

AGREEMENT

BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE

and

**HUDSON COUNTY COMMUNITY COLLEGE
ACADEMIC ADMINISTRATIVE ASSOCIATION**

July 1, 2005 to June 30, 2010

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AGREEMENT

This Agreement made this 21 day of July, 2005; between **HUDSON COUNTY COMMUNITY COLLEGE** (hereinafter referred to as the "College") and the **HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC ADMINISTRATIVE ASSOCIATION** (hereinafter referred to as the "Association").

WITNESSETH

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

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

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

ARTICLE I RECOGNITION

1. The Board of Trustees of Hudson County Community College recognizes the Hudson County Community College Academic Administrative Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all members of the bargaining unit presently employed and hereinafter employed by the Board, including:
 - A. Directors, Assistant Directors, Associate Directors, Associate Deans, Assistant Deans, Managers, Student Activities Coordinator, Assistant Vice President, Publications Coordinator, Superintendent of Plant Operations, Controller, Systems Administrator, Program Analyst, Microcomputer Analyst, Assistant to the Dean, Head Librarian, Admissions Officers, Admissions Recruiters, Financial Assistance Specialists, Continuing Education Assistants, Registrar, Manager of Purchasing Services, Budget Coordinator, Student Accounts Supervisor, and Counselors and Program Coordinators employed by the College, or any other position/title at the College where a Bachelor's degree or higher is required.
 - B. The following positions, classifications, and titles are, however, excluded: instructional staff, faculty, non-professional support staff, security, maintenance workers, confidential employees, and non-supervisory employees.

2. Any member of the bargaining unit who serves as a member of the President's cabinet will not be considered a member of the Unit for the duration of membership in said cabinet. This will not apply to members of the bargaining unit who are periodically invited as guests.
3. Any other full-time positions with comparable responsibilities to those positions described in Article IA above, created during the life of this contract, will be added to the bargaining unit contingent upon the mutual agreement between the Association, other bargaining units, and the College. Any dispute regarding same may be arbitrated by the Public Employment Relations Commission (PERC).

ARTICLE II DEFINITIONS

1. The life of this Agreement shall be for the five-year period 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 "Association" as used in this Agreement shall mean the Academic Administrative Association of Hudson County Community College, the recognized sole representative for the negotiation unit.
4. The term "College" as used in this Agreement shall mean Hudson County Community College, of Hudson County, State of New Jersey, or its duly designated agent(s).
5. The term "parties" when used in this Agreement shall mean the College and the Association in its capacity as exclusive representative of the employees in the bargaining unit.
6. The term "Unit Member" when used in this Agreement shall refer to any employees represented by the Association in the negotiating unit as defined above, and references to male employees shall include female employees.
7. The "Contract Administrator" shall be named by the College President to administer the provisions of this Contract on behalf of the College; and the Contract Administrator shall ordinarily be the principal point of contact in matters regarding the interpretation of the Contract on behalf of the College.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

1. Non Discrimination

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

2. Harassment

Harassment in any form is totally incompatible with the conditions of professionalism, trust and teamwork upon which HCCC depends for its success. HCCC therefore will not tolerate any form of harassment of one employee by another. Harassment is understood to include work environment issues as well.

In addition to the above, HCCC has as strong commitment to provide a work environment free from harassment which is expressly prohibited by law.

Any act or incident of harassment should promptly be brought to the attention of the Director of Human Resources, President of the Union, or the Chairman of the Association's Grievance Committee. An informal conference will be conducted among all parties involved to provide the individual alleging such harassment an opportunity to discuss such allegations of harassment.

3. Personal and Academic Freedom

A. 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.

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

C. The Unit Members who teach shall have freedom in the classroom to discuss controversial issues relating to the course, with the knowledge that he has an obligation to recognize his unusual influence on the opinions and values of the students with whom he works.

D. 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, the bargaining Unit Member presents an image to the public by which his profession and the College may be judged.

Therefore, he must at all times be accurate, show respect for the opinion of others, and must make clear that he is not a spokesperson for the institution.

4. **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.

5. **Compliance between Individual Contract and Master Agreement**

Any individual contract or job description between the Board and an individual Unit Member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.

**ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES**

1. The Association and its duly authorized campus representatives may use College equipment, including typewriters, word processors, and personal computers, 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 Association shall pay for the reasonable cost of all materials and supplies incidental to such use and damage to said equipment through use.
2. Any representative of the Association required to participate in negotiations, grievance proceedings, conferences or meetings during work hours shall suffer no loss of pay, however, when possible, such activities shall be conducted outside of regular work hours.
3. The Association may post material concerning Association activities on designated bulletin boards according to reasonable policies 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 Association and that the Association is solely responsible for its contents and all liability regarding such posting and publication thereof.
4. The Association's duly authorized campus representatives shall have the right to reasonable use of the College's internal mail distribution system for Association communications.

5. The Association shall have the right to purchase office supplies and other materials from the College suppliers at the price paid by the College, provided this practice is in compliance with applicable law.
6. The College agrees to deduct dues for the Association from the wages of an employee covered by this Agreement, pursuant to the existing statute, as amended, provided:
 - A. A current written assignment executed by the employee is submitted to the College. The Association shall be responsible for the execution and submission of the forms to the College.
 - B. The College will deduct the current uniform dues from the pay of the employee(s) commencing ninety (90) days after the date of hire.
 - C. This deduction will be made twice per month.
 - D. If, during the life of this Agreement, there is any change in the rate of membership dues, the Association shall notify the College at least sixty (60) days prior to the effective date of such change.
 - E. The College will provide the Association on a monthly 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 Association shall certify in writing, signed by the President of the Association and filed with the Contract Administrator, the gross amount of the dues for the ensuing year for a Unit Member; such gross amount being an annual sum in equal amount for each member of the Association.
 - 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 24 paychecks to be received by the member of the unit during the deduction period established by the College. Should an Association member require a refund, it shall be the responsibility of the employee to obtain the appropriate refund directly from the Association.
 - H. The Association agrees to hold the College harmless and indemnify the College from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of this deduction, including specifically, any claim by any member or members of the unit or anyone representing such member(s). The association shall have full responsibility for the funds so withheld and remitted to the Association or any member(s) of the unit concerning any use or expenditure thereof by the Association.

- I. If a member of the unit has no earnings due, or in the event an amount is due to the Unit Member for any pay period after all other required or authorized withholdings have been taken, said amount being less than the Association dues to be withheld for such period, no deduction for such pay period will be made by the College for such member. No catch-up withholdings will be made in subsequent pay periods.
 - J. Each Unit Member's payroll deduction authorization filed with the Contract Administrator as provided in Section 6A above shall remain in effect during the life of this Agreement unless revoked in writing by the Unit Member. The Unit Member may revoke this authorization providing written notice to the Contract Administrator. Once revoked, the member must pay a representation fee of 85 percent of the current annual dues.
7. 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 and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees; and
 - C. To establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board; and
 - D. To decide upon the means and methods of instruction and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and non-teaching

activities, and the terms and conditions of employment, except as set forth in this Agreement; and

- E. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibility, and assignments of faculty members.
- 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.
- 4. Nothing contained within this Article shall diminish, negate, or abrogate any article or provision of this Article.

**ARTICLE VI
WORK OR BUSINESS INTERRUPTION**

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

**ARTICLE VII
DISCIPLINE**

1. 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. 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's obtaining an official post office-stamped receipt.

2. **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 Association during such meetings.

3. **Procedure**

Progressive discipline procedure shall be used whenever possible.

4. **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 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.

5. **Notice to the Association**

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

**ARTICLE VIII
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 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 upon termination or retirement. However, those employees who have 10 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 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

Medical certification will only be required after either five consecutive days of absence or ten cumulative days of absence within a 90-day period. Medical certification shall not be required by a Unit Member's supervisor, but only by the Director of Human Resources to verify an illness or to ensure that the employee has sufficiently recovered to return to work. The College reserves the right to designate and seek the advice of a doctor of its own choosing to verify the same.

In the event that the College exercises this right, it shall pay for the designated consultation.

2. Personal Leave

Effective July 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.

3. **Bereavement Leave**

An Employee covered by this Agreement shall be granted paid time off up to five (5) working days for the death of a member of the immediate family or person domiciled in the residence of the Unit Member, for the purpose of attending the funeral. 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.

4. **Jury Duty**

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

5. **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

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.

6. 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 rate of 1.66 days per calendar month worked credited on the twenty-fifth (25) 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 vacations beyond the next fiscal year and may not accrue more than twenty-two (22) days without approval of the President or his designee.
- B. Vacation days may not be taken in segments of less than one-half days. The Human Resources Department will inform Unit Members of the accrued vacation balance prior to July 1st of each year.
- C. 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) days is given.

7. Leave of Absence Without Pay

- A. An approved extraordinary leave of absence without pay may be granted to a member of the Unit for a period not to exceed one (1) year. Request for such leave shall be made in writing to the appropriate Dean or Vice President who will make his recommendation to the President. If the leave is denied by either the appropriate Dean/Vice President or the President, the denial may be appealed to the Board at its next regularly scheduled meeting. The decision of the Board shall be final and not subject to the grievance and arbitration provision of this Agreement.
- B. In extenuating circumstances, a leave of absence in excess of one (1) year may be granted by the Board of Trustees upon the recommendation of the

President. The decision of the Board shall be binding and shall not be subject to review, grievance or arbitration.

- C. The terms and conditions of the leave shall be made in writing and signed by the Unit Member and the College President or his/her designee.
- D. During the period of such unpaid leave, all health benefits shall remain in effect to the extent permitted by the terms of the policy provided that the Unit Member pays the required premium.

8. Sabbatical

The Board will establish a sabbatical leave program to furnish members of the unit with an opportunity for professional development through study, research and/or other pursuits as may contribute to professional growth. A sabbatical leave may be recommended by the College President for approval by the Board of Trustees, subject to the following conditions:

- A. A Unit Member must have been in the full-time employment of the College for six (6) consecutive uninterrupted years.
- B. Application shall be made to the immediate supervisor who will forward the application and his recommendations to the President. The President will then make his recommendation to the Board of Trustees.
- C. A maximum of three (3) members of the Association may be on Sabbatical Leave in any one academic year.
- D. A Unit Member must wait at least six (6) consecutive years after taking leave before he is eligible for another sabbatical leave.
- E. Compensation during the leave shall be full salary for one (1) six-month period, half salary for twelve months or full salary for twelve months with the Unit Member working one-half (1/2) of his scheduled hours, subject to approval of the President.
- F. A Unit Member who has been employed by the College for ten (10) or more consecutive years may apply for terminal sabbatical at any time. Terminal sabbatical may be granted at one-half (1/2) pay for two (2) years. Application must be made to the appropriate Dean or Vice President, who will attach his recommendation and forward the application to the President. The President will append his recommendation to the application, which will then be presented to the Board of Trustees, and the decision of the Board shall be binding and not subject to arbitration. Employment of the Unit Member will be terminated at the end of said leave.

- G. Any Unit Member on paid sabbatical leave of absence shall retain all insurance and pension benefits without exception during the period of said leave to the extent allowable by the applicable law or terms of the controlling insurance policy.
- H. Acceptance of sabbatical leave obligates the recipient to return to the College for at least one (1) year, except as referenced in Item F above. Failure to do so shall obligate the employee to reimburse the College for salary and benefits paid during the leave.
- I. The College may establish a committee to assist in the evaluation of a sabbatical proposal. The terms of a sabbatical leave shall be set forth in writing and signed by the College and the Unit Member. Said writing shall stipulate what documentation shall be required of the employee to certify sabbatical leave activities.

9. Family and Medical Leave Provisions

Unit members who have been employed by the College for at least one year may apply for a twelve (12) week unpaid family leave of absence. Eligible employees are entitled to twelve (12) work weeks of unpaid job protection leave during any twelve (12) month period to attend to needs of immediate family members as defined under the Sick Leave section of this Article. The Unit Member may be required to provide advance leave notice and medical certification. Taking of leave may be denied if conditions are not met.

**ARTICLE IX
UNIT MEMBERS' RIGHTS AND PROTECTION
IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws of 1974, the Board of Trustees hereby agrees that every employee of the College shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted 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 any Unit Member the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of the State of New Jersey and the United States; that it shall not discriminate against any Unit Member with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates; participation in any activities of the Association and its affiliates' collective bargaining negotiations with the Board, or his institution of a grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**ARTICLE X
FACILITIES AND PARKING**

1. The College will provide office space for the Association and will allow the Association to have a telephone installed at a mutually agreeable location. The cost associated with installation and use of the telephone shall be borne solely by the Association, and shall be used for the transaction of all Association business.
2. The College will make every effort to provide appropriate parking space for Unit Members and, at its discretion, may charge for parking in order to recover costs of parking lot maintenance.

**ARTICLE XI
HOURS OF WORK**

1. **Normal Work Hours**
 - A. The work schedule for members of this unit consist of thirty-five (35) hours in a five (5) day period. Seven (7) hours per day, exclusive of a meal period, shall be considered the daily work hours. It is mutually agreed that operational needs of a particular office or department shall govern the starting and ending times of a schedule, subject to approval of the appropriate Vice President or Dean.
 - B. Administrators whose schedules are governed by class sessions shall have the right to flexible hours in regard to beginning and ending times for the daily work schedule; provided such scheduling does not hinder departmental or College operations.
 - C. Break periods shall be left to the discretion of the supervisor.
2. **Summer Hours**
 - A. The policy of summer work hours shall be at the sole discretion of the Board of Trustees upon the recommendation of the President. Hudson County Community College will make every effort to notify the Unit Members with respect to such policy each year as early as possible.

**ARTICLE XII
STAFF DEVELOPMENT**

1. Commitment to Staff Development

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

A Unit Member, who obtains his Bachelor degree, Master's degree, or PHD, will receive a one-time merit increase of \$2,000 added to his or her base salary, upon his or her completion of thirty (30) job-related educational credits, six (6) of which must be earned by him or her during the term of the Collective Bargaining Agreement (between July 1, 2005 and June 30, 2010). In addition, the Unit Member must still be employed by the College upon his or her completion of the 30th credit in order to receive the one-time \$2,000 merit increase. Credits alone are insufficient. The degree must be obtained in order to receive the one time merit increase.

A Unit Member who pursues a Doctoral degree is not restricted to credits that are job related. The Unit Member pursuing a Doctoral degree must still, however, complete thirty (30) credits, six (6) of which must be earned him or her during the term of the Collective Bargaining Agreement (between July 1, 2005 and June 30, 2010). In addition, the Unit Member must still be employed by the College upon his or her completion of the 30th credit in order to receive the one-time \$2,000 merit increase.

2. Conference and Travel

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

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

3. Tuition Remission

- A. Full-time employees may receive a refund of tuition, inclusive of fees, of a maximum of \$6,000 for courses taken during any fiscal year, subject to fund availability.
- B. Course(s) may be part of an accredited undergraduate or graduate degree program or selected course(s) in the employee's current related discipline or job-related areas.
- C. An applicant should 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.
- D. A request to be reimbursed must be submitted immediately upon completion of the course(s) together with the employee's proof of payment and a grade report. The applicant shall obtain a grade of "C" or better for reimbursement.

4. **Mileage Allowance**

- A. Unit Members required to use their personal vehicles for authorized College business shall be reimbursed at the prevailing IRS rate. Any request for reimbursement must be accompanied by either valid receipts or a log verifying the destination and mileage.
- B. 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 for reimbursement with appropriate receipts.

**ARTICLE XIII
ASSOCIATION ACTIVITIES**

- 1. Association members shall not conduct Association business on College time or College premises unless specifically provided for in this Agreement.
- 2. The Association will provide the College with a list of Officers no later than fifteen (15) days after the signing of this Agreement. The Association will notify the College within twenty-four (24) hours of any changes in the Officers.

**ARTICLE XIV
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. Hudson County Community 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 Hudson County Community College in any way as to future co-pay amounts implemented by the State benefits program and for which the Unit Member 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 dental benefits provided by the College to all Unit Members is increased to a maximum of \$1,500.00.
4. The existing short-term disability plan provided by the College to all Unit Members shall remain in effect during the life of this Agreement.
5. The College reserves the right to change, without negotiation, the manner in which or the service provider through which the aforementioned benefits are provided, as long as such benefits are equivalent to those now, or in the future, provided.

ARTICLE XV PHASED-OUT RETIREMENT

A Unit Member will be eligible for a retirement phase-out after 15 years of employment with the College. A Unit Member who participates in a phased-out retirement will work 60% of the hours normally worked by that Unit Member during the academic year immediately preceding initiation of his or her retirement. The duration of the phase-out is one year. Unit Members who, under the retirement phase-out, work at least 20 hours per week will continue to be eligible to participate in the health insurance plan provided by the College.

ARTICLE XVI SEPARATION OF EMPLOYMENT

Upon leaving the employ of the College, the Unit Member will receive all monies to which he is entitled. The final check will be issued upon receipt of any and all College property. An employee may resign, in good standing, from his position by providing the College with at least three (3) weeks written notice of his intent to leave the employ of the College.

**ARTICLE XVII
PROBATIONARY AND WORKING TEST PERIOD**

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

**ARTICLE 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 Association that it has been adversely affected by a violation or misinterpretation of the specific provisions of the Association Rights Article of this Collective Bargaining Agreement. Unit Members given three (3) days' suspension, three (3) times within a twelve (12) month period may go to binding arbitration.
- B. **Contractual Grievance** shall be defined as a dispute that may arise between the parties concerning the application, meaning, or interpretation of an express provision of this Agreement. Evaluation and non-reappointment are not grievable beyond the Board of Trustees.
- C. A **Working Day** is a day in which the administrative offices of the College are open for normal business.
- D. The **Immediate Supervisor** is the supervisor having immediate jurisdiction over the Grievant, or the administrator designated by the College to adjust the grievance.
- E. A **Grievant** is an individual member of the unit who is seeking redress of an alleged grievance, or the Association acting on behalf of an employee.

3. **Procedures**

A Unit Member may, at any time during the grievance procedure, be represented by an Association representative with respect to the Unit Member's grievance. The following Steps constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement. The parties agree to make every reasonable good faith effort to resolve grievances through Steps 1, 2 and 3 of the grievance procedure before proceeding to Steps 4 and beyond.

A. **Step 1:**

A Grievant may initiate his grievance in the following manners:

- a. by formal Grievance Complaint only; or
- b. by informal conference followed by formal Grievance Complaint if not resolved by informal conference; or
- c. by formal Grievance Complaint followed by informal conference.

In order to proceed to Step 2 under this procedure, a Grievant must at least file a formal Grievance Complaint, as set forth below.

1. **Grievance Complaint**

A Grievant must file a written Grievance, whether or not used in conjunction with the informal conference procedure set forth in Section 2, below, no later than twenty (20) working days following the occurrence of the grievable incident or when the Grievant would reasonably be expected to know of the occurrence of the grievable incident. This Grievance shall be written on College-prepared forms. The Grievance shall be filed with the Contract Administrator designated by the College. The Grievance shall be deemed filed when it is received by the Contract Administrator.

If the Grievant does not file a formal Grievance within twenty (20) working days following the occurrence of the grievable incident or when Grievant would reasonably be expected to know of the occurrence of the grievable incident, he will not, under any circumstances, be permitted to continue his grievance through the remaining Steps of this procedure.

2. **Informal Conference**

If the Grievant wishes to seek more informal means of resolution of his grievance, he may request an informal conference with his supervisor. A Grievant may request an informal conference even if a formal Grievance has been filed pursuant to Section 1 above. The conference must be held no more than fifteen (15) working days following the occurrence of the grievable incident or when the Grievant would reasonably be expected to know of the occurrence of the grievable incident. Nothing in this Section shall be construed as permitting the Grievant to file a formal Grievance Complaint later than twenty (20) working days following the occurrence of the grievable incident or when the Grievant would reasonably be expected to know of the occurrence of the grievable incident.

- a. If the Grievant is dissatisfied with the results of his conference with his supervisor and he has not yet filed a formal Grievance pursuant to Section 1 above he shall, within five (5) working days of the conference, so inform his immediate supervisor and file a written Grievance on College-prepared forms. The Grievance shall be filed with the Contract Administrator designated by the College. The Grievance shall be deemed filed when it is received by the Contract Administrator. Under no circumstances will the Grievant be permitted to file a formal Grievance Complaint after five (5) working days of the conference.
- b. If the Grievant is dissatisfied with the results of his conference with his supervisor and he has already filed a formal Grievance pursuant to Section 1 above he shall, within five (5) working days of the conference, so inform his immediate supervisor and transmit a written request to the appropriate Dean or Vice President for an interview pursuant to Step 2 below.
- c. If the Grievant is satisfied with the results of his conference with his supervisor and he has already filed a formal Grievance pursuant to Section 1 above, he shall immediately withdraw his formal Grievance.
- d. If the Grievant is satisfied with the results of his conference with his supervisor and he has not filed a formal Grievance pursuant to Section 1 above, he shall not be required to take any further action.

If the Unit Member is unable to schedule a conference with his supervisor within fifteen (15) working days following the occurrence of the grievable incident or when the Unit Member would reasonably be expected to know of the occurrence of the grievable incident, he shall file a formal Grievance pursuant to Section 1 above no later than twenty (20) working days following the occurrence of the grievable incident or when the Grievant

would reasonably be expected to know of the occurrence of the grievable incident.

The filing with the Contract Administrator of the formal Grievance shall constitute fulfillment of Step 1 and shall constitute a request for Step 2.

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 designee. Such interview shall be held within eight (8) working days of the filing of the Grievance complaint form. If the Grievant has been contacted for the scheduling of such interview but he has requested or plans to request an informal conference pursuant to Section A2 above, the Grievant shall so notify the appropriate Dean or Vice President, at which time the interview will be held, if at all, within eight (8) working days of the filing of the written request for an interview pursuant to Section 2b above. In no event shall the interview be held more than twenty-eight (28) working days following the occurrence of the grievable incident or when the Grievant would reasonably be expected to know of the occurrence of the grievable incident.

Within eight (8) days of the interview the Dean or Vice President shall inform the Grievant, in writing, of his findings. Specifically, the Dean or Vice President shall inform the Grievant of his finding either that the Grievance is unfounded or unwarranted, or that the Grievance is justified. If the Dean or Vice President finds the Grievance to be justified he shall also inform the Grievant of the appropriate steps, if any, that the Grievant should follow in order to resolve his grievance.

C. Step 3: The Grievant may appeal the decision of the Dean or Vice President to President if the Grievant determines that the grievance has not been appropriate resolved. The appeal must be made in writing within ten (10) working days of 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. Prior to making such written response, the Grievant, the President, the Director of Human Resources, and a Union representative shall meet to discuss the grievance.

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 Association and only the Association, may submit the matter to binding arbitration in accordance with the procedures of the Public Employment Relations Commission (PERC) on the conditions set forth in Section 4, below.

4. **Arbitration**

- A. The grievance must be a Contractual Grievance as defined in Section 1 of this Article.
- B. The request for arbitration shall be filed by the President of the Association or his designee.
- C. The request for arbitration must be filed with the appropriate State agency no later than ten (10) working days after receipt of the response of the Board of Trustees pursuant to Section 3(D) (Step 4), above.

5. **Miscellaneous Provisions**

- A. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration is final.
- B. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties. Lost cancellation fees shall be the sole responsibility of the party requesting the postponement.
- C. 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.
- D. 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.

- E.** The presence of a duly authorized representative of the Association, as specifically authorized by the grieving bargaining Unit Member, shall be permitted at all formal steps of the grievance process outlined in this Article.
- F.** Failure by the Grievant to process a grievance shall constitute determination of the grievance at the last step to which the grievance was taken.
- G.** 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.
- H.** 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.
- I.** 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 signature;
 - 5. A synopsis of the specific facts giving rise to the grievance.
- J.** All formal communications, notices, and papers related to this grievance procedure shall be in writing and served in person or by United States mail, Certified, Return Receipt Requested.
- K.** 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).
- L.** Nothing in this grievance procedure shall preclude the Grievant from pursuing available legal redress to review the merits of the grievance after exhaustion of the grievance procedure described herein. If however, the Grievant chooses to pursue legal remedies during the grievance process, the grievance shall be terminated, and it shall be deemed that the employee shall have waived his right of grievance.
- M.** Consistent with case law, the Association can request from the College information that will enable the Association to process a grievance.

**ARTICLE XIX
OUTSIDE EMPLOYMENT**

Full-time employees of the College must consider the College their primary employer. As such, they must be available and able to perform all of the required duties of the position as outlined in the existing job description. Outside employment must not interfere with an employee's work hours and/or job performance.

**ARTICLE XX
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 4 and any appeals made by the Unit Member against such actions must be made to the appropriate Deans/Vice Presidents under Section 5 and 6 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. 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.
5. A member of the unit may request the Human Resources Department to include relevant materials in his official records. In the event the request to include materials is refused, the refusal is appealable directly to the appropriate Dean or Vice President, the decision of whom shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 4 above.
6. A member of the unit may request in writing to the Human Resources Department that materials be removed from his 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 decision shall be final. Written notification from the appropriate Dean or Vice President to the employee shall be included in the official records, and his decision shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 4 above.

7. Grievance records shall be filed in the official personnel records and shall be treated as confidential. 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. Such access by the Unit Member 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.

The parties will establish an independent committee for the purpose of establishing procedures to assist in accomplishing the objectives set forth in this paragraph.

9. Materials placed in a Unit Member's official records shall not be removed without the knowledge of the member for two (2) years after placement.
10. Except as required by law, Hudson County Community College shall remove disciplinary documentation from the personnel file of a Unit Member after five (5) years.

ARTICLE XXI 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 XXII
MULTI-YEAR CONTRACTS**

A committee will be formed to review the feasibility of multi-year contracts. Said committee shall be comprised of members of the Association and individuals appointed by the College.

**ARTICLE XXIII
COMPENSATION**

1. Salaries.

The College will give Unit Members a 4.25 percentage increase for year one of the CBA. The increase will be retroactive to July 1, 2005 only for those Unit Members who were employed by the College as of July 1, 2005.

The College will give Unit Members a 4.25 percentage increase for year two of this Agreement.

The College will give Unit Members a 4.25 percentage increase for year three of this Agreement.

The College will give Unit Members a 4.25 percentage increase for year four of this Agreement.

The College will give Unit Members a 4.25 percentage increase for year five of this Agreement.

2. Longevity

A. Longevity increment to 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	-	\$1,000.00

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

3. **Equity Adjustment.**

A regular employee who has been in the bargaining unit since July 1, 1997 shall receive a one-time 1.0 percent equity increase added to the current base salary retroactive to July 1, 2001.

4. **Salary Range Review Task Force.**

The College and the 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 October 31, 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.

5. **Reclassification**

A. If a Unit Member's duties and responsibilities change significantly so that he 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 Association.

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 with a revised job description. The Association may, at its sole discretion, pursue job reclassification decisions with the Personnel Committee of the Board of Trustees whose decision in the matter shall be final and binding, and not subject to arbitration.

**ARTICLE XXIV
MERIT RECOGNITION**

1. The College President will have a fund available from which to recognize employees for meritorious service. Such recognition, the basis therefore and the amount thereof shall be at the sole discretion of the President upon the approval

of the Board of Trustees. Neither the amount of the merit recognition nor non-recognition is subject to the Grievance or Arbitration provisions of this Agreement.

2. A task force will be formed to develop written criteria for eligibility during the first year of this contract.

ARTICLE XXV PART-TIME EMPLOYMENT

Unit Members shall have the second right of refusal (first right to be given to HCCC faculty) for three (3) additional contact hours of overload for teaching and three (3) contact hours of overload for counseling positions per semester including summer positions in their area/division. Compensation shall be at the prevailing overload rate.

ARTICLE XXVI HOLIDAYS

1. Unit Members shall have the following holidays:
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - One Week between Christmas & New Year's Day
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - President's Weekend (2 days)
 - Good Friday
 - 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. Whenever the work schedule is such that an employee is required to work on an approved holiday, the employee will be granted a substitute day off at a later date mutually convenient to the employee and the supervisor.
4. An employee on unpaid leave of absence shall not be entitled to pay for a holiday during such leave.
5. The College will attempt to give a minimum of three (3) days notice whenever possible when a member of this unit is required to work on a scheduled holiday.

The Association recognizes that an emergency situation could arise requiring less than three (3) days' notice.

6. Unit Members shall receive as a day off work either the day before or day after a holiday when the holiday falls on a weekend.

ARTICLE XXVII REDUCTION IN FORCE

1. Termination of Unit Members

In the event of a termination of a Unit Member due to a fiscal crisis, a natural diminution in the number of students in a program or a reduction in programs, the College will adhere to the time provisions as previously set forth in the New Jersey Administrative Code, Title 9A, Chapter 7, Subchapter 2, Section 7, as outlined below.

The Board of Trustees shall notify each Unit 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. Outplacement Services

At its discretion, the College may elect to provide outplacement services to a Unit Member who is terminated as a result of a fiscal crisis, a natural diminution in the number of students in a program, or a reduction in programs. The assistance will be limited to that which is reasonable as determined by the College. A decision by the College to refrain from outplacement assistance is not subject to the Grievance or Arbitration provisions of this Agreement.

3. Buy-Out

During the term of this Agreement, there shall be a one-time buyout with respect to Unit Members employed by HCCC for a certain period of consecutive years. The terms of such a buyout shall be established by HCCC in its discretion in consultation with the Union and shall not serve in any way as a precedent requiring further buyouts.

ARTICLE XXVIII TERMINATION OF UNIT MEMBERS WHOSE POSITIONS ARE GRANT FUNDED

All Unit Members whose employment will be terminated by virtue of a discontinuation of the Grant by which his or her position was funded will be notified by the Board of

Trustees of the employment loss and a reorganization of the department, if any, as soon as is practicable following the Board becoming aware of the discontinuation of funding. The Association will also be notified by the Board of the employment loss and a reorganization of the department, if any, as soon as is practicable following the Board becoming aware of the discontinuation of funding.

ARTICLE XXIX 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.

2. Publication of Agreement

The cost of publication of this Agreement shall be borne equally by the College and Association.

3. College Policies

The College agrees that any policy developed for unlawful workplace harassment, nepotism, or a code of ethics will be attached to this Agreement as an Appendix. The Association acknowledges and agrees that the policies shall not be grievable or subject to arbitration under Article XVIII (Grievance Procedure) of this Agreement.

4. Action Titles

No bargaining unit member may function in an acting title capacity unless it is approved by the Board of Trustees. In the event of an emergency, if a bargaining unit member is required to assume an acting title, the College will seek approval from the Board of Trustees within a reasonable period of time.

**ARTICLE XXX
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 XXXI
NO WAIVER**

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

**ARTICLE XXXII
NEGOTIATION OF SUCCESSOR AGREEMENT**

1. It is agreed by both parties to provide in a timely fashion information necessary to conduct and promote fruitful negotiations.
2. The parties agree enter into collective negotiations over a successor agreement no later than April 1, 2010, and in no instance earlier than January 1, 2010.
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. The College agrees not to negotiate concerning said unit employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
5. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

**ARTICLE XXXIII
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 and Communications
Contract Administrator
Hudson County Community College
26 Journal Square
Jersey City, New Jersey 07306

As to the Association:

- **Estelle Greenberg**
President
Academic Administrative Association
70 Sip Avenue
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
ACADEMIC ADMINISTRATIVE ASSOCIATION**

By: _____
Estelle Greenberg
President

Witness