

**AGREEMENT BETWEEN THE
HUDSON COUNTY COMMUNITY COLLEGE
AND
THE HUDSON COUNTY COMMUNITY COLLEGE ADJUNCT
FACULTY FEDERATION, AFT, LOCAL 6228, AFL-CIO**

SEPTEMBER 1, 2018 – AUGUST 31, 2022

Prepared by:

SCARINCI & HOLLENBECK
1100 Valley Brook Avenue
Lyndhurst, New Jersey 07071

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This Agreement made this 10th day of June 2019; between **HUDSON COUNTY COMMUNITY COLLEGE** (hereinafter referred to as the "College") and the **HUDSON COUNTY COMMUNITY COLLEGE ADJUNCT FACULTY FEDERATION** (hereinafter referred to as the "Federation").

ARTICLE I **DEFINITIONS**

"Federation" as used in this Agreement shall mean the Hudson County Community College Adjunct Faculty Federation, Local 6228, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO, the recognized sole representative for the bargaining unit members.

"Bargaining Unit Members" as used hereafter means all persons who are employed by the College as adjunct teaching faculty members and who are also eligible for membership in this bargaining unit as defined in this contract.

"College" as used in this Agreement shall mean Hudson County Community College.

"Board" as used in this Agreement shall mean the Board of Trustees of Hudson County Community College, or its duly designated agent(s).

ARTICLE II **UNIT RECOGNITION**

A. UNIT DEFINITION

The College hereby recognizes the Federation as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all adjunct faculty members employed by the College who have accepted teaching assignments for credit courses at the College in the current academic year and who also taught at the College at least one credit course either during the current or previous academic year. Summer courses and winter session courses are not considered when applying the definition.

B. EXCLUSIONS

1. The following employees are specifically excluded from this bargaining unit: Hudson County Community College managerial executives, confidential employees, supervisors within the meaning of the Act, craft, professional, police, full-time faculty, casual employees, and all other non-adjunct faculty employees employed by the College.

2. When adjunct faculty members are not actively employed at the College in a teaching capacity they shall not receive any benefits under this Agreement.

ARTICLE III
MISCELLANEOUS PROVISIONS

A. Non Discrimination

The College and the Federation agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Federation or for refusal to join the Federation. The Federation further agrees that it shall not unlawfully coerce employees into membership.

B. Harassment

The College has a strong commitment to provide a work environment free from unlawful harassment and discrimination in the workplace. The College's Non-discrimination/Anti-Harassment Policy sets forth the substantive and procedural guidelines.

C. Personal and Academic Freedom

1. The College herein declares its commitment to sustain the principles of academic freedom that are essential to teaching, administration and research, which are the basic functions of higher education.

2. The Unit Member shall have freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his/her duties.

3. The Unit Members who teach shall have freedom in the classroom to discuss controversial issues relating to the course, with the knowledge that they have an obligation to recognize their unusual influence on the opinions and values of the students with whom they work.

4. The Unit Member shall retain all rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, bargaining Unit Members present an image to the public by which their profession and the College may be judged. Therefore, they must at all times make every attempt to be accurate, show respect for the opinion of others, and must make clear that they are not spokespersons for the institution.

5. Unit Members agree to attend mandatory training, which will be uncompensated, in order to facilitate the submission of grades electronically.

ARTICLE IV
FEDERATION RIGHTS AND PRIVILEGES

1. The Federation and its duly authorized campus representatives may use College building facilities for meetings provided that such use shall not interfere with nor interrupt normal College operation and subject to agreement by the administration as to the reasonableness of time and location selected. Such permission may be granted provided the facilities are not otherwise in use, and when regular College procedures for using such building facilities have been followed.

2. Any duly authorized representative of the Federation will be permitted to transact official Federation business on College property provided that this shall not interfere with nor interrupt normal College operations and subject to agreement by the administration as to the frequency and reasonableness of time selected. When possible, such activities shall be conducted outside of regular work hours.

3. The Federation may post material concerning Federation activities on designated bulletin boards according to reasonable policies that 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 Federation and that the Federation is solely responsible for its contents and all liability regarding such posting and publication thereof.

4. The College agrees to deduct dues for the Federation 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 Federation 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.
- C. The deduction of union dues shall be deducted from employee's third and fourth checks of each semester.
- D. The Federation shall certify in writing, signed by the President of the Federation and filed with the Contract Administrator, the gross amount of the dues for the year for a Unit Member.
- E. The Federation 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 Federation shall have full responsibility for the funds so withheld and remitted to the Federation or any member(s) of the unit concerning any use or expenditure thereof by the Federation.
- F. 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 Federation 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.

- G. Each Unit Member's payroll deduction authorization filed with the Contract Administrator as provided in Section 4A above shall remain in effect during the life of this Agreement unless revoked in writing by the Unit Member. The Unit Member may revoke this authorization providing written notice to the Contract Administrator.

5. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of the Agreement.

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 constitution 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 College affairs, except as set forth in the Agreement; and
- B. To hire all employees, 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, responsibility, and assignments of faculty members.
- F. Employees will be subject to background checks.

2. The exercise of the forgoing 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

No Unit Member, officer or representative of the Federation shall call, sanction, approve or engage in any strike or work interruption during the term of this agreement.

ARTICLE VII

GRIEVANCE PROCEDURE

1. Grievance Complaint

The grievant may informally discuss the grievance with the Division Dean or other appropriate supervisory official. If the grievance is not resolved through informal discussion, the grievant may invoke the formal grievance procedure and must file a written grievance no later than twenty (20) calendar days following the occurrence of the incident. The grievance shall be filed with the Director of Human Resources. The grievance shall be deemed filed when it is received by the Director.

If the Grievant does not file the grievance within twenty (20) calendar days following the occurrence of the incident, the Grievant will not, under any circumstances, be permitted to continue his grievance through the remaining Steps of this procedure, and the grievance shall be deemed dismissed.

A grievance shall be defined as a dispute that may arise between the parties concerning the application, meaning or interpretation of an express provision of this Agreement.

2. Grievance Steps

Level One

After timely filing, the grievance will be reviewed by the Director of Human Resources who will issue a written response within ten (10) days. If no response is issued within the time period, then the Grievance will proceed to the next step.

Level Two

If the Federation is not satisfied with the disposition of the grievance at Level One or if no disposition is made within the time limits, the Federation may appeal by submitting the grievance within 10 calendar days of a response, or the expiration of the time to respond, to the Dean of Academic Affairs. The Dean or his/her designee will issue a decision in writing within 15 calendar days from the date of receipt of the appeal.

Grievance: Level Three (Arbitration)

If the Federation is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the time limits, then only the Federation may file for arbitration with the Public Employment Relations Commission.

The arbitrator's decision shall be advisory only. The arbitrator is prohibited from adding to modifying or deleting any provision set forth in this Agreement, and his/her decision shall be limited to the interpretation or application of specific terms of the Agreement.

Reemployment rights and course assignments cannot be grieved or arbitrated.

Only disciplinary grievances involving a suspension or termination of a unit member can proceed to arbitration. The arbitrator shall have no authority to award reinstatement of a unit member. The arbitrator's award is limited to an advisory award of salary resulting from the suspension or termination. Suspensions or terminations must be for just cause. An award by the arbitrator shall be implemented within twenty (20) days from the receipt of the arbitrator's decision by the College.

The arbitrator's expense shall be borne equally by the Federation and the College.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

ARTICLE VIII **COMPENSATION**

Adjustments to the current listed per credit rates as follows:

Effective September 1, 2018 -2%

Effective September 1, 2019 -4%

Effective September 1, 2020 -4%

Effective September 1, 2021 -4%

Only those eligible unit members covered under the recognition clause of the CBA employed prior to September 1, 2018 and still employed with HCCC as of the signing of this Agreement will receive per credit compensation increases retroactive only to September 1, 2018.

Therefore, the rates shall be as follows:

Effective September 1, 2018:

704/per credit for a unit member teaching 1-4 semesters;
715/per credit for a unit member teaching 5-8 semesters;
726/per credit for a unit member teaching 9-12 semesters;
737/per credit for a unit member teaching 13-19 semesters;
750/per credit for a unit member teaching 20 or more semesters.

Effective September 1, 2019:

732/per credit for a unit member teaching 1-4 semesters;
744/per credit for a unit member teaching 5-8 semesters;
755/per credit for a unit member teaching 9-12 semesters;
767/per credit for a unit member teaching 13-19 semesters;
780/per credit for a unit member teaching 20 or more semesters.

Effective September 1, 2020:

761/per credit for a unit member teaching 1-4 semesters;
773/per credit for a unit member teaching 5-8 semesters;
785/per credit for a unit member teaching 9-12 semesters;
798/per credit for a unit member teaching 13-19 semesters;
811/per credit for a unit member teaching 20 or more semesters.

Effective September 1, 2021:

792/per credit for a unit member teaching 1-4 semesters;
804/per credit for a unit member teaching 5-8 semesters;
816/per credit for a unit member teaching 9-12 semesters;
830/per credit for a unit member teaching 13-19 semesters;
843/per credit for a unit member teaching 20 or more semesters.

Unit members, as recognized under the recognition clause in Article II of the CBA, teaching 20 or more semesters as of August 31, 2019 and who teach a Fall (September) 2019 course shall receive a one-time only sum of \$200, which shall be outside of and not included in the per credit compensation above. The payment of the sum of \$200 will be made at the conclusion of the Fall (September) 2019 course.

Faculty Development Plan: The College will offer a faculty development plan beginning in the Spring of 2011 for unit members. The parties have mutually agreed upon the procedures and details of the plan. The program details are attached hereto as Exhibit B and made a part hereof. Employees who successfully complete the program in 2011 shall receive a supplemental increase in their per credit compensation starting in September 2011, of \$20.

Professional Development Tier I to be increased by \$5 to \$25.00 to be added to base pay the semester following the completion of the program. Those unit members who have completed current Tier I are eligible for the \$5.00 increase as of September 1, 2016.

HCC has developed and implemented a Tier II FDP, the terms of which are attached hereto as Exhibit A.

The College will issue a unit member's first paycheck four weeks from commencement of the unit member's course. The second payment will be made three weeks thereafter. The third payment will be made in the tenth week and the final payment will be made upon a unit member's submission of final grades.

A Task Force consisting of Adjunct faculty and the Administration will work collaboratively to update the examination and create study tools for Voluntary Incentive-Based Adjunct Faculty Development Plan Phase II.

ARTICLE IX

TUITION REDUCTION/WAIVER

The College agrees to provide tuition reduction/waiver in accordance with the "Adjunct Tuition Reduction/Waiver Request" form which is attached as Exhibit A and incorporated herein. The College will modify its Tuition Reduction/Waiver Request form to reduce the number of semesters at HCCC for tuition reduction to "4-8(50% tuition reduction)" and for full tuition waiver to "9 or more (full tuition waiver)."

ARTICLE X
SICK AND PERSONAL LEAVE DAYS

After four (4) semesters, unit members are eligible to receive one (1) sick day per semester, and such days are non-cumulative. The sick day must occur on a day the unit member is assigned to work.

After four (4) semesters, unit members are eligible to receive one (1) personal day per semester. A personal day is non-cumulative. A personal day must be requested at least one week in advance. The request must include the lesson plan and/or materials needed for the substitute. A personal day cannot be taken on scheduled mid-term or final exam days.

ARTICLE XI
BEREAVEMENT LEAVE

Unit members are eligible for one (1) day of bereavement leave after four (4) semesters for time off for the death of a member of the immediate family or person domiciled in the residence of the unit member. Eligible relationships are defined in the HCCC employee handbook. The employee shall not be entitled to bereavement leave if at the time of the death of the family member the employee is not assigned to teach a class. Documentation may be requested by HCCC to determine a unit member's eligibility for the leave.

ARTICLE XII
NOTIFICATION

If a course has been offered and accepted by a unit member, HCCC will make every effort to notify the unit member within two (2) days of cancellation of the course assigned.

ARTICLE XIII
CANCELLATION FEE

If a bargaining unit member teaches any portion of a class before it is officially cancelled, the unit member will receive One Hundred Dollars (\$100.00) plus be compensated on a pro-rata basis for actual time taught.

ARTICLE XIV
TERMS AND CONDITIONS OF EMPLOYMENT

Bargaining unit members may teach a maximum of 24.75 hours per week (this equates to 11 credit hours). Unit members shall not apply for or accept a credit workload or any other assignment during any semester which results in the adjunct exceeding the above-stated

maximum work hours per week.

ARTICLE XV
UNIT MEMBER INFORMATION

HCCC shall fully comply with the New Jersey Workplace Democracy Enhancement Act, while it is enacted law, with respect to a member's personal information and access to unit members.

ARTICLE XVI
PERSONNEL RECORDS

The official personnel records of each member of the bargaining unit shall be kept in files by the College Human Resources Department. Upon appropriate request, a member of the unit shall have access to his/her personnel records, except for confidential documents to which access is privileged, such as credentials, peer evaluations; or letters of recommendation. Such access to the non-confidential information shall be granted by the end of the next working day after such request is received.

ARTICLE XVII
SEPARABILITY AND SAVINGS

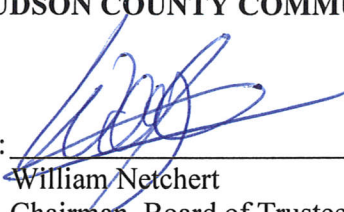
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII
TERM AND RENEWAL

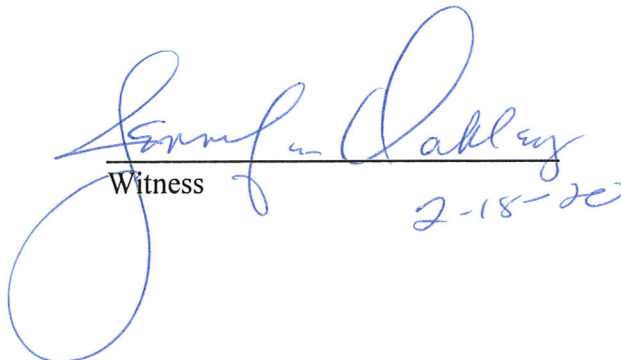
This Agreement shall be in full force and effect as of September 1, 2018 and to remain in effect through August 31, 2022.

IN WITNESS WHEREOF, the parties to the within Agreement have, by their authorized representative, set their hands and seals this 18 day of February, 2019.

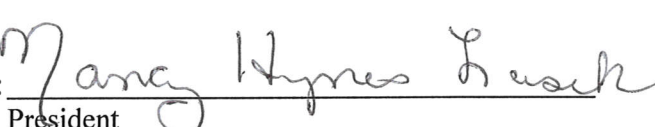
HUDSON COUNTY COMMUNITY COLLEGE

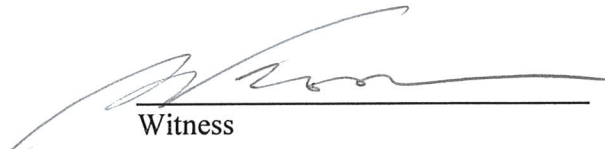
By: 
William Netchert
Chairman, Board of Trustees

By: 
Christopher M. Reber, Ph.D.


Witness 2-18-20

**HUDSON COUNTY COMMUNITY COLLEGE
ADJUNCT FACULTY FEDERATION**

By: 
President


Witness

EXHIBIT

A

HUDSON COUNTY COMMUNITY COLLEGE ADJUNCT TUITION REDUCTION/WAIVER REQUEST

INSTRUCTIONS: Adjunct faculty who are employed for ten (fall/spring) semesters or more and their immediate family (spouse and legal dependents) may be granted 100% tuition waiver for any credit course, as well as selected continuing education courses offered by the College. Adjunct faculty who are employed for five to nine semesters may be granted 50% tuition reduction. In all cases, course enrollment is contingent upon seat availability after regular students have registered.

(NOTE: Adjuncts, their spouse and dependents may take courses at the College inclusive of fees, provided space is available. Documentation must be provided for family members (i.e., copy of certificates for marriage, birth, adoption, legal guardianship, etc.). Adjuncts, their spouse and dependents, may take courses at the Culinary Arts Institute, Nursing and Radiography Program excluding fees and uniforms, provided space is available.)

Date: Click here to enter text.

Name of adjunct faculty requesting HCCC tuition reduction/waiver:

Last name Click here to enter text. First name Click here to enter text. SS#/CWID: Click here to enter text.

Division/Department: Click here to enter text.

Number of semesters at HCCC: ☐ 5 - 9 (50% tuition reduction) ☐ 10 or more (full tuition waiver)

Person(s) for whom tuition reduction/waiver is being requested: ☐ self ☐ spouse ☐ legal dependent

Last name Click here to enter text. First name Click here to enter text. SS#/CWID: Click here to enter text.

Course(s) for which tuition reduction/waiver is being sought:

(Maximum two courses or six credits per semester/summer session per family; four courses or twelve credits per year, summer sessions included)

Course number & section	Course Title	Credit Hours	Semester
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I understand the terms under which I and/or a member(s) of my immediate family qualify for HCCC tuition reduction/waiver, and certify that all of the requirements have been met.

Adjunct faculty signature _____ Date ____/____/____

Division Dean/Director: _____ Date: ____/____/____

V. P. for Academic Affairs: _____ Date: ____/____/____

Human Resources: _____ Date: ____/____/____

EXHIBIT
B

VOLUNTARY INCENTIVE-BASED ADJUNCT FACULTY DEVELOPMENT PLAN

Both parties agree to the following:

As part of the Faculty Development Plan ("FDP"), the College will develop a course of instruction/training. The College will consider recommendations from the Federation/Chapter ("Union") regarding the course of instruction/training. However, the Union expressly agrees and understands that the College reserves the right in its sole discretion to develop and modify the course curriculum for the FDP. The College also reserves the right in its sole discretion to determine the delivery method and location of the course of instruction/training.

Eligibility for participation in the FDP is available only to second semester and continuing adjunct faculty members. Participation in the FDP is voluntary. Adjunct faculty members shall not receive any compensation for attending and participating in the course of instruction/training under the FDP.

A second semester or continuing adjunct faculty member who successfully completes the course of instruction/training under the FDP will receive a Certificate of Successful Completion, which will entitle that adjunct faculty member to a \$20 per credit increment commencing Fall (September to December) 2011.

The course of instruction/training will be conducted on the HCCC campus and/or online at the sole discretion of the College. Multiple sessions will be offered between February 2011 and August 2011 to provide an opportunity for every eligible adjunct faculty member to participate in the course of instruction/training.

The course of instruction/training may include, but not be limited to, such topics as understanding HCCC's mission and goals, classroom management, instructional delivery modes, learning styles, developing a course syllabus, assessing student progress, and general education.

Eligible second semester or continuing adjunct faculty members who elect not to participate in the course of instruction/training will not receive the \$20 per credit increment.

Priority for course of instruction/training in Fall (September to December) of 2011 and in all subsequent semesters will be given first to new second-semester adjunct faculty members, and course of instruction/training opportunities will then be on a first-come, first-served, seat-available basis.

The criteria for successful completion of the course of instruction/training will include, but not be limited to, full attendance and achievement of a passing test score to be determined by the College.

HUDSON COUNTY COMMUNITY
COLLEGE CHAPTER of THE UNITED
ADJUNCT FACULTY OF NEW JERSEY,
LOCAL 2222, AFT, NYSFT, AFL-CIO

HUDSON COUNTY
COMMUNITY COLLEGE

CHINA CLARK
PRESIDENT UAF HUDSON
COMMUNITY COLLEGE

Cherrie Clark

Barbara J. Johnson, Executive Director
of Human Resources

Abigail D. Johnson, VP Academic Affairs
ABIGAIL D. JOHNSON

Voluntary Incentive-Based Adjunct Faculty Development Plan Phase II

The Adjunct Faculty union and the College have agreed to a Phase II of the Adjunct Faculty Development Plan (AFDP) during 2016 negotiations. A pilot of AFDP II (including four modules) took place in October 2017. The prior agreement prevails in terms of the College's rights in its sole discretion to develop and modify the course curriculum. The College also reserves the right in its sole discretion to determine the timing, the delivery method and location of the course of instruction/training for Phase II. Phase II will be held no more than once during the spring and once during the fall semester.

The following prerequisites must be met prior to enrolling in Adjunct Faculty Professional Development Phase II:

- Successful completion of Phase I.
- Completion of at least four (4) semesters of teaching as an adjunct at HCCC with eligibility in Tier 2, 3, 4, or 5 pay scale. Neither TFT nor other non-adjunct assignments are not applicable.
- In good standing at HCCC (based on faculty performance evaluations, attendance and professional conduct).
- Confirmation of completion of mandatory on-line training for Harassment, Diversity & Title IX and acknowledgement of the Anti-Harassment Policy prior to registration.
- Must be an actively employed* adjunct to register and/or to attend the AFDP.

Upon successful completion of Phase II (defined as achieving a test score of at least 80% and having had full attendance in the program), the candidate will receive a \$30 per credit increase beginning the spring or fall semester following their completion of Phase II. Candidates not completing all modules and/or absent from a module will not be permitted to take the test and/or receive an increase until all prerequisites for successful completion are achieved.

Class size will be a 20-person cap. A waitlist will be maintained for the current class only. Each subsequent class will require interested eligible adjuncts to reapply. Registration will be held at least four weeks before the beginning of the

class. Placement in the class will be determined by the date and time the registration was received.

*Adjuncts who formally resign in writing from the College do not retain credit for prior service (see Employee Handbook) and must requalify for the AFDP.