

AGREEMENT

BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE

and

**HUDSON COUNTY COMMUNITY COLLEGE
SUPPORT STAFF FEDERATION**

July 1, 2005 to June 30, 2010

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AGREEMENT

THIS AGREEMENT, made on this 30th day of September, 2005 between the HUDSON COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "College") and THE HUDSON COUNTY COMMUNITY COLLEGE SUPPORT STAFF FEDERATION (hereinafter referred to as the "Federation"),

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

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

NOW THEREFORE, the College and the Federation mutually agree as follows:

ARTICLE I RECOGNITION

1. The Board of Trustees of Hudson County Community College recognizes the Hudson County Community College Support Staff Federation, New Jersey State Federation of Teachers (NJSFT), the American Federation of Teachers (AFT), and the AFL-CIO as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all members of the Bargaining Unit presently employed and hereinafter employed by the Board, including:
 - A. Non-professional full-time support staff shall be recognized as those employees working in a College-budgeted position, at least 35 hours per week, including Pension & Benefits Accountants, Senior Accountants, Accountants, Disbursement Supervisor, Office Manager, Maintenance Specialist, Payroll Officer, Accounts Payable Officer, Administrative Assistant, Library Technical Assistant, Sr. Maintenance Mechanic, Security & Safety Specialist, Maintenance Mechanic, Secretary, Student Contact/Placement Assistant, Bursar Clerk, Laboratory Technician, Records Management Enrollment Assistant, Clerk Typist, Data Entry Clerk, Laboratory Assistant, Library Clerical Assistant, Purchasing Clerk, Student Financial Aid Assistant, Testing Assistant, Continuing Education Clerk, Office Services Clerk, Facilities Worker, Culinary Custodial Worker, Accounts Receivable Clerk, Student Services Representative, Student Financial Assistance Aide, Communications Assistant, Audio Visual Technician, and PC Technician as referenced in this agreement.

2. The following positions, classifications and titles are, however, excluded:
 - A. Supervisors and within the meaning of the Act, managers, directors, executives, and confidential employees and professional employees including coordinators, instructional staff, counselors and faculty.
 - B. 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 Federation, other Bargaining Units, and the College. Any dispute regarding same may be arbitrated by the Public Employment Relations Commission (PERC).

ARTICLE II DEFINITIONS

1. The life of the 2005 to 2010 Collective Bargaining Agreement shall be for the five-year period beginning July 1, 2005 through June 30, 2010.
2. The term "Board," as used in this Agreement, shall mean the Board of Trustees of Hudson County Community College, Hudson County, State of New Jersey, or its duly designated agent(s).
3. The term "Federation" as used in this Agreement shall mean the Support Staff Federation 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 Federation 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 Federation 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.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

1. Non-Discrimination

- A. The College agrees that 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 Federation agree to follow a policy of non-discrimination as stated in the provisions of this Agreement. This provision shall be applied to all employees, and there shall be no discrimination on the basis of race, color, creed, national origin, age, sex or marital status or membership or participation in the legal activities of any employee organization, as set forth by law.
- C. The College and the Federation agree not to interfere with the right of employees to become members of the Federation. There shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership or non-membership in the Federation permissible under law or this Agreement on behalf of the Federation. The Federation agrees not to discriminate against, interfere with, restrain or coerce any employee for refusal to join the Federation. The Federation further agrees that it shall not unlawfully coerce employees into membership.

2. Separability

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.

- 3. 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
EMPLOYEE RIGHTS AND PRIVILEGES**

1. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the College shall have the right freely to organize, join, and support the Federation and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly-selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or of the Constitution of New Jersey and the Constitution of the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Board, or his institution of any grievances, complaints, or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
2. Whenever any Unit Member is required to appear at a hearing before the President or his designee, Board, or any committee, member, representative or agent thereof concerning any matter that could adversely affect the continuation of that Unit Member in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives(s) of the Federation present to advise him during such meeting or interview.
4. No employee shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.

**ARTICLE V
FEDERATION RIGHTS AND PRIVILEGES**

1. Representatives of the HCCC Support Staff Federation, the New Jersey State Federation of Teachers, and the American Federation of Teachers shall be permitted to transact official Federation business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.
2. The Federation and its representatives shall have the right to use space in College buildings for meetings at reasonable hours, during normal work hours when the College is open for usual business. The College scheduling office shall be consulted in advance of the time and place of all such meetings to ascertain availability of space required.
3. The Federation and its duly authorized campus representatives may use College equipment, including typewriters, word processors, and personal computers, mimeographing 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 Federation shall pay for the reasonable cost of all materials and supplies incidental to such use and for any damage to said equipment caused through use.

4. The Federation's duly authorized campus representatives shall have the right to reasonable use of the College's internal mail distribution system for Federation communications.
5. Any representative of the Federation 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.
6. 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.
7. The College will provide office space for the Federation and, if the Federation wishes, will have a telephone installed at a mutually agreeable location. Any cost associated with the installation and/or use of telephones shall be borne solely by the Federation, and shall be used for the transaction of all Federation business.
8. The College will make every effort to provide appropriate parking space for Unit Members and, at its discretion, may 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.

ARTICLE VI DEDUCTION OF DUES FROM PAYROLL

1. 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 by the Federation 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(s) commencing ninety (90) days after the date of hire. Any new employee who chooses not to join the Union, but is nonetheless protected by the Collective Bargaining Agreement shall pay a representation fee in the amount of up to Eighty-five percent (85%) of the current annual dues, the exact amount to be determined by the Federation in accordance with law.

- C. This deduction will be taken twice per month, not to exceed 24 paychecks in any one year. Should a Federation member require a refund, it shall be the responsibility of the employee to obtain the appropriate refund directly from the Federation.
- D. If, during the life of this Agreement, there is any change in the rate of membership dues, the Federation shall notify the College at least sixty (60) days prior to the effective date of such change.
- E. The College will provide the Federation on a quarterly 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. The Federation shall certify in writing, signed by the President of the Federation and filed with the Payroll 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 Federation.
- G. The College shall deduct such annual dues from 24 paychecks in an equal amount; said equal amount being the annual dues divided by the number of paychecks to be received by the member of the unit during the deduction period established by the College.
- H. The College agrees to transmit to the Federation Treasurer a monthly amount equal to membership deductions and agency fee deductions no later than the 15th day of the following month.
- I. 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.
- J. 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.
- K. Each unit member's payroll deduction authorization filed with the Payroll Administrator as provided in Section A above shall remain in effect during the life of this Agreement unless revoked in writing by the unit member. Written

notice of withdrawal of the assignment executed by the employee pursuant to 1 A above authorizing the College to deduct the employee's dues from his paycheck shall be filed with the Payroll Administrator. The filing of a notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed. Once revoked, the non-member must pay a representation fee in the amount of up to 85 percent of the current annual dues, the exact amount of which will be determined by the Federation in accordance with the law.

2. The cost of publication of this Agreement shall be borne equally by the College and Federation.
3. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of this Agreement.

ARTICLE VII 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's affairs, except as set forth in the 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.
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 conformity 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.

4. Nothing contained within this Article shall diminish, negate, or abrogate any article or provision of this Article.

ARTICLE VIII MANAGEMENT RIGHTS

1. The College hereby retains and reserves unto itself, without limitation, 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 the laws and Constitution of the United States.
2. The College has and is vested with all the lawful, customary and usual rights, powers, functions and authority of management.
3. The Federation further recognizes that the management of the College and its workforce and the control of its properties are the prerogatives of the College.

ARTICLE IX PROBATIONARY AND WORKING TEST PERIOD

1. All appointment shall be for a probationary period of ninety (90) working 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.
3. All promotions shall be for a working test period of sixty (60) working days. In the event an employee fails to complete the working test period in a satisfactory manner, said employee shall either be reinstated to his/her prior position or be assigned to a comparable position to his/her prior position.

ARTICLE X COMPENSATION

1. **Salaries**
 - A. The College will give Federation members a 4.25 percentage increase for year one of the CBA. This increase, inclusive of overtime hours worked, is retroactive to July 1, 2005 only for those Federation Members who were employed by the College as of July 1, 2005.
 - B. The College will give Federation members a 4.25 percentage increase for year two of this Agreement.

- C. The College will give Federation members a 4.25 percentage increase for year three of this Agreement.
- D. The College will give Federation members a 4.25 percentage increase for year four of this Agreement.
- E. The College will give Federation members a 4.25 percentage increase for year five of this Agreement.

2. Hours of Work

- A. The regular work week for all full-time clerical workers represented by the Federation shall consist of five (5) consecutive days (Monday to Friday), of seven (7) hours per day, thirty-five (35) hours per week. Other employees as listed in Article I of this Agreement, Maintenance Specialist, Senior Maintenance Mechanic, Security and Safety Specialist, Maintenance Mechanic, Facilities Worker and Culinary Custodial Worker whose regular responsibilities are incidental to scheduling or holding of classes on either Saturday or Sunday shall consider as a regular work week five (5) consecutive days as determined at the time of hire or by mutual consent of the employee and the supervisor, such schedule deemed to be essential to the uninterrupted operations of College business. Certain of these employees shall consider as their regular work week five (5) consecutive days, eight (8) hours per day, forty (40) hours per week.
- B. Employees are entitled to two (2) fifteen (15) minute rest periods during each day of work. Each employee will make arrangements with his supervisor to determine the intervals during which the employee will utilize his rest periods. This arrangement must not be inconvenient for either the employee or his supervisor.

3. Summer Hours

- A. The policy of summer or flex work hours shall be at the sole discretion of the Board of Trustees upon the recommendation of the President.

4. Overtime Pay

After the conclusion of the normal hours of an employee's normal workweek, all hours worked in excess of thirty-five (35) hours in the case of clerical employees, or forty (40) hours in the case of other employees shall be paid at a rate of one and one-half times the regular rate of pay.

5. Call-Back Pay

Any employee who is called back to work after completing his regularly scheduled shift and leaving the premises shall receive pay for all work actually performed with a

minimum guarantee of four (4) hours pay. If an employee is called back to work before leaving the premises, he shall have been deemed to have worked continuously. This Article shall also apply when an employee is called in on a Saturday or a Sunday if either or both days are not included in the employee's normal work week schedule or as scheduled overtime.

6. Salary Range Review Task Force

- A. A task force shall be established consisting of three (3) members of the Union and three (3) members from the College to reassess the salary ranges of unit member employees.
- B. The College and Union negotiators shall constitute the Salary Range Review Task Force. The consultant to conduct the Salary Range Review will be mutually selected by the College and the Union and ultimately subject to the approval of the Board of Trustees. The decision of the Board of Trustees is not grievable.

The selected consultant will be submitted to the Board of Trustees for approval by November 30, 2005. Any extension of time by the Board of Trustees to review and approve the consultant shall not be grievable and not subject to the grievance procedure in the parties' collective bargaining agreement.

The estimated time for completion of the consultant's review is 6 to 12 months. However, any extension of time for completion shall not be grievable and not subject to the grievance procedure in the parties' collective bargaining agreement.

The College and the Union shall meet to mutually consider the impact of the Salary Range Review.

7. Reclassification

- A. When a unit member's duties and responsibilities change significantly so that he or she assumes additional responsibilities not specified in the original job description that require additional skill, knowledge and/or ability, the College will undertake a job evaluation to determine if the employee is entitled to a job reclassification. Should a job reclassification be in order, an appropriate salary adjustment will be forthcoming. Job reclassifications will be conducted utilizing specific criteria that will be made available to the Federation.
- B. The College shall have the right to change the job description as required by the needs of the College. The College will advise the unit member and provide him or her with a revised job description. The Federation may, at its sole discretion, pursue job reclassification decisions up to the Personnel Committee of the Board of Trustees whose decision in the matter shall be final and binding, and not subject to arbitration.

8. **Longevity**

- A. Entitlement for longevity will be based on the date of hire as a permanent, full-time employee only.
- B. The longevity increment will be implemented as indicated below:
 - 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
- C. The longevity increment will not be included in the base salary but will be paid once each year on or about June 30th.

**ARTICLE XI
SENIORITY**

- 1. Establishment of any seniority listing is made in order to determine preference for employment or promotion based on the duration of the employee's continuous service to the College. The rationale for this is to provide job security for employees while taking into consideration the impact on the efficiency of College operations. The order of any seniority listing is calculated from the dates of hire of employees holding positions with the same job title at the College.
- 2. The Federation representative shall be advised in the event of an anticipated lay-off, and the following procedure shall apply:
 - A. Probationary employees shall be laid off first;
 - B. Remaining employees shall be laid off according to seniority within the same or similar job classification.
- 3. An employee will lose all seniority rights for the following reasons:
 - A. Voluntary resignation.
 - B. Discharge for cause.
 - C. Absence for two (2) consecutive working days without notifying the employee's supervisor or the College unless the employee produces documentation of a good and sufficient cause for not notifying the College.

- D. Fails to return from a layoff within five (5) working days from the date of recall unless the employee produces documentation of a good and sufficient cause for not reporting.
 - E. Layoff for a period of one (1) year.
4. Employees shall be recalled to employment at the College according to seniority within the job classification provided that they have the qualifications to perform the available work. An employee's name shall remain on the recall list for a period of one (1) year.
 - A. An employee will be considered recalled to work if notified by certified letter, receipt requested, mailed to the last know address of the employee as indicated in College records.
 1. Employees must notify the College of any change of address and telephone number. It is the employee's responsibility to ascertain that College records are current.
 5. An employee whose job is eliminated shall be entitled to apply for any College position that becomes vacant, provided such employee meets the posted requirements and qualifications to fill the position.
 6. Multiple employees hired on any given day shall have their seniority established by lottery as conducted by the College. The seniority ranking shall be established and retained throughout the duration of the employment of such employees.
 7. A part-time employee who transfers to a full-time position shall be ranked in any seniority listing based on one-half of the length of time that the employee held the part time position prior to hire as a full-time employee.
 8. All employees after successful completion of the probationary period shall begin to accrue seniority from date of initial hire.

**ARTICLE XII
HOLIDAYS**

1. Federation Members shall have the following holidays:

◆ Independence Day	◆ One Week between Christmas & New Year's Day
◆ Labor Day	◆ New Year's Day
◆ Thanksgiving Day	◆ Martin Luther King, Jr.'s Birthday
◆ Day after Thanksgiving	◆ President's Weekend
◆ Christmas Eve	◆ Good Friday
◆ Christmas Day	◆ Memorial Day

2. Unit Members will be granted four (4) "floating" holidays each year, which shall be used during each fiscal year, in place of Columbus Day, Election Day, Veterans Day and the day after New Year's Day. If not used by the unit member(s), these "floating" holidays cannot be carried over into subsequent fiscal years.
3. The College will attempt to give a minimum of three (3) days' notice whenever possible when a member of this Federation is required to work on a scheduled holiday. The Federation recognizes that an emergency situation may arise requiring less than three (3) days' notice. The employee shall be compensated at the holiday rate (1 1/2 times the hourly salary per hour worked).
4. An employee on unpaid leave of absence shall not be entitled to pay for a holiday during such leave.
5. Federation 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.

ARTICLE XIII INSURANCE

1. The health, prescription, and dental insurance programs shall remain in effect for the life of this Agreement and will be defined on the cost of premiums. The College shall participate in the New Jersey State Health and prescription insurance benefits programs with their applicable premiums and co-pay amounts. For the existing year the current co-pay is \$5.00/\$1.00. These co-pay amounts, however, are not binding on the College in any way as to future co-pay amounts implemented by the State benefits program and for which the Unit Members will be responsible.

Should the increase in cost of medical insurance exceed twelve and one-half (12.5) percent in any one year, the College agrees to reopen negotiations on benefit contributions only.

2. The existing vision care plan provided by the College to all Unit Members shall remain in effect during the life of this Agreement.
3. The existing short-term disability plan provided by the College to all Unit Members shall remain in effect during the life of this Agreement.
4. 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.
5. Benefit Level

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

6. The dental benefits provided by the College to all unit members is increased to a maximum of \$1,500.

**ARTICLE XIV
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, stepparents, stepchildren, in-laws, or other persons who occupy such position within the family, or a domestic partner.
 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. A Unit Member shall not be compensated for unused, accrued sick leave. However, those employees who have ten or more years of service at the College will be compensated at the rate of 50% for all accrued but unused sick days up to a maximum of \$15,000.00 at the time of separation. The Human Resources Department shall inform Unit Members on or before July 1st 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. Vacation Leave

A. Unit Members shall be granted vacation leave with pay starting from the first day of the month following the date of hire at the following rates:

1. Starting date until the completion of the first year, one (1) day per month up to a maximum of ten (10) working days;
2. From the beginning of the second year of employment, vacation leave shall be earned at the rate of 1.416 days per month up to a maximum of seventeen (17) days per year;
3. From the beginning of the third year of employment, vacation leave shall be earned at the rate of 1.5 days per month up to a maximum of eighteen (18) days per year.
4. From the beginning of the fourth year of employment, vacation leave shall be earned at the rate of 1.58 days per month up to a maximum of nineteen (19) days per year.
5. From the beginning of the fifth year of employment, vacation leave shall be earned at the rate of 1.67 days per month up to a maximum of twenty (20) days per year.

B. Vacation days will be credited on the twenty-fifth (25th) day of the month. Vacation time accrued in one fiscal year must be taken by the end of the next fiscal year except when the unit member's timely request for vacation has been refused by reason of staffing needs as certified by the Contract Administrator. Employees may not carry over the previous fiscal year accruals beyond the next fiscal year without approval of the President or his designee.

C. Vacation days may not be taken in segments of less than one-half day. The Human Resources Department will inform unit members of the accrued vacation balance prior to July 1st of each year.

D. A unit member shall be entitled to receive his regular pay in advance of departure for vacation provided that advance notice of a minimum of fifteen (15) business days is given.

E. **Death Benefits**

In the event of a Unit Member's death, his/her family shall be paid the employee's accrued but unused vacation. The accrued but unused vacation will be compensated in payment to his/her estate.

3. **Personal Leave**

Effective July 1st 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.

4. **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, stepparents, stepchildren, in-laws, or other person who occupies such position within the family, or a domestic partner. 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.

5. **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.

6. Family Medical Leave

Unit members who have been employed by the College for at least one (1) year may apply for a twelve (12) week unpaid family leave of absence. Eligible employees are entitled to twelve (12) work weeks of unpaid job protection leave during any twelve (12) month period to attend to the needs of immediately 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.

7. Military and National Service Leave

A member of this unit who leaves his 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 commitment in accordance with the terms of applicable laws.

A. Reinstatement of Returning Veteran

A returning veteran shall be entitled to return to his original position or another position for which the College considers him qualified at the first available opportunity. A returning veteran will be reinstated at the same rate of pay he 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 the 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/Reserves 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 a copy of the official governmental orders authorizing the military training to be forwarded to the Department of Human Resources.

**ARTICLE XV
STAFF DEVELOPMENT**

1. Commitment to Staff Development

The Federation and Administration acknowledge the importance of staff development and encourage Unit Members to fully participate in available staff development activities. The College will provide its full-time personnel with the opportunity to upgrade their professional skills.

A. Conference and Travel

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

1. Meal allowances will be reimbursed up to \$40 per diem (including gratuities). Meals included in registration fees shall be deducted from the per diem amount.
2. Receipts will be required for all reimbursed expenses. The College will not pre-pay hotel accommodations.

B. Non-credit courses, including those offered through the College Continuing Education Division, may qualify under the Staff Development Program.

C. Tuition Waiver

1. Full-time employees, their spouse and dependents may take courses at the College tuition free, inclusive of fees, provided space is available.
2. Full-time employees, their spouse and dependants, may take courses at the Culinary Arts Institute tuition free, excluding fees and uniforms, provided space is available. For the purposes of this Article, family member shall be defined as spouse and dependant children to the age of 23 years who are residing in the employee's household.

D. Tuition Remission

1. Full-time employees may receive a refund of tuition, inclusive of fees, of a maximum of \$6,000 for eligible courses taken during any fiscal year, subject to fund availability.

2. Course(s) may be part of an accredited undergraduate or graduate degree program or selected credit course(s) in the employee's current related discipline or job-related areas.
3. An applicant must secure the supervisor's approval and budget authorization prior to enrolling in courses to ensure that work contemplated will qualify for reimbursement and that funds are committed. A completed tuition reimbursement form must be submitted to the Human Resources Department prior to registering for class.
4. A request to be reimbursed must be submitted not more than thirty (30) days after completion of the course(s) together with employee's proof of payment and a grade report. Applicant shall earn a grade of "C" or better for reimbursement.

E. Merit Increase

A unit member who obtains an Associate's Degree will receive a one-time merit increase of \$1,000 added to base salary. A unit member who obtains a Bachelor's or Master's Degree will receive a one-time merit increase of \$2,000 added to base salary. Credits alone are insufficient. The degree must be obtained during the term of the CBA in order to receive the one-time merit increase.

F. Mileage Allowance

1. Federation 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 valid receipts 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.

**ARTICLE XVI
EVALUATIONS**

A Unit Member shall be formally evaluated at least once during each fiscal year by his supervisor. The employee has the right to respond to the evaluation on the evaluation form in the Comments section designated for that purpose, or by attachment. Each employee is requested to sign his evaluation indicating that he has reviewed the evaluation. The signature of the employee indicates that the employee has read the evaluation and does not necessarily indicate his agreement with the contents therein. A copy of each employee evaluation will be placed in the employee's official personnel record, and the supervisor will provide a copy for the evaluated employee.

ARTICLE XVII DISCIPLINE

1. Standards of Behavior

Every employee is expected to perform his duties with the highest degree of professionalism and ethics and 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. Progressive Discipline

In the event that an employee's work performance causes any need for concern, the following procedure for progressive discipline will be followed:

A. Coaching-First Occurrence

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

1. Know what is going on - i.e., investigate thoroughly and identify the problem.
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 does the employee know the consequences?
4. Reach agreement - 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 - Second Occurrence

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.
5. Follow-up date should be set as well as stating positive and negative consequences.

C. Disciplinary Action - Third Occurrence

Should a formal disciplinary action become necessary, the College shall follow the formal Disciplinary Action procedures as outlined below:

1. First offense - *verbal warning*. The employee will be counseled by the supervisor and advised that this is the first step in the progressive discipline procedure.
2. Second offense - *written warning*. This warning will list chronologically details concerning the events that will be described specifically. It will refer to verbal warning(s), stating the dates of these, and will clearly set standards for improvement. It will also contain a deadline and will list consequences.
3. Third offense - *disciplinary suspension or wage/salary reduction*. The employee may be given a suspension for a third violation that occurs within a period of twelve (12) months from the date of the most recent written reprimand or if the severity of the violation warrants more than a written reprimand. A suspension may be for no less than one (1) working day and no more than ten (10) working days, depending on the severity of the violation. The supervisor shall write a recommendation for suspension that includes a history of all past violations and a history of the supervisory efforts to correct the problem. A detailed documentation of the facts related to the violations shall be attached. Copies of the recommendation for suspension shall be confidentially transmitted to the employee, the Director of Human Resources, and the area Dean/Vice President and the Federation. The Dean/Vice President will approve/disapprove the recommendation for suspension.

4. **Fourth Offense - *termination*.** In the event efforts to correct negative performance fail, the final disciplinary action shall be termination from employment. When a supervisor believes termination is appropriate, he/she shall confer with the area Dean or Vice President and the Director of Human Resources. Complete documentation of the case shall be prepared by the supervisor(s). A conference with the employee and all appropriate individuals shall be initiated by the Director of Human Resources to present the facts of the case and recommendation for Termination to the Personnel Committee of the College Board of Trustees. The employee shall be provided the opportunity to respond and shall be provided with such other due process opportunities as may be appropriate.

D. **Accelerated Corrective Discipline**

Depending on the gravity of the offense, the disciplinary process may be accelerated to any advanced step.

3. **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 charges against him or her. This provision shall not apply in the case of non-renewal. In the event that notification is by mail, notification shall be complete upon the College obtaining an official post office-stamped receipt.

4. **Required Hearings**

Prior written notice shall be given when an employee is required to appear at a hearing concerning any matter that could adversely affect his position, salary or benefits. This notice will include the reasons for the meeting or interview. The employee is entitled to the presence of a representative of the Federation during such meetings.

5. **Procedure**

Progressive discipline procedure shall be used whenever possible.

6. **Immediate Suspensions**

When the presence of the unit member is determined to be dangerous to the welfare of the employees or detrimental to the interest of the College, the appropriate Dean or Vice President or his or her designee may suspend the offender immediately, pending investigation, formal charges, and subsequent hearing. Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning, or written reprimand.

7. **Reinstatement**

An employee suspended or terminated under any of the terms outlined above has the right to file a grievance pursuant to Article XVIII 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 Federation**

The Federation will be notified of all formal disciplinary actions as soon as possible after the action, but no later than twenty-four (24) hours after the occurrence.

**ARTICLE XVIII
GRIEVANCE PROCEDURE**

1. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that 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 has been adversely affected by a violation or misinterpretation of the specific provisions of his individual employment contract or this Collective Bargaining Agreement, or as an allegation by the Federation that it has been adversely affected by a violation or misinterpretation of the specific provisions of the Federation Rights Article of this Collective Bargaining Agreement.
- B. **Contractual 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.
- C. **Non-Contractual Grievance** shall be defined as a misapplication, misinterpretation, or violation of a policy or administrative decision, or disciplinary matters of three (3) day suspension or less including counseling, warnings and/or 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 Federation 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 in writing 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 ten (10) 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 a Federation 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 manners relating to the grievance shall constitute completion of the grievance procedure. The Board will notify the Grievant of its decision within thirty (30) calendar days of its hearing or review of the appeal. 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 Federation and only the Federation, may submit the matter to binding arbitration in accordance with the procedures of the Public Employment Relations Commission (PERC) on the conditions set forth in Section 4 of this Article.

4. **Arbitration**

- A. The grievance is a Contractual Grievance as defined in Section 1 of this Article.
- B. The request for arbitration shall be filed by the President of the Federation 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 Federation to submit a grievance to arbitration. The Federation'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. Fees lost due to cancellation shall be the sole responsibility of the party requesting the postponement.
- C. A grievance may be raised at Step One no later than thirty (30) working days following the occurrence of the incident in question or when the Grievant would have reasonably known of the incident's occurrence.
- D. In the case where an alleged grievance is based upon an action of a Dean or a 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 Federation, 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 specific in Step 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 form that shall provide for at least the following information:
 - 1. The Article, Section, and page number of that portion of this Agreement allegedly violated;
 - 2. The date of alleged violation;
 - 3. The relief requested;
 - 4. The Grievant's or Federation representative's signature;
 - 5. A synopsis of the specific 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, and 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 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 XIX
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 by staff and administration or the Board, but 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 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 request, a member of the unit shall have access to his 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.
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. 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 Federation seeks to have access, a duly authorized representative of the Federation shall have access to the official documents such as credentials, peer evaluations, or letters of recommendation. A request by a representative of the Federation 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 member of the unit may file a written response to an item included in his personnel records. Such response shall be included in the personnel records.
6. A member of the unit may request in writing to the Human Resources Department that materials be removed from his or 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 or 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.

7. 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 designee. Upon appropriate request, the Unit Member shall have access to his grievance records. Upon appropriate request, as defined in Section 4 of this Article, a duly authorized representative of the Federation shall have access to grievance records. Such access by the Unit Member or duly authorized representative will be granted by the end of the next working day after appropriate request is received.
8. The Human Resources Department may 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 office records, as a condition for employment, or release of compensation.
9. When a grievance is settled, should the grievant prevail, the grievance and all documents germane to the prevailing issue shall be removed from the employee's personnel file.
10. Personnel Documentation - Except as required by law, HCCC shall remove all disciplinary documentation from the personnel file of a Unit Member after five years.

ARTICLE XX SEPARATION OF EMPLOYMENT

1. Upon leaving the employ of the College, the non-faculty Unit Member will receive all monies 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 two (2) weeks written notice of his/her intent to leave the employ of the College.

ARTICLE XXI REDUCTION IN FORCE

1. In the event of a termination of a Federation member due to a fiscal crisis, a natural diminution in the number of students in a program or a reduction in programs, HCCC will adhere to the following time provisions: The Board of Trustees shall notify each Federation member who is to be laid off of such fact 120 days before the date of layoff for layoffs due to fiscal crisis, and 210 days before the date of layoff for layoffs due to a natural diminution in the number of students in a program or a reduction in programs.
2. Should a Federation member wish to appeal the above notification, he may or may not do so consistent with applicable case law.

**ARTICLE XXII
FEDERATION ACTIVITIES**

1. Federation members shall not conduct Federation business on College time or College premises unless specifically provided for in this Agreement.
2. The Federation will provide the College with a list of Officers no later than fifteen (15) days after the signing of this Agreement. The Federation will notify the College within twenty-four (24) hours 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 Federation conventions and conferences, provided that:
 - A. The total time off does not exceed ten (10) days in a year for all unit members;
 - 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 on an individual shall not exceed a maximum of five (5) days in a one year period, and three (3) days of paid leave for any single activity for any individual employee.
5. The Federation has designated the Federation President as the person from whom the request for Federation leave will originate.

**ARTICLE XXIII
MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

1. **Vacancies**

In the event of a vacancy in any existing or new position, a vacancy notification shall be posted internally for ten (10) days prior to off-campus publication of the vacancy. A copy of this vacancy notification shall be transmitted to the Federation President. In no event shall the provisions of this paragraph be construed to confer special consideration upon applications received as a result of the internal vacancy notification. All applications received as a result of the internal vacancy notification and the external publication shall be given equal consideration.

2. **Existing or New Positions**

- A. Where a unit member applies for an open position, the unit member shall be notified of the disposition of the application.

B. The College agrees to notify the Federation of all new hires, promotions, demotions, changes of title, and/or termination of all employees covered by the bargaining unit.

3. **Transfers**

A Unit Member who is transferred will be allowed an opportunity to meet with his supervisor to discuss the reasons for his transfer.

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. **Safety**

HCCC and the Staff Federation recognize the importance of safety provision for the welfare of the employees and for the protection of HCCC property and both parties recognize their mutual interest to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices. HCCC shall continue to make reasonable provision for the safety and health of the employees during the hours of their employment. HCCC, the Staff Federation, and the employees shall cooperate in maintaining safe working procedures throughout the College and exercise due care at all times. No employee shall be expected to perform work under conditions which are in violation of safety and health rules established by HCCC or any local, state or federal health and safety laws.

**ARTICLE XXIV
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 on specified radio stations or via telephone. The College will provide a list of radio stations to Unit Members.

**ARTICLE XXV
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 XXVI
FULLY BARGAINED PROVISIONS**

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

**ARTICLE XXVII
NEGOTIATION OF SUCCESSOR AGREEMENT**

1. The parties agree to enter into collective negotiations over a successor agreement no later than April 1, 2010, and in no instance earlier than January 1, 2010.
2. It is agreed by both parties to provide in a timely fashion information necessary to conduct and promote fruitful negotiations.
3. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations with respect to the collective bargaining agreement, they will suffer no loss in pay.
4. 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.
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 or both of the parties at the time they negotiated or executed this Agreement.
6. During negotiations, the College and the Federation shall exchange points of view and make proposals and counter-proposals. Each party shall promptly make available as soon

as practicable to the other upon request, information within its possession, which is not privileged under law, and which is relevant to the subject under discussion.

ARTICLE XXVIII 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 via U.S. prepared certified mail, return receipt requested, to the following:

As to the College:

- Dr. Glen Gabert
President
Hudson County Community College
70 Sip Avenue
Jersey City, New Jersey 07306
- John Shinnick
Vice President for Human Resources
& Communications
Contract Administrator
Hudson County Community College
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

As to the Federation:

- Patricia Murphy
New Jersey State Federation of Teachers
25 Journal Square
Jersey City, New Jersey 07306

IN WITNESS WHEREOF, the parties to the within Employment Agreement have, by their authorized representative, set their hands and seals this _____ day of _____, 2006.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
William J. Netchert.
Chairperson, Board of Trustees

By: _____
Glen E. Gabert, Jr., Ph.D.
President

Witness

**HUDSON COUNTY COMMUNITY COLLEGE
SUPPORT STAFF FEDERATION**

By: _____

Witness