since the last promotion, as described in Article XX, Section 2 of this agreement.
  6. Promotion applications shall not include material and documents submitted as part of an applicant's Tenure Portfolio or applications for earlier promotions. Upon request, applicants shall provide copies of their Tenure Portfolio or earlier promotion applications to the Promotion Committee.
- D. The Promotion Committee shall review documents including written recommendations of the supervisors, interview candidates and their supervisor so long as the supervisor is not a member of the Promotion Committee, and make recommendations to the Vice-President for Academic Affairs by March 30. The Vice-President of Academic Affairs shall forward the Promotion Committee's recommendations, along with his/her recommendation, to the President by April 15. The Promotion Committee will notify each candidate of the results of the evaluation on or before April 15. The candidate shall have seven (7) days to make a written response. In the event that an eligible candidate is not recommended for promotion by the Promotion Committee, said candidate may appeal directly to the President. The President shall make promotion recommendations at the May meeting of the Board of Trustees.

- E. A unit member may not be promoted within three (3) years of the effective date of the last promotion, with the exception of those holding a doctoral degree as stipulated in Article IX, Section 1.
- F. Promotions granted shall become effective at the beginning of the academic year immediately following the date of approval by the Board of Trustees.
- G. Promotional Increments: The following promotion increments will be added to the base salary of all Association members receiving promotions to the positions of Assistant Professor, Associate Professor or Professor during the life of this agreement:
  - 1. Instructor to Assistant Professor                      \$2,500
  - 2. Assistant Professor to Associate Professor      \$3,000
  - 3. Associate Professor to Professor                      \$3,500
- H. Effective July 1, 2023, date of promotion will be reflected in the first paycheck of the academic year and will precede any contractual increases that year, as per the following schedule:
  - 1. Bring promotion to Minimum
  - 2. Add promotional increase per the relevant rank
  - 3. Effective % increase.

ARTICLE XI  
**PROCEDURES FOR SELECTING PROMOTION,  
 TENURE, AND SABBATICAL COMMITTEES**

**1. Composition of Committees**

- A. The Promotion Committee will consist of the Vice President for Academic Affairs or designee who will serve as Chair (non-voting); five (5) tenured faculty at-large members chosen through the division (with no more than one from each of the five (5) academic areas listed in section 2.A below), a tenured union representative (non-voting and non-participatory); A Compliance Officer (either the Vice President for Human Resources or Vice President for Diversity, Equity and Inclusion) (non-voting and non-participatory), and two (2) Deans' Council representatives.
- B. The Tenure Committee will consist of the Vice President for Academic Affairs or designee who will serve as Chair (non-voting); five (5) tenured, faculty at-large members chosen through the division (with no more than one from each of the five (5) academic areas listed in section 2.A below), a tenured union representative (non-voting and non-participatory); a Compliance Officer (either the Vice President for Human Resources or Vice President for Diversity, Equity and Inclusion) (non-voting and non-participatory), and two (2) Deans' Council representatives.

- C. The Sabbatical Committee will consist of the Vice President for Academic Affairs or designee who will serve as Chair (non-voting); five (5) tenured faculty, at-large members chosen through the division (with no more than one from each of the five (5) academic areas listed in section 2.A below), a tenured union representative (non-voting and non-participatory); a Compliance Officer (either the Vice President for Human Resources or Vice President for Diversity, Equity and Inclusion) (non-voting and non-participatory), and two (2) Deans' Council representatives.

## 2. **Identification of Committee Members**

- A. Five (5) tenured, at-large members will be chosen through the division (with no more than one representative from each of the following five (5) academic areas: 1. English, Academic Foundations English, and ESL, 2. STEM and Academic Foundations Math, 3. Humanities and Social Sciences, 4. Business, Culinary Arts, and Hospitality Management, 5. Nursing and Health Sciences.).
- B. All faculty members serving on Promotion, Tenure, and Sabbatical committees must be tenured.
- C. The Deans' Council elects two (2) representatives for each committee.
- D. Applicants for Tenure, Promotion or Sabbatical may not serve on the committee evaluating their application.
- E. Service in any academic year must be limited to one (1) committee only.
- F. A representative may not serve for two (2) consecutive years on the same committee.
- G. Professional Association representatives will be appointed by the Association President and serve in a compliance capacity.
- H. In the event there is not a tenured faculty member to represent an academic area, the Professional Association President and the Vice President of Academic Affairs will identify a faculty representative from another academic area to serve on that committee. Whenever possible the faculty representative shall be selected from elected alternates.

## ARTICLE XII FACULTY RESPONSIBILITIES

### 1. **Academic Year**

The College shall establish an academic year for faculty members consisting of thirty (30) weeks divided into two (2) fifteen-15 week semesters each, which shall include the time allocated for final examinations. The fall semester shall end no later than the twenty third of December. The period between the fall semester and the spring or second semester is designated as "semester break" for all faculty members, and they are not required to perform any teaching duties during said period.



2. **Academic Calendar**

The Vice President for Academic Affairs or his/her designee will forward a copy of the academic calendar to the Association President for his/her comments at least five (5) business days before the calendar becomes official.

3. **Normal Teaching Load**

The normal teaching load for each full-time faculty member shall be fifteen (15) contact hours per semester with a maximum of thirty (30) contact hours per academic year. A contact hour is equivalent to fifty (50) minutes of instruction, lecture, or lab.

4. **Office Hours**

A faculty member shall maintain one (1) hour per week for each five (5) hours of instruction assigned, including overload courses, for student consultation and advisement. Faculty members may elect to hold one of their required office hours remotely. All hours of advisement in excess of three hours per week shall be by appointment only and may be conducted remotely. Faculty who teach in the evening shall accommodate students with office hours in the evening. Faculty who teach online shall accommodate students with online office hours.

5. **Advisement**

The faculty Association members agree to undertake advisement of students. Regular Association members will advise program-ready students. ESL faculty Association members who do not teach program-ready students will be assigned students in Level III through V for advisement. The parameters of the advisement program are as set forth below:

- A. Each unit member shall provide advisement for a group of no more than 25 assigned advisees. Student advising may include assisting advisees in selecting and registering for courses, changing schedules, reviewing advisee's academic progress and plans, providing guidance on career and transfer goals, and referring students to academic and student support services as needed. Student advisement may be carried out in face-to-face meetings or through email or phone communication.
- B. Each unit member shall devote seven hours per semester to advisement. This may include advising students directly or participating in advisement-related events.
- C. Additionally, unit members will participate in no more than four hours per year of faculty-advising-related professional development.
- D. The College will provide members access to and regular training in systems and software tools related to advising.
- E. The College will publish (online or in print) and keep updated a document detailing the guidelines and policies faculty should follow in advising students; those guidelines and policies must fall within the parameters of this agreement. This guide will include processes and procedures, including the assigning of advisees by Deans, processes for advisee changes, advising best practices, etc.

- F. Faculty Association members will not be held responsible for the decisions made by students after advisement has occurred and the College will indemnify faculty Association members for any action filed against Association members involving the performance of their advisement duties, so long as the faculty Association member is performing his/her job in a reasonable manner in accordance with the goals, objectives and policies of the College.
- G. Members can, at their request, have specific students removed from their list of assigned advisees.
- H. Whenever they have fewer than the maximum number of assigned advisees (as specified in Section 5A above), members can, at their request, have specific students added to their list of assigned advisees.
- I. Members who teach in non-degree-granting programs:
  - 1. Members who teach in non-degree-granting programs (i.e. ESL, Academic Foundations English and Academic Foundations Math), will, unless they choose otherwise, be assigned a new group of advisees each semester. When possible, each member's case load will be drawn from a course or courses the member is currently teaching.
- J. Members who teach in degree-granting programs:
  - 1. Members who teach in degree-granting programs will be assigned advisees who are majoring in the program or division in which the member teaches or in a related program.
  - 2. Once per semester, members shall review the academic plans and progress of each assigned advisee.
  - 3. Unless the advisor assignment is changed in response to a request, a student, once assigned, shall remain a member's advisee until the advisee is no longer considered an active student as determined by the College.

**6. College Service Days**

Faculty Association members will be responsible for one College Service Day during the Fall semester and one College Service Day during the Spring semester, for a total of two College Service days during the academic year. The College will schedule the Fall/Spring College Service days as close as possible to the Faculty Orientation meeting making every effort to merge the two.

**7. Culinary Arts Institute**

The Culinary Arts Institute work week and work year shall continue as currently established, for example, Culinary Arts faculty teach twenty-six (26) hours per week, 120 days per year maximum. If, as a result of the proposed reorganization of the Institute, the College elects to

change the terms and conditions related to workload, the Parties shall reopen negotiations to bargain the impact of the change.

**8. Academic Outcomes Assessment**

Faculty members are responsible for contributing to course, program, and institutional-level assessment as required, including formulating learning outcomes and assessment instruments, collecting and analyzing data, and making and implementing recommended curriculum changes.

**ARTICLE XIII  
ACADEMIC MATTERS**

**1. Scheduling of Courses and Overload**

- A. The assignment of courses and sections shall be determined by the mutual agreement of the faculty member and the division Dean or Program Director. If there is no mutual agreement, whenever possible, preference in the selection of courses and sections shall be assigned on a semester rotation basis among the qualified members in that division. Teaching assignments shall primarily be in the faculty members' area of academic expertise or a related field.
- B. For each academic term, full-time faculty shall have the right of first refusal to teach two (2) overload courses in their area of expertise or a related field. No faculty member shall be scheduled to teach more than two courses of overload in the Fall and Spring semesters.
- C. Overload assignments are voluntary.

**2. Teaching Hours and Teaching Load**

- A. Teaching schedules shall be arranged to provide a minimum of one preparation day per week.
- B. Whenever possible, teaching schedules shall be arranged so that the elapsed time between the beginning of the first class and the end of the last class shall not exceed eight (8) hours in any one day, unless greater elapsed time is agreed to by the affected faculty member.
- C. Overloads shall not be subject to the time restrictions in Section 2(B) above.
- D. As part of his/her normal teaching responsibility, a full-time faculty member shall be given no more than three (3) catalog number preparations per semester.
- E. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course with the approval of the division Dean, Program Director and/or the Vice President for Academic Affairs.

- F. Faculty schedules will be arranged, wherever possible, to allow faculty members to attend classes, for professional development purposes, at other institutions of higher education and/or to facilitate course preparation.
- G. A faculty member not scheduled for classes or other duties specified in this Agreement shall not be required to be present at the College.
- H. Full-time faculty members' class load may be compressed into no fewer than three days of on-campus teaching with the following exceptions:
  - 1. Faculty teaching two or more synchronous or asynchronous online courses and faculty whose schedules include six or more credits of release time may compress their schedules into no fewer than two days of on-campus teaching.
  - 2. Faculty whose teaching schedule is affected by cancellation of classes due to low enrollment or other extraordinary circumstances.

### 3. **Class Size**

The College will make every effort to adhere to the established class size maximums as established by the College and will not exceed the number of stations in any particular laboratory. The faculty member has the final say whether to accept students above the limits.

### 4. **Course Materials**

A. All texts and other teaching materials shall be selected each semester by the full-time faculty members teaching the same course. The full-time faculty in the academic discipline shall jointly assign the texts to be used by the part-time faculty in that discipline. The texts and other teaching material are subject to approval each semester of the appropriate division dean or program director. Alternate textbooks may be used with the approval of the division dean/program director in consultation with the area coordinator.

B. All texts shall be reviewed each semester by the appropriate full time faculty.

C. The texts must be selected sixty (60) days before the end of the semester preceding the classes in which they shall be used.

D. Selection of texts shall be made with due regard to the financial cost to the student.

### 5. **Change in Location of Class**

Faculty members may request a change in the location of a class. Such request shall be directed to the Registrar. This will not preclude conferring with the division dean or program director.

### 6. **Unstaffed Classes**

No class shall remain unstaffed for more than three (3) contact hours. The College shall provide a permanent or temporary instructor to cover such a class.

**7. Grading**

No final course grade assigned by a faculty member to one of his/her students may be changed without his/her written consent.

**8. Due Date for Final Grades**

Final grades are due to the Registrar three (3) working days from the end of final examinations.

**9. Multiple Location**

The College will make every reasonable effort to schedule faculty members' classes each day so as to avoid back and forth movement between college buildings and campuses. Teaching assignments at multiple locations shall be accepted on a voluntary basis at the faculty member's discretion.

**10. Repairs, Alterations, and Regular Maintenance**

Except in an emergency, repairs, alterations, and regular maintenance shall not interfere with classroom instruction.

**11. Payment Schedule**

All ten-month Unit Members shall have the option of receiving their annual salary in a ten- or twelve-month period. Once a Unit Member has selected either option, this option may not be changed until the beginning of the next academic year.

**12. Caps and Gowns**

The College shall purchase a cap, gown and hood for tenured full-time faculty members. The member shall be required to attend commencement.

**ARTICLE XIV  
COMPENSATION**

**1. Wages**

**A. Compensation System – for all Full-time Employees**

1. The College will implement a 30-Year Hybrid Parity Model, as a one-time adjustment, where employees are re-aligned along their salary range based on their "hybrid years." A hybrid year would give full credit to an employee for each year they have been serving in their current classification and one-half credit for time they have spent at the College in any other classification. By way of example, the analysis is based upon a 30-year basis, meaning employees with 30 or more hybrid years of experience would be placed at their grade maximum, whereas employees with 15 years would be placed at the midpoint of the range.

**B. Salary Increases**

1. Effective July 1, 2022, all full-time members shall receive an increase ranging from 3% to 15% to base salary, with a cap of \$9,000 in accordance with the 30-Year Hybrid Parity Model. For the 2022-2023 contract year, any applicable market wage adjustment based on the agreed Hybrid Parity Model will be applied immediately prior to any applicable salary increase resulting from rank promotion. All wage increased will be implemented on July 1, 2022.
  
2. Effective July 1, 2023, all full-time members shall receive an increase of 3% to base salary. For the 2023-2024 contract year, any applicable salary increase resulting from a rank promotion will be applied immediately prior to the 3% base wage increase for that contract year. All wage increases will be implemented on July 1, 2023.
  
3. Effective July 1, 2024, all full-time members shall receive an increase of 3% to base salary. For the 2024-2025 contract year, any applicable salary increase resulting from a rank promotion will be applied immediately prior to the 3% base wage increase for that contract year. All wage increases will be implemented on July 1, 2024.

**2. Longevity**

End of five (5) years of service	\$250.00
End of ten (10) years of service	\$500.00
End of fifteen (15) years of service	\$750.00
End of twenty (20) years of service	\$1000.00

Longevity increment will not be included in the base salary but will be paid once each year on or about July 1<sup>st</sup>.

**3. Salary Statement**

By August 15 of each year, the College will send each unit member a letter stating his/her annual salary.

**4. Overload Rate**

The overload rate will be increased as follows. Commencing July 1, 2022, the overload rate will be increased by 3% per credit for year one, two, and three of the contract.

<b>Overload Rates for Years 1, 2, 3</b>			
3% increase per year			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Instructor	\$1042.74CR	\$1,074.02	\$1,106.24
Assistant	\$1052.77CR	\$1,084.35	\$1,116.88
Associate	\$1062.79CR	\$1,094.67	\$1,127.51

Professor	\$1072.82CR	\$1,105.00	\$1,138.15
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ARTICLE XV  
**ADDITIONAL FACULTY ASSIGNMENTS**

**1. General Conditions/Criteria for Non-Teaching Assignments**

- A. Whether proposed by faculty or the Administration, additional faculty assignments such as preparing grant or aid requests, developing new programs or materials, preparing program accreditation documents or advising extracurricular clubs or activities, if outside of the scope of their job description, shall be compensated in a manner agreed upon by both Parties (e.g. release time or overload at the College’s prevailing overload rate). Acceptance or rejection of said assignment shall be made at the sole discretion of the faculty member. Additionally, whenever faculty enter into an agreement either individually or as a group with the College to do any special assignment, a written agreement must clearly state the terms and conditions of the assignment. These terms shall include, but not be limited to, a detailed description of the work, compensation, a timeline for its completion, and dates of payment. Before the assigned work is started, the faculty member(s) will receive a completed copy of the agreement including the signature of the assigning administrator, which shall function as a guarantee of the funding for the assignment. The signed agreement is binding on both parties. All agreements are entered into voluntarily by faculty members. The agreement may be completed either electronically or in hard copy.
- B. When such opportunities for extra compensation other than teaching are available, notice of such opportunities shall be circulated by the appropriate Administrator to the Association President and the Academic Affairs Council President as soon as the information is available and before the position is filled.
- C. The hourly rate for substitution will be at the prevailing overload rate with the exception of substitution for non-credit courses which will be at the non-credit hourly rate.

**2. Area/Program/Subject Coordinator**

- A. Area/Program/Subject Coordinators shall be compensated at the following rate:
  - 1. 6 credits per academic semester as either overload or course-release time, effective the Spring 2022 semester.
  - 2. Summer coordinator assignments may be entered into by mutual agreement between the Coordinator and Dean of the Division. Coordinators who choose to coordinate in the summer must continue to perform all of their required duties as outlined in Section F of this agreement, but shall not be required to teach or accept special assignments beyond their designated duties. Compensation for summer sessions shall be as follows:
    - a. Summer 1: two (2) credits overload
    - b. Summer 2: two (2) credits overload

3. Additional compensation based on the total number of sections within the Coordinator's program, subject, and/or area shall be as follows:
    - a. 26-49 total sections shall be compensated at one (1) overload credit beyond the base coordination rate, effective Spring 2022.
    - b. 50+ total sections shall be compensated at two (2) total overload credits above the base coordination rate, effective Spring 2022.
  4. If a Coordinator accepts a separate second coordinator position, as determined by the Office of Academic Affairs (per item E.1 below), it shall be compensated at an overload rate of 6 credits per semester effective Spring 2022, in addition to compensation for the other coordinator position.
- B. No Coordinator shall exceed more than two separate coordinator positions.
1. In the event that a faculty member accepts two coordinator positions, no more than one can be utilized as course-release time.
- C. The process for selection of Area/Program/Subject Coordinators shall be determined as follows:
1. The decision of the number and the program/subject/areas for Coordinators rests entirely with the Academic Affairs Office in consultation with the Division Deans/Directors. All academic programs and offerings will be overseen by an academic coordinator.
  2. When an opening for a Coordinator in a particular division arises, the Division Dean/Director shall circulate the job responsibilities along with the division's call for nominations at least one month prior to election.
    - a. The official call for nominations and election must be conducted by the Division Dean/Director as part of the regularly scheduled division meeting(s).
      - i. April/May for summer or fall semester coordination
      - ii. November/December for spring semester coordination
    - b. The nomination/election processes must be open to all full-time faculty members within the division. The call for nomination must specify the credentials needed, such as degree and teaching experience in the specified or closely related area. Self-nominations are acceptable.
  3. Voting must be conducted by blind balloting for confidentiality with a simple majority required for election.
    - a. Faculty within each discipline shall have the right of first refusal for coordinatorship, followed by faculty within the division. Tenured faculty are preferred.
  4. Elections, Evaluations, Term Limits, Right of First Refusal
    - a. Elections: The faculty member will be elected to her or his position as coordinator. Coordinators shall not be appointed, except temporarily under emergency conditions.



- b. Evaluation: An evaluation process must be implemented for coordinators which is entirely separate from the contractual comprehensive faculty evaluation.
  - i. Evaluation of Coordinators shall be conducted by the end of the second semester of each term with performance matched against a coordination rubric that reflects the language of the current contract.
  - ii. Coordination and annual evaluation are not tied to the academic year (August to June) but rather to two-semester intervals.
  - iii. In case of an unsatisfactory evaluation, the Coordinator shall be mentored by the supervisor with an improvement plan signed by both parties.
  - iv. Removal from coordinatorship may occur after a subsequent and consecutive unsatisfactory evaluation if performance is determined to be detrimental to the vigor and vitality of the program and/or students. Specific criteria must be identified to warrant removal.
- 5. Term Limits: Coordinator terms shall be for two-year periods. No faculty member shall serve in the position of Coordinator for more than two (2) consecutive two-year terms, or for a total of four (4) consecutive years.
- 6. This limit will not apply if no other faculty member within the discipline or division is nominated or self-nominated for the position.

D. Responsibilities of Area/Program/Subject Coordinators are as follows:

- 1. In consultation with the Dean of the Division, recommend the hiring of adjunct faculty, and staff scheduled classes within the Coordinator's discipline or area.
- 2. A Coordinator shall supervise and support adjunct faculty within the Coordinator's discipline or area. Such responsibilities include:
  - a. Maintain contact with adjunct faculty in the major or subject areas; provide information and orientation materials where appropriate.
  - b. Prepare for and participate in the All College Faculty Orientation twice annually.
  - c. Serve as the initial point of contact for adjunct faculty to direct questions and concerns (e.g., questions regarding the Information Technology department, security, or parking).
  - d. Provide consultation and/or refer cases to the Dean should issues related to adjunct faculty performance (e.g., dereliction of duties) arise.

- e. Conduct up to six (6) class observations of adjunct faculty (in the area of coordination or a closely related field) per academic year and submit written reports to the Dean by the beginning of the subsequent academic term (Fall or Spring) from the term of observation.
  - i. The Coordination and supervisor (e.g., Dean) shall arrange a meeting within the first four weeks of the academic term to mutually agree upon the instructors to be observed.
  - ii. The Dean, upon mutual agreement with the Coordinator, may delegate additional observations (beyond the required maximum of six (6) per academic year) to other qualified persons.
  - iii. See Article XIII Section F.9.i for compensation procedures.
- 3. In consultation with the Dean, develop a schedule of instruction for each academic term.
- 4. Monitor curriculum and oversee revisions of course materials, which may include providing guidance to faculty members performing such work.
- 5. In consultation with faculty in the area and the Dean or program director, review, select, and order required course materials (e.g., textbooks) for classes as well as desk copies for instructors.
- 6. Participate in Division meetings and a maximum of one (1) other meeting per semester (at a mutually agreed upon time when needed) with the Dean related to program planning, development, student concerns, and assessment of adjunct faculty.
- 7. Provide consultation to the Assessment Coordinator regarding assessment initiatives under the Area/Program/Subject Coordinator's supervision.
- 8. Attend one (1) recruitment event annually (e.g., Open House, Major Exploration Fair, etc.).
- 9. Additional Duties and Compensation  
 Additional duties and compensation for coordinator positions not specified in this article shall be entered into by mutual agreement between the Area/Program/Subject Coordinator and the Dean of the Division. Coordinators are under no obligation to enter into additional duties or assignments. Before work is begun, compensation shall be agreed to in writing based on estimated hours of work at the prevailing rate according to academic rank. Such additional assignments may include, but are not limited to, the following:

- a. Supervision of specialized classrooms and labs (e.g., budgeting, acquisition and maintenance of materials and equipment, and supervision of lab assistants) in the absence of a Lab Coordinator.
- b. Cyclical Program Review
  - i. Cyclical Program Reviews will be allotted five (5) credits, distributed among the participating faculty by mutual agreement between the Area/Program/Subject Coordinator and the Dean.
  - ii. Area/Program/Subject Coordinators may choose not to participate in the Cyclical Program Review, in which case the Dean may delegate the responsibility to a willing faculty participant within the Division.
- c. Preparation of grant or aid requests, program accreditation, or licensing documents
- d. Creation of articulation agreements
- e. Creation and maintenance of program internships, externships, or clinical experience
- f. Attendance at any recruitment events beyond the one required annually per Section XIII.F.8
- g. Service on scoring committees and/or portfolio review
- h. Creation of program-level exams and special materials (e.g., a program handbook)
- i. Additional observations conducted by Coordinators or other unit members will be compensated at the prevailing hourly rate according to academic rank.
- j. Creation and annual convening of an advisory council, including members of the community and/or professional organizations appropriate to the major or program
- k. Course development & revision
 

In accordance with Article XXIX, Section 3 of this agreement, compensation for course creation and revision, regardless of modality (i.e., face-to-face or online) shall be paid as follows:

  - i. Minor Revision: 1.5 credits.
 

A minor revision involves basic updating due to the passage of time, such as: editing the course outline to conform to a new edition of the same textbook (without changing the sequence of topics, learning outcomes, or assessments)

ii. Moderate Revision: 2.0 Credits.

A moderate revision involves work that courses require as a consequence of a textbook change, such as a fine-tuning of assignments, discussions, and instructions. A moderate revision is one in which one quarter of the topics, learning outcomes, or assessment are created anew (not merely edited).

iii. Major Revision: 3.0 Credits

A major revision involves substantial work to be done by the faculty member to make the course viable. Any course that needs a major revision has more than half the learning outcomes, assignments, assessments newly created or changed substantially (not merely edited). This involves work such as: creating substantive new course material, aligning to new learning outcomes, creating new assessments, substantially re-writing and updating the course.

iv. New Course Creation: 4 Credits

New course creation involves the complete development of a course, whether redesigned or newly proposed, and whether taught online or face-to-face.

1. Revision of an academic program shall be compensated at the following rates as either overload or course release time, as determined by mutual agreement between the Coordinator and Dean:

i. Partial revision: 1.5 credits

ii. Moderate revision: 2 credits

iii. Major revision: 3 credits

iv. Full development of a new academic program: 6 credits

v. Development of Options under the major: 4 credits

E. Assessment Coordination

1. Compensation

a. Assessment Coordinators shall be compensated at 5 credits per academic semester as either overload or course-release time.

b. Should a need for summer assessment arise, coordination duties may be entered into by mutual agreement between the Coordinator and Division Dean. Assessment Coordinators and participating faculty are under no obligation to agree to summer assessment duties. Assessment Coordinators who choose to coordinate in the summer must perform all duties as stipulated in section G.2.b of this agreement, but shall not be required to teach or accept special assignments beyond their designated duties in order to receive compensation.

c. Compensation for summer sessions shall be as follows:

Summer 1 – two (2) credits overload  
Summer 2 – two (2) credits overload

2. Responsibilities of Assessment Coordinators

Responsibilities of Assessment Coordinators shall include:

- a. Conduct up to three (3) assessment assignments (e.g., a course-level outcome assessment for ENG 101 or a program-level outcome assessment for Chemistry) per semester.
  - i. Assessment assignments beyond the above stated limit (in section G.2.a) shall be paid one (1) credit per assignment. All additional assignments must be made in mutual agreement between the Dean and Assessment Coordinator.
- b. Summer assessment duties shall be mutually agreed upon by the Assessment Coordinator and Dean, based upon the overload rate stipulated in section G1.c of this agreement.
- c. Consult Area/Program/Subject Coordinators and Dean in developing program-level and course-level assessment plans and methods.
- d. In conjunction with the Dean and Area/Program/Subject Coordinators, determine the priority and sequence of assessment projects for each semester.
- e. Maintain accurate records of all program-level outcomes, course-level outcomes, and assessment plans/results.
- f. Ensure that assessment activities are completed according to an assessment plan schedule, in accordance with section G.2.a of this agreement.
- g. Collect and analyze data from all participating faculty (full- and part-time) in assessment activities under their coordination.
- h. Complete follow-up reports that summarize the data and recommend strategies for closing-the-loop. Assessment reports must be submitted to the Dean.
- i. In consultation with Area/Program/Subject Coordinators, develop and implement closing-the-loop initiatives.
- j. Report on assessment activities at monthly division meetings.
- k. Report on assessment activities at one Assessment Committee meeting per semester.
- l. Collaborate with the Office of Academic Affairs' assessment personnel to facilitate or participate in up to one (1) assessment-related workshop per semester.

- m. Serve as liaison between the Area/Program/Subject Coordinators and Office of Institutional Research for all assessment-related activities.
  - n. Develop and maintain fluency in WEAVE or any other assessment-management software. The Office of Academic Affairs shall provide any necessary training.
  - o. Participate in Cyclical Program Reviews for areas under their area of coordination.
    - i. Assessment Coordinators will be paid overload from the allotted five (5) credits for participation in each Cyclical Program Review.
3. Scoring of all writing samples for the purpose of student placement shall be done by a scoring committee composed of three (3) members of the English faculty. The per semester compensation for each member of said committee shall be five (5) contact hours. A committee coordinator shall be compensated one (1) contact hour per semester at the same rate. During summer session each member shall receive two (2) additional contact hours. The summer session coordinator shall receive one (1) additional contact hour. The rate of compensation will be not less than the College's prevailing overload rate.
4. Externships:
- i. Programs (other than Culinary Arts)  
Responsibilities to include placement, at least one site visit per student per semester, and weekly seminars.
- 1 Credit for the first student  
0.5 credit for every additional student  
No more than 10 students unless agreed upon by the externship supervisor and the College.
5. Culinary Arts  
Responsibilities to include assisting with student placement, making at least one site visit per student per semester, and convening at least two one-hour group seminars per semester.
- 3 credits per group of 20 students per semester (calculated at 2.25 hours per student per semester)
6. Independent Study:  
Responsibilities to include weekly class meetings at a convenient time(s) for student(s) and faculty. Course requirements (e.g., content, evaluation) must be equal to that of regular classes.
- 1. Limit of three students in a particular discipline

2. Must meet with students a minimum of 50 percent time (e.g., 4 contact hour course must meet at least 2 hours per week for 2 credits compensation; 3 contact hour course 1.5 hours/1.5 hours compensation)
3. Compensation tied to contact hours

Responsibilities and compensation follow similar pattern for independent studies in separate disciplines.

## ARTICLE XVI HOLIDAYS

1. Faculty Association members shall have the following holidays:
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - Christmas Eve
  - Christmas Day
  - One Week between Christmas and New Year's Day
  - New Year's Day
  - Day after New Year's Day
  - Martin L. King, Jr.'s Birthday
  - Presidents' Day
  - Good Friday
  - Memorial Day
2. An employee on unpaid leave of absence shall not be entitled to pay for a holiday during such leave.
3. Association members shall receive a day off work on either the day before or the day after a holiday when the holiday falls on a weekend.
4. A one week or seven consecutive days spring break will occur at midterm every year.
5. The College will provide Faculty with an academic calendar two years (2) prior to the academic year. The College shall have the right to modify the calendar as necessary.

## ARTICLE XVII MERIT RECOGNITION

1. The College President will have a fund available from which to recognize employees for meritorious service.
2. A task force will be formed to develop written criteria for eligibility during the first year of this Agreement.

**ARTICLE XVIII  
INSURANCE**

1. The College shall participate in the New Jersey State Health Benefit Program and its Prescription Drug Program with their applicable premiums and co-pay amounts. Those co-pay amounts, however, are not binding on HCCC in any way as to future co-pay amounts implemented by the State Benefit Program and for which the faculty member will be responsible. Employee health care insurance contributions will be in accordance with C.78, P.L.2011.
2. The existing Dental Insurance benefits shall remain in effect for the life of this agreement. The current carrier is Delta Dental Plan. The College reserves the right to change, without negotiations, the manner in which or the service provider through which, the aforementioned benefits are provided as long as such benefits are equivalent to those now, or in the future, provided. The dental benefits provided by the College to all Unit Members are increased to a maximum of \$2,000.
3. The existing vision care plan provided shall remain in effect during the life of this Agreement.
4. The existing short term disability plan shall remain in effect during the life of this agreement.
5. The College reserves the right to change, without negotiation, the manner in which or the service provider through which the aforementioned benefits are provided, as long as such benefits are equivalent to those now, or in the future, provided.

**ARTICLE XIX  
LEAVES OF ABSENCE**

**1. Sick Leave/Personal Illness**

**A. Purpose and Use of Sick Leave/Personal Illness**

Sick leave shall be defined as a required absence from work due to a personal illness, accident, or exposure to contagious disease and/or illness of a member of the employee's immediate family.

1. The immediate family shall be defined as spouse, children, parents, foster parents, siblings, grandparents, grandchildren, step-parents, step-children, in-laws, domestic partner, or other person who occupies such position within the family.
2. The College shall provide an opportunity for an employee with personal illness/disability to request approved time away from work to seek resolution of the problem and/or recuperate so that he may return to full productivity.
3. Sick leave may be utilized only to the extent that it is actually accrued. With the approval of the President or his designee, a member of this unit with less than one



(1) year of service may be advanced the use of up to ten (10) sick days bridging the Unit Member to eligibility for short term disability in prolonged periods of illness.

4. For all faculty with ten (10) years of service employed prior to June 30, 2011, the College will pay fifty percent (50%) of the faculty member's current per diem salary rate for all accrued but unused sick days up to a maximum of fifteen thousand dollars (\$15,000) at the time of separation.
5. For faculty members with ten (10) academic years of service employed on or after June 30, 2011, the College will pay fifty percent (50%) of the faculty member's current per diem base salary rate for all accrued but unused sick days up to a maximum of fifteen thousand dollars (\$15,000) at the time of retirement.
6. The Human Resources Department shall inform Unit Members on or before July 1 of each year of the number of sick leave days accumulated to his credit.

**B. Rate of Accrual**

Sick leave shall be earned at the rate of 1.25 days per full calendar month worked with no accrual limit, said days being credited on the twenty-fifth day of the month.

**C. Medical Certification**

A certificate from an employee's doctor or practitioner may be requested, at the discretion of the principal administrator of the Human Resources Department, to verify an illness or to ensure that the employee has sufficiently recovered to return to work. The College reserves the right to designate and seek the advice of a doctor of its own choosing to verify the same. In the event that the College exercises this right, it shall pay for the designated consultation.

**2. Personal Leave**

Effective July 1 of each year, full-time employees within this unit shall be eligible for three (3) paid personal days per year. Personal days for employees with less than one (1) full fiscal year of service shall be prorated. Personal days are non-cumulative and must be taken in the year granted. Separating employees shall not be compensated for days not taken. Ordinarily, requests for personal days should be scheduled with the immediate supervisor; however, in emergency situations, requests may be granted without prior scheduling at the discretion of the immediate supervisor. Personal leave may be scheduled in units of one-half day, and may be taken in conjunction with other paid leave.

**3. Bereavement Leave**

An employee covered by this Agreement shall be granted paid time off up to five (5) working days for the death of a member of the immediate family or person domiciled in the residence of the Unit Member for the purpose of attending the funeral and/or attending to personal business directly related to the bereavement. The "immediate family" shall be defined as spouse, children, parents, foster parents, siblings, grandparents, grandchildren, step-parents, step-children, in-laws, domestic partners or other person who occupies such position within the family. The employee shall not be entitled to bereavement leave if, at

the time of death in the family, the employee is on leave or otherwise absent from work under any other provision of this Agreement, except for vacation.

**4. Jury Duty**

A member of the unit who is summoned to court to perform jury duty, or who is subpoenaed to appear in matters in which he has no personal or pecuniary interest shall suffer no loss of salary/wages thereby, provided that the employee remits to the College any sums of money received in compensation in excess of what the College administration determines are reasonable expenses for such duty or attendance; and further provided that notice is given to the immediate supervisor of the dates of absence upon receipt of a summons or subpoena. A subpoenaed member of the bargaining unit shall attempt to arrange the court appearance to interfere minimally with regularly assigned duties.

**5. Sabbatical Leave**

Sabbatical leaves shall be recommended by the President of the College to the Board, subject to the following conditions:

- A. To be eligible, a Unit Member must have served at least six (6) consecutive years as a full-time employee.
- B. Criteria for Sabbatical Leave shall include, but not limited to:
  - 1. A letter which addresses, but is not limited to, the following: Teaching effectiveness, contributions to the College, scholarly and professional achievements, and contributions to the community, as well as the purpose of the sabbatical.
  - 2. Written recommendation of the supervisor.
  - 3. Endorsement of the Vice President for Academic Affairs.
- C. Applications shall be made to the Sabbatical Leave Committee by way of the area Dean or Vice President for Academic Affairs by February 15.
- D. The Sabbatical Leave Committee shall make its recommendations in rank order to the area Dean or the Vice President for Academic Affairs for submission to the President prior to April 1.
- E. The leave is established to furnish opportunity for professional development through study, travel, scholarly activity or other pursuits as may contribute to professional growth;
- F. Compensation during the leave shall be full salary for one (1) semester or one-half (1/2) salary for two (2) semesters.
- G. The recipient retains all rights and privileges and benefits of regular employment including all insurance and pension benefits without exception during the period of said leave to the extent allowable by the applicable law or terms of the controlling insurance policy.

- H. The recipient may accept a grant, a fellowship or similar moneys usually identified with graduate or post-doctoral study;
- I. At the conclusion of the sabbatical leave, the Unit Member shall be placed at the same position on the salary schedule on which he/she would have been placed had he/she worked at the College during that period.
- J. Upon return from such leave, the Unit Member shall prepare a written report explaining the purposes, content, and outcome of the sabbatical leave. This report shall be presented to the President or his/her designee, the Vice President or area Dean, and the Board of Trustees. At the discretion of the Chair of the Board of Trustees, faculty members returning from sabbatical leave may also be required to make an oral presentation to the Board of Trustees.
- K. Acceptance of sabbatical leave obligates the recipient to return to the College for at least one (1) year, except as referenced in Item 1. Failure to do so shall obligate the employee to reimburse the College for salary and benefits paid during the leave.
- L. A maximum of three (3) Unit Members of the Association may be on Sabbatical Leave in any one academic year at the discretion of the President.
- M. A Unit Member must wait at least six (6) consecutive years after taking sabbatical leave before he or she is eligible for another sabbatical leave.

**6. Leave of Absence Without Pay**

- A. Any Unit Member may apply for a leave of absence without pay.
  - 1. An approved extraordinary leave of absence without pay may be granted to a member of the Unit for a period not to exceed one (1) year. Request for such leave shall be made in writing to the appropriate Dean or Vice President who will make his/her recommendation to the President. If the leave is denied by either the appropriate Dean/Vice President or the President, the denial may be appealed to the Board at its next regularly scheduled meeting. The decision of the Board shall be final and not subject to the grievance and arbitration provision of this Agreement.
  - 2. In extenuating circumstances, a leave of absence in excess of one (1) year may be granted by the Board of Trustees upon the recommendation of the President. The decision of the Board shall be binding and shall not be subject to review, grievance, or arbitration.
  - 3. The terms and conditions of the leave shall be made in writing and signed by the Unit Member and College President and his or her designee.
  - 4. During the period of such unpaid leave, all health benefits shall remain in effect to the extent permitted by the terms of the policy provided that the Unit Member pays the required premium.
- B. A Unit Member may apply for a work-related leave of absence, as follows:
  - 1. Advanced Study

A leave of absence of up to one (1) year may be granted by the Board of Trustees to any Unit Member upon application for the purpose of advanced study. The Board in its sole discretion may extend such leave up to one (1) additional year.

2. Exchange Teaching

A leave of absence of up to one (1) year may be granted to any Unit Member by the Board of Trustees upon application for the purpose of participating in exchange teaching programs in other states, territories, or countries or in a cultural program related to his/her professional responsibilities. The Board in its sole discretion may extend such leave up to one (1) additional year.

3. Service in Professional Organizations

An unpaid leave of absence of up to one (1) year may be granted to any Unit Member by the Board upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave up to one (1) year in its sole discretion.

**7. Military and National Service Leave**

A member of this unit who leaves his or her position for extended compulsory active duty in the military service of the United States during a state of war or national emergency, or for periods of required military training, shall be granted a military leave without pay for the duration of his or her commitment in accordance with the terms of applicable laws.

A. Reinstatement of Returning Veteran

A returning veteran shall be entitled to return to his or her original position or another position for which the College considers him or her qualified at the first available opportunity. A returning veteran will be reinstated at the same rate of pay he or she would have received had employment been uninterrupted. Military service shall not be considered a break of service and shall be counted toward seniority at the College. If an employee has not completed any required probationary period at the time of being called into active service, such employee shall be required to complete it upon return.

B. National Guard Duty

A regular employee who is a member of a reserve component of the armed forces of the United States shall be entitled to a leave with pay for the obligatory annual active duty training period, not to exceed fifteen (15) days. A minimum of two weeks' notice must be given to the supervisor and copy of the official governmental orders authorizing the military training to be forwarded to the Department of Human Resources.

**8. Family and Medical Leave Provisions**

Unit Members who have been employed by the College for at least one year may apply for a twelve- (12-) week unpaid family leave of absence. Eligible employees are entitled twelve- (12-) work weeks of unpaid job protection leave during any twelve- (12-) month period to attend to needs of immediate family members as defined under the Sick Leave

section of this Article. The Unit Member may be required to provide advance leave notice and medical certification. Taking of leave may be denied if conditions are not met.

## ARTICLE XX FACULTY DEVELOPMENT

### **1. Commitment to Faculty Development**

The Association and Administration acknowledge the importance of faculty development and encourage Unit Members to participate fully in available professional development activities. The College will provide its full-time faculty with the opportunity to pursue professional growth.

#### **A. Conference and Travel**

Members of the Association shall have the right to apply for payment, reimbursement or prepayment for attendance at job-related professional conferences, workshops, seminars or other training conferences, subject to prior approval. When the College approves such attendance, the College shall pay all expenses.

1. Meal allowances will be reimbursed at the Federal per diem rates effective upon Board ratification (including gratuities). Per diem rates would be determined in accordance with the U.S. General Services Administration.
2. Receipts will be required for all reimbursed expenses. Meals included in registration fees shall be deducted from the per diem amount.
3. Receipts will be required for all reimbursed expenses. The College will not pre-pay hotel accommodations.
4. In the event that a unit member attends an approved conference or professional development event during class time, their attendance shall not require use of a personal day.

#### **B. Tuition Waiver**

1. Full-time employees, their spouses and dependents may take credit courses at the College tuition free, provided space is available in the class requested. Tuition and 25% of all fees for culinary arts courses will be waived provided the student completes the course and receives a grade of “C” or better. If a student does not receive a grade of “C” or better, the student is responsible for all tuition and costs of that course.

#### **C. Tuition Reimbursement**

1. The tuition reimbursement limit will be \$9000 per fiscal year inclusive of applicable fees, subject to fund availability.
2. Course(s) must be a part of an accredited undergraduate, graduate or doctoral degree program applicable to current or future responsibilities and/or a potential career path at Hudson County Community College.

3. A Professional Development Plan must be submitted with the Tuition Reimbursement Application and approved by the supervisor, department head and the Office of Human Resources during the application process.
  4. The Professional Development plan is required one time unless the applicant changes his or her career interest or academic program in a subsequent tuition application.
  5. The employee must secure the supervisor's approval and budget authorization prior to enrolling to ensure that the program/course(s) contemplated will qualify for reimbursement and that funds are committed.
  6. A request to be reimbursed must be submitted within ninety (90) days of completion of the course(s) together with the employee's proof of payment and a grade report. The applicant shall obtain a grade of "C" or better for reimbursement.
  7. The employee must be employed by the College at the time s/he requests reimbursement.
- D. Mileage Allowance
1. Association members required to use personal vehicles for authorized College business shall be reimbursed at the applicable IRS rate. Any request for reimbursement must be accompanied by either valid receipts or a log verifying destination and mileage, submitted on a College-provided form.
  2. Any expenses incurred by a Unit Member for necessary parking and tolls in connection with performing authorized College business will be reimbursable and must be submitted with appropriate receipts attached.
- E. New full-time faculty members are required to participate in the Faculty Advisor Training Workshop Series during their initial semester of employment. Additionally, new full-time faculty members are required to participate in the Faculty Development Seminar by the conclusion of their second year of employment. Both professional development opportunities are designed to prepare new faculty to fulfill their advisement and instructional responsibilities.

## ARTICLE XXI EVALUATIONS

### 1. Faculty-General Provisions

Evaluation of faculty shall provide for a systematic and regular review and shall be used for the purpose of faculty development and improvement of instruction and as an aid in determining whether a faculty member shall be retained and/or promoted. Reference may be made to contents of previous documented evaluations. Effective teaching is a most important element, but other factors, such as professional growth and development, relevant institution and community service as well as service within the discipline,

scholarly achievement, administrative effectiveness, and relevant contributions to professional organizations shall also be considered as part of the evaluation process.

**2. Tenured Faculty.**

A comprehensive evaluation of all tenured faculty shall be conducted every three years. The comprehensive evaluation shall consist of a self-evaluatory narrative, student evaluations, a class observation report by the immediate supervisor, and written evaluations by the immediate supervisor and the Vice President for Academic Affairs.

**3. Evaluation of Non-Tenured Faculty**

A comprehensive evaluation of all non-tenured faculty shall be conducted each year in accordance with the tenure procedure adopted by the Board of Trustees which may include the following elements:

- A. Class observations by the appropriate Coordinator, Division Head, Dean, or Director shall be conducted between the fifth and twelfth week of the semester. The faculty member shall be notified of said observation at least two weeks in advance. A copy of the observation report shall be given to the faculty member involved within one month of the observation, and s/he shall have an opportunity to comment upon said report. The observation report and the comments shall be part of the evaluation file. No more than two (2) observations shall be required annually. If desirable, additional observations may be arranged between observer and faculty member by mutual agreement.
- B. Class observations by a peer of the faculty member may be conducted. A peer is defined as a faculty member who has two (2) years' teaching experience at the College and, if possible, has previously taught the same or a similar course. The peer observer shall be agreeable to the faculty member being observed and his or her supervisor. A copy of this observation report shall be given to the faculty member involved who shall have an opportunity to comment upon said report. The observation report and the comments shall be a part of the evaluation file.
- C. Student evaluations of every non-tenured faculty member shall be conducted at least once per year. The student evaluation shall be conducted in each section taught by the faculty member and shall take place between the fifth and the eleventh week of instruction. The College shall select an appropriate Administrator to be responsible for distributing and collecting the evaluation forms completed by students. The President shall select an appropriate Dean to summarize the results of the student evaluation forms and forward a copy of these results to the faculty member for his/her comments. The actual forms shall be made available to the faculty member at the appropriate division office upon submission of final grades. The summary of comments shall be made a part of the evaluation file. Faculty members shall have the right to examine the evaluation forms completed by the students after grades have been submitted to the College. These evaluations shall be kept secure and not be subjected to scrutiny by anyone other than the appropriate administrators.

**ARTICLE XXII  
DISCIPLINE**

The progressive steps and procedures for the coaching, counseling and disciplinary action of faculty members are set forth in this article.

**1. Standards of Behavior**

All employees are expected to perform their duties with the highest degree of professionalism and ethics. To that end, each supervisor must be certain that employees are aware of the following:

- Expectations of the job.
- Necessary information to perform the job.
- Appropriate responsibility and/or authority to perform the job.

**2. Support and Performance Management**

The process and outcomes outlined in this section are not intended to be disciplinary in nature. They are separate and distinct from the procedures for disciplinary charges set forth in Section 3, Disciplinary Action. The process outlined in this section is intended to be collaborative and may lead to a professional improvement plan where needed. If the matter is resolved to the satisfaction of the Dean/Supervisor and the faculty member, any documents relating to it will remain with the Dean/Supervisor. No records relating to the matter will be kept in the faculty member's personnel file maintained by the College and/or Department.

Academic issues concerning a faculty member's teaching or pedagogical responsibilities (as set forth within Article XII – Faculty Responsibilities of this Collective Bargaining Agreement), will be addressed by the Dean/Supervisor who may consult with other senior administrators and Human Resources before meeting with the Member. The focus of the meeting will be restricted to the issue(s) under consideration and how it/they will be addressed. Such meetings must be supported by documented information provided to the faculty member.

If the academic issue is the result of a complaint, the Dean/Supervisor will confirm the validity of the complaint or allegation made against the employee's work performance before moving forward with any coaching or counseling. Information provided to faculty should include the identity of the complainant(s) and a written summary of the complaint.

In the event of a valid complaint or unresolved issue, the following procedure for support and performance management will be followed:

**A. Coaching**

The supervisor should offer coaching (proactive criticism) at the first sign of an improvement opportunity and a developing problem. When coaching an employee, the following rules of coaching will be observed:

1. Know what is going on, that is, to investigate thoroughly and identify the pattern.



2. Set the stage – always coach in private in a neutral setting.
3. Ask and listen – does the employee know what is expected, is it fair and reasonable, and/or does the employee know the consequences?
4. Reach agreement – identify that a problem exists; agree on solutions to the problem.
5. Review – schedule a follow-up meeting on a specific day; keep records.

#### B. Counseling

The supervisor should provide counseling for employees when a performance problem continues after coaching has taken place. When counseling, the following should be observed:

1. Review supervisory file, College policy, and procedure.
2. Set the tone – which should be professional; the session should be conducted in the supervisor’s office.
3. Discuss performance improvement plan and together develop a written improvement plan.
4. Document the improvement plan, listing all options. Any records of counseling of an employee will be kept only in the supervisor’s/Dean’s records for the employee and not become part of the employee’s HR personnel records.
5. Follow-up date should be set as well as stating positive and negative consequences.

### 3. **Progressive Discipline**

#### A. Procedures

1. If the same performance problem persists after an employee has been provided with coaching and counseling, then formal disciplinary action may begin according to the progressive procedures described in this section.
2. If a problem is sufficiently serious, then accelerated disciplinary procedures will be followed. (See Section 4 below.)
3. Any disciplinary action must be based on a sufficient and fair investigation as is required under just cause standards for discipline and should follow the requirements for notification and involvement of the member and the association detailed below in this article. Both a supervisor and Human Resources will keep records of warnings and disciplinary actions.
4. Faculty have the right to respond in writing within ten days to any warning or disciplinary action; this response will be included in the documentation of the case.
5. The College must provide reasonable advance notice in writing of any meeting related to a disciplinary action. This notice will include the reasons for the meeting

or interview. The employee is entitled to the presence of a representative of the Association during such meetings.

## B. Disciplinary Action

1. *Verbal warning.* If the employee is being formally disciplined for an issue for the first time, the employee will be counseled by the supervisor and advised that this is the first step in the progressive discipline procedure.
2. *Written warning.* If the same disciplinary issue recurs within a year of the verbal warning, an employee will receive a written warning. This warning will chronologically list details of the event. It will refer to verbal warning(s), stating their dates, and will set clear standards for improvement. It will also contain a deadline for improvement and will list consequences if the disciplinary issue persists or recurs. The deadline for improvement will not be more than 12 months from the date of the written warning.
3. *Disciplinary suspension or salary reduction.* The employee may be given a suspension or a reduction in salary for failing to improve according to the terms of the most recent written warning. A suspension may be for no less than one (1) working day and no more than ten (10) working days, depending on the seriousness of the violation. In consultation with Human Resources, the Division Dean will write a recommendation for suspension or salary reduction that includes a history of all past incidents related to the specific disciplinary issue and a history of the supervisory efforts to correct the problem. This recommendation is submitted to the Vice President for Academic Affairs for approval. If approved by the Vice President for Academic Affairs, the recommendation will be reviewed by Human Resources, which will send notice of the disciplinary action to the employee. The notice will include detailed documentation of the facts related to the issues. A copy of the notice will be confidentially transmitted to the HCCC Professional Association.
4. *Termination.* When all efforts to correct negative performance fail, the final disciplinary action shall be termination from employment. In consultation with Human Resources, the Division Dean will write a recommendation for termination that includes a history of all past incidents related to the specific disciplinary issue and a history of the supervisory efforts to correct the problem. This recommendation is submitted to the Vice President for Academic Affairs for approval. If approved by the Vice President for Academic Affairs, the recommendation will be reviewed by Human Resources, which will send notice of the termination to the employee and to the Association. The employee may request the full documentation of the recommendation. The termination recommendation may not be submitted to the Board of Trustees until after the member has had the opportunity for an in-person meeting and a written response in accordance with the terms above.

#### 4. Accelerated Disciplinary Procedures

The disciplinary process may be accelerated to any of the steps in the disciplinary actions procedures in either of the following situations: the presence of the Member is determined to be dangerous to the welfare of the College's employees or students or detrimental to the reputation of the College; or the Member is being investigated under a policy or procedure the College is legally obligated to address.

The College will provide a member reasonable notice of accelerated disciplinary procedures. This notification will also be sent to the Association and will describe the terms of the accelerated disciplinary procedures and include the reason(s) for the acceleration and detailed documentation of the related facts.

#### 5. Administrative Leave

A. As part of accelerated disciplinary procedures, Members may be placed on administrative leave pending an investigation.

B. Members on administrative leave may be required to restrict their activities; these restrictions may include not teaching their classes, coming to campus, or attending college meetings. Members on administrative leave are not suspended, still receive their salary, and are obligated to fulfill any professional obligations that are not restricted by the terms of their administrative leave.

C. The College will notify a member that he or she is being placed on administrative leave at least 24 hours before the leave takes effect.

#### 6. **Just Cause Provision**

No member shall be disciplined, reprimanded, reduced in rank or compensation, discharged or suspended without just cause. Any such action asserted by the College or any representative thereof shall be subject to the grievance procedure herein set forth. The College will make every effort to notify the Unit Member prior to the filing of any formal actions against him. This provision shall not apply in the case of non-renewal.

#### 7. **Reinstatement**

An employee suspended or terminated under any of the terms outlined above has the right to file a grievance pursuant to Article XXII of this Agreement. Should the grieving employee prevail in the determination of such grievance, the employee will be reinstated in the employ of the College, with retroactive pay and benefits in full.

#### 8. **Notice to the Association**

The Association will be notified of all formal disciplinary actions as soon as possible after the action, but no later than 24 hours after the occurrence.

ARTICLE XXIII  
GRIEVANCE PROCEDURE

1. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The Parties agree that this procedure will be kept as informal as may be appropriate.

2. **Definitions**

A. **Grievance** shall be defined as an allegation by an employee that he/she has been adversely affected by a violation or misinterpretation of the specific provisions of his/her individual employment contract or this collective bargaining Agreement or as an allegation by the Association that it has been adversely affected by a violation or misinterpretation of the specific provisions of the Association Rights Article of this collective bargaining Agreement. Unit Members given three (3) days' suspension, three (3) times within a twelve (12) month period may go to binding arbitration.

B. **Contractual Grievance** shall be defined as a dispute which may arise between the Parties concerning the application, meaning, or interpretation of an express provision of this Agreement. Evaluation and non-reappointment are not grievable beyond the Board of Trustees.

C. **Non-Contractual Grievance** shall be defined as a misapplication, misinterpretation, or violation of a policy or administrative decision, evaluation, tenure, non-renewal or disciplinary matters of three- (3-) day suspension or less including counseling, warnings, reprimands. Exceptions: suspension of three (3) days for the third time within one fiscal year may go to binding arbitration.

D. The **Immediate Supervisor** is the supervisor having immediate jurisdiction over the Grievant or the administrator designated by the College to adjust the grievance.

E. A **Grievant** is an individual member of the unit who is seeking redress of an alleged grievance, or the Association acting on behalf of an employee.

3. **Procedures**

The following constitutes the sole and exclusive method for resolving grievances between the Parties covered by this Agreement:

A. **Step 1 (Informal)** A personal grievance shall be raised by the Grievant requesting an informal conference with the grievant's immediate supervisor, as soon as possible but no more than thirty (30) working days after the occurrence of the incident or thirty (30) working days after he or she would reasonably be expected to know of its occurrence. The immediate supervisor shall listen to and consider the allegation and may take appropriate steps to address it. If the Grievant is dissatisfied with the results of this conference, he or she shall, within five (5) working days of the conference so inform the immediate supervisor of this dissatisfaction and file a written grievance on College-

prepared forms with the contract Administrator designated by the College. Receipt of the completed form by the Contract Administrator within ten (10) working days of the conference with the immediate supervisor shall constitute fulfillment of the requirements of Step 1 and shall constitute a request for Step 2.

The Grievant may be represented at any time by an Association representative.

- B. **Step 2** Upon receipt of the completed grievance complaint form, the appropriate Dean or Vice President shall arrange for an interview of the Grievant by the Dean or Vice President or his or her designee to be held within ten (10) working days of the filing of the grievance complaint form. At the interview, it will be determined if the appropriate steps taken to address the problem have been taken. If it is determined by the Dean or Vice President that the complaint is justified, or on the other hand, if the Dean or Vice President finds that the grievance is unfounded or unwarranted, he or she shall so inform the grieving Unit Member in writing.

This decision shall be made in writing to the Grievant within ten (10) working days after the interview conducted by the Dean/Vice President or his or her designee with the Unit Member.

- C. **Step 3** The Grievant may appeal the decision of the Dean or Vice President to the President if the Grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within ten (10) working days of the receipt of the Dean/Vice President's response. The President will make a written response to the Grievant within fifteen (15) working days of the receipt of the appeal.
- D. **Step 4** If the Grievant determines that the President's response to the appeal is not satisfactory, the Grievant may appeal in writing to the Board of Trustees within ten (10) working days of the receipt of the President's response. Such appeal shall be communicated to the Board through its secretary. The Board, at its sole discretion, may elect to review or not to review the grievance. If it elects to review the grievance, it may, in its discretion, review the same solely on the basis of the record of the prior proceedings of the grievance. The decision of the Board of Trustees in all matters relating to the grievance shall constitute completion of the grievance procedure. The Board will notify the Grievant of its decision within ninety (90) calendar days of having received grievance or appeal from grievant. The Board and Grievant may, at their individual discretion and expense, have the right to legal counsel.
- E. **Step 5** In the event that the grievance has not been satisfactorily resolved at Step 4, the Association and only the Association, may submit the matter to binding arbitration in accordance with the procedures of the Public Employment Relations Commission (PERC) on the following conditions.

#### 4. **Arbitration**

- A. The grievance is a contractual grievance as defined in Section 2 of this Article.

- B. The request for arbitration shall be filed by the President of the Association or his designee.
- C. The request for arbitration must be filed with the appropriate State agency no later than ten (10) working days after receipt of the response of the Board of Trustees.

**5. Miscellaneous Provisions**

- A. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration is final.
- B. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the Parties. Lost cancellation fees shall be the sole responsibility of the party requesting the postponement.
- C. A grievance may be raised at Step 1 no later than thirty (30) working days following its occurrence or when the Grievant would have reasonably known of its occurrence.
- D. In the case where an alleged grievance is based upon an action of a Dean or Vice President or the designee of one of these individuals, the grievance shall commence at that level and then proceed through subsequent steps.
- E. Except for the notice provisions and all procedures set forth in this Article, strict rules of evidence and requirements of substantive and procedural due process will not apply.
- F. The presence of a duly-authorized representative of the Association, as specifically authorized by the grieving bargaining Unit Member, shall be permitted at all formal steps of the grievance process outlined in this Article.
- G. Failure by the Grievant to process a grievance shall constitute determination of the grievance at the last step to which the grievance was taken.
- H. In the absence of a written reply being given to the Grievant within the time specified, the grievance is considered to be denied, and the Grievant may submit the grievance to the next level.
- I. In an effort to expedite the grievance process, the number of days specified for action in the grievance procedure should be considered a maximum. The time limits specified in Steps 2 through 5 may, however, be extended by the mutual written agreement of the Grievant and the representative of the College at each step.
- J. All grievances filed shall be completed upon the College-supplied forms which shall provide for at least the following information:

1. Cite the Article, section, and page number of that portion of the Agreement allegedly violated;
  2. Contain date of alleged violation;
  3. Specify relief requested;
  4. Be signed by the Grievant and/or the Association;
  5. Be specific;
  6. Contain a synopsis of the facts giving rise to the grievance.
- K. All formal communications, notices, and papers related to this grievance procedure shall be in writing and served in person or by United States mail, Certified, Return Receipt requested.
- L. The cost of a stenographer shall be borne by the party obtaining the record pursuant to the appropriate rules of the Public Employment Relations Commission (PERC).
- M. The Grievant will have the opportunity to state his/her case directly to the President in the event the Grievant is denied a recognition pay increment. The Grievant shall file written notice to the President within thirty (30) days from receipt of promotion denial.

ARTICLE XXIV  
**PERSONNEL RECORDS**

1. The official personnel records of each member of the bargaining unit shall be kept in files by the College Human Resources Department. Other working files or records may be kept, if they are kept reasonably secure, by staff and administration or the Board. No punitive action or action related to compensation or job status shall be taken based on material other than that contained in the official personnel records. Such actions may be taken, however, by the College upon material included in the personnel records of a member of the unit prior to any written response under Section 5 of this Article, and any appeals made by the Unit Member against such actions must be made to the appropriate Deans/Vice Presidents under Section 6 and 7 of this Article.
2. Upon appropriate written request a member of the unit shall have access to his/her personnel records, except for confidential documents such as peer evaluations or letters of recommendation to which access is privileged. Access to the non-confidential information shall be granted by the end of the next working day after the written request is received.
3. Upon appropriate request, access to official personnel records may be given to College administrative and supervisory staff with a right and need for information contained therein to discharge their official duties. Additionally, such access may be granted to external agencies with appropriate legal authorization, such as subpoenas, court orders. The access log shall be part of the personnel records and shall not be considered confidential.

4. Upon appropriate request approved in writing by the Unit Member to whose personnel records the Association seeks to have access, a duly authorized representative of the Association shall have access to the official documents such as credentials, peer evaluations, or letters of recommendation. A request by a representative of the Association shall be considered appropriate if it is submitted on a form prepared by the College Human Resources Department. This form shall include the name(s) of the duly authorized representative(s), a description of the nature of material to be made accessible, the dated signature of the Unit Member authorizing access, and the period of time for which the authorization for access is granted. Access shall be granted by the end of the next working day after an appropriate request is received.
5. A Unit Member may file a written response to an item included in his personnel records. Such response shall be included in the personnel records.
6. A Unit Member may request the Human Resources Department to include relevant materials in his official records. In the event the request to include materials is refused, the refusal is appealable directly to the appropriate Dean or Vice President, the decision of whom shall not be grieved. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.
7. A Unit Member may request in writing to the Human Resources Department that materials be removed from his/her personnel records. If the request is not honored, the member shall be so notified in writing. In the event the request for removal is refused, the refusal is appealable directly to the appropriate Dean or Vice President, and his/her decision shall be final. Written notification from the appropriate Dean or Vice-President to the employee shall be included in the official records. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.
8. Grievance records shall be filed in the official personnel records and shall be treated as confidential with privileged access. Grievance records shall be sealed, and access shall be granted only upon the written authorization of the Director of Human Resources, the President or his or her designee. Upon appropriate request, the Unit Member shall have access to his or her grievance records. Upon appropriate request as defined in Section 4 of this Article, a duly authorized representative of the Association shall have access to grievance records. Such access by the Unit Member or duly authorized representative will be granted by the end of next working day after appropriate request is received.
9. The Human Resources Department shall require the submission of certified transcripts for any course and degree work claimed on a basis for setting compensation or determining qualifications, for inclusion in the official records, as a condition for employment, or release of compensation.

**ARTICLE XXV  
SEPARATION OF EMPLOYMENT**

1. Upon leaving the employ of the College, the Unit Member will receive all moneys to which he/she is entitled. The final check will be issued upon receipt of any and all College property.



2. An employee may resign in good standing from his position by providing the College with at least three (3) weeks' written notice of his intent to leave the employ of the College.

**ARTICLE XXVI  
ASSOCIATION ACTIVITIES**

1. Association members shall not conduct Association business on College time or College premises unless specifically provided for in this Agreement.
2. The Association will provide the College with a list of officers no later than fifteen (15) days after the signing of this Agreement. The Association will notify the College within seven (7) days of any changes in officers.
3. The College agrees to grant upon request of employees covered by this Agreement time off with pay for the purpose of attending Association conventions and conferences, provided that:
  - A. The total time off does not exceed ten (10) days in a year;
  - B. Written notice specifying the amount of time off is received by the College President at least ten (10) working days in advance of the leave requested; such leave request shall not be unreasonably refused.
4. Authorized leaves granted to an individual shall not exceed a maximum of five (5) days in a year period and three (3) days of paid leave for any single activity for any individual employee.
5. The Association has designated the Association President as the person from whom the request for Association leave will originate.

**ARTICLE XXVII  
FACILITIES AND PARKING**

1. The College will provide office space for the Association and, if the Association wishes, to install a telephone at a mutually agreeable location. Any cost associated with the installation and/or use of telephones shall be borne solely by the Association, and shall be used for the transaction of all Association business.
2. The College will make every effort to provide appropriate parking space for Unit Members and, at its discretion, may reasonably charge for parking in order to recover costs of parking lot maintenance and management. The parking fees will be applied uniformly to all College employees in all College facilities, either owned or leased, and will be based on a percentage of the annual salary of any employee wishing to utilize College parking. The College further agrees to appoint a "Parking Task Force" to develop a plan for parking and applicable procedures.

3. Where possible, each Unit Member shall be provided with a secure, private, enclosed office, with a nameplate and appropriate working tools and equipment. In the event offices cannot be secured, the College shall provide locks for desks and file cabinets.
4. The College shall provide adequate secretarial services for all Unit Members as required. Photocopy facilities shall be available whenever classes are scheduled.
5. The College will provide suitable “staff only” lounges with rest-rooms in appropriate areas throughout the College.
6. The College should provide clearly marked spaces for the handicapped at each of its parking facilities.
7. The College shall provide each full-time faculty access to a computer and printer with current software applications and memory.

ARTICLE XXVIII  
MISCELLANEOUS CONDITIONS OF EMPLOYMENT

1. **Vacancies**  
Notice of any professional vacancy, faculty or administrative, shall be transmitted to the Association President prior to its publication off-campus.
2. **Existing or New Positions**  
Where a Unit Member applies for an open position, the Unit Member shall be notified of the disposition of the application.
3. **Unit Member to Administration to Unit Member(s)**  
Unit Members who assume administrative duties and subsequently return to Unit Member status shall resume all rights and privileges, including tenure and seniority.
4. **Outside Employment**  
Full-time employees must consider the College their primary employer. As such, they must be available and able to perform all of the duties required of their position as outlined in existing job descriptions. Outside employment must not interfere with an employee’s job hours and/or performance.
5. **Required Uniforms – Lab Coats**  
Required uniforms and lab coats shall be provided by the College at no cost to Unit Members.
6. **Photo Identification Cards**  
Photo identification cards shall be issued to all Unit Members.
7. **Security**

The College will make every effort to provide a safe and secure working environment for all members of the College community. In that regard, the College will arrange a meeting between members of a union committee and the College security director to discuss specific issues of security concerns. The union members of the committee will be appointed by the President of the union.

## ARTICLE XXIX TECHNOLOGY & DISTANCE LEARNING

Hudson County Community College (hereinafter the “College”) and the Hudson County College Professional Association (hereinafter the “Association”) in accordance with Article XXVIII the collective bargaining agreement agree as follows:

### 1. **Implementation**

The College will implement the program on technology and distance learning after it determines that the online courses are administratively and technologically feasible. Once implemented, the parties will meet to further discuss online instruction as required by Article XXVIII of the collective bargaining agreement.

### 2. **Course Approvals**

Selected courses will be offered for online credit.

Courses that have been previously approved by Curriculum & Instruction will be available for online adaptation with the approval of the Division Dean in consultation with division faculty, the senior administrator of the Center for Online Learning, and the Dean of Instruction.

A. Development of new courses will follow the College's formal curriculum development procedures.

### 3. **Class Size**

A. So that students may receive the best instruction, class size should not exceed 20 students.

B. Should class size fall below 12 students, the online course will not be offered without the approval of the Dean of Instruction.

### 4. **Compensation**

A. For the complete development of a course to be fully taught online, whether redesigned or newly proposed, faculty members shall receive either a 4 credit compensation or 4 credit hours of release time.

- B. For revising an online course, faculty members will be compensated as follows:
1. Minor revision: 1.5 credits. A minor revision involves basic updating due to the passage of time, such as: editing the course outline to conform to a new edition of the same textbook, (without changing the sequence of topics, learning outcomes, or assessments).
  2. Moderate Revision: 2.0 credits: A moderate revision involves work that courses require as a consequence of a textbook change, such as fine-tuning of assignments, discussions and instructions. A moderate revision is one in which one quarter of the topics, learning outcomes, or assessments are created anew (not merely edited).
  3. Major revision: 3.0 Credits: A major revision involves substantial work to be done by the faculty member to make the course viable. Any course that needs a major revision has more than half the learning outcomes, assignments, assessments newly created or changed substantially (not merely edited). This involves work such as: creating substantive new course material, aligning to new learning outcomes, creating new assessments, substantially re-writing and updating the course.
- C. When a faculty member teaches a course online that she or he has never taught online, the faculty member will receive a one-time, 1.5-credit compensation.
- D. Full-time faculty members teaching an online course at HCCC for the first time must attend a designated faculty workshop through the Center for Online Learning. Additional compensation will not be provided since faculty will be compensated when initially teaching the course.
- E. Faculty members must also attend the online teaching workshop if they have not taught online for more than four semesters or if the college's online platform changes.
- F. Faculty members teaching online for the first time at HCCC may teach only one course their first semester but may teach up to two sessions of that course.

##### **5. Student Accessibility**

It is the responsibility of the Registrar's office and The Center for Online Learning (COL) to have approved online courses published and available through the college's online platform (presently, Canvas) for all registered students at least one week before the start of each semester/session.

##### **6. Testing**

The Center for Online Learning is responsible for online testing and proctoring.

**7. Intellectual Property**

Faculty members who create online courses shall own the copyright to their work. The College will have the right to use the online course. Any remuneration received from the marketing of the package while the faculty member is employed by the College shall be shared equally with the College. If the online courses is sold, the remuneration will be shared equally between the member and the College.

**ARTICLE XXX  
MISCELLANEOUS PROVISIONS**

**1. Weather Emergency**

- A. In the event the College closes due to a weather emergency, employees will be credited with a full day's compensation.
- B. If an employee cannot report to work due to a weather emergency and the College has not been officially closed, the absence will be charged to accumulated vacation or personal leave.
- C. Announcements of weather emergency closings will be made on specified radio stations or via telephone. The College will make every effort to provide such radio stations or provide such telephone notifications as early as possible. The College will provide a list of radio stations to unit members.

**ARTICLE XXXI  
NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's right pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Parties herein are entitled.

**ARTICLE XXXII  
FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the Parties to all bargainable issues which were the subject of these negotiations.

**ARTICLE XXXIII  
NEGOTIATION OF SUCCESSOR AGREEMENT**

- 1. The Parties agree to enter into collective negotiations over a successor agreement no later than March 1, 2025 and in no instance earlier than January 1, 2025.
- 2. Whenever members of the bargaining unit are mutually scheduled by the Parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement they will suffer no loss in pay.

3. This Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.
4. The College agrees to negotiate concerning said unit employees in the negotiating unit as defined in Article I of this Agreement, with no organization other than the Association for the duration of this Agreement.
5. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of both of the Parties at the time they negotiated or executed this Agreement.
6. It is agreed by both Parties to provide in a timely fashion information necessary to conduct and promote fruitful negotiations.

**ARTICLE XXXIV  
NOTICES**

All notices, requests, or other communications hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if mailed U.S. prepaid certified Mail, return receipt requested, to the following:

As to the College:

Christopher M. Reber  
President  
Office of the President  
Hudson County Community College  
70 Sip Avenue  
Jersey City, New Jersey 07306

Anna Krupitskiy  
Vice President for Human Resources  
Office of Human Resources  
Hudson County Community College  
70 Sip Avenue  
Jersey City, New Jersey 07306

As to Association:

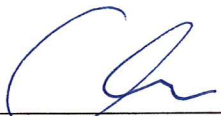
Michael Ferlise, President of Professional Association

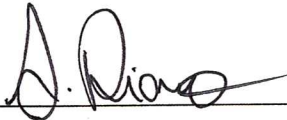
This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby agree that signatures transmitted by facsimile or email (including electronic signatures) shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

**IN WITNESS WHEREOF**, the Parties to the within Agreement have, by their authorized representative, set their hands and seals this \_\_\_ day of \_\_\_\_\_, 2022.

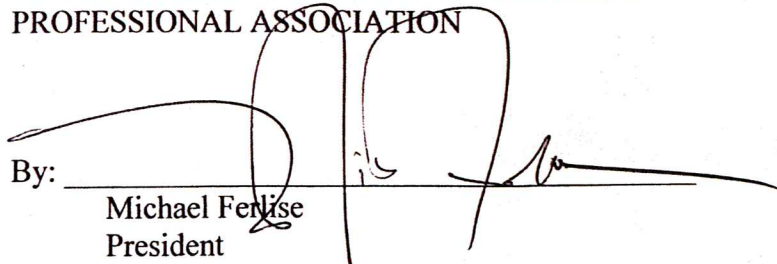
HUDSON COUNTY COMMUNITY COLLEGE

By:   
William Netchert  
Chairperson, Board of Trustees

By:   
Christopher M. Reber, Ph.D.  
President

Witness: 

HUDSON COUNTY COMMUNITY COLLEGE  
PROFESSIONAL ASSOCIATION

By:   
Michael Ferlise  
President

Witness: 