MEMORANDUM OF AGREEMENT

The HUDSON COUNTY COMMUNITY COLLEGE ("HCCC") and the HUDSON COUNTY COMMUNITY COLLEGE ADJUNCT FACULTY FEDERATION ("Federation") hereby enter into this Memorandum of Agreement ("Agreement") with respect to the modifications, amendments and additions to the collective bargaining agreement between HCCC and the Federation, September 1, 2009 to August 31, 2012 ("CBA"). All terms and conditions contained in the CBA shall remain unchanged, except as modified as follows:

1. **Duration:**
   
   September 1, 2012 to August 31, 2017.

2. **Wages:**
   
   Article VIII, Compensation - shall be modified to reflect the following per credit for a unit member rates based upon the respective teaching semesters:

   **Effective September 1, 2012:**
   
   612/per credit for a unit member teaching 1-4 semesters;
   622/per credit for a unit member teaching 5-8 semesters;
   632/per credit for a unit member teaching 9-12 semesters;
   643/per credit for a unit member teaching 13 or more semesters;
   653/per credit for a unit member teaching 20 or more semesters.

   **Effective September 1, 2013:**
   
   624/per credit for a unit member teaching 1-4 semesters;
   635/per credit for a unit member teaching 5-8 semesters;
   645/per credit for a unit member teaching 9-12 semesters;
   655/per credit for a unit member teaching 13 or more semesters;
   666/per credit for a unit member teaching 20 or more semesters.
Effective September 1, 2014:

- 637/per credit for a unit member teaching 1-4 semesters;
- 647/per credit for a unit member teaching 5-8 semesters;
- 658/per credit for a unit member teaching 9-12 semesters;
- 669/per credit for a unit member teaching 13 or more semesters;
- 679/per credit for a unit member teaching 20 or more semesters.

Effective September 1, 2015:

- 649/per credit for a unit member teaching 1-4 semesters;
- 660/per credit for a unit member teaching 5-8 semesters;
- 671/per credit for a unit member teaching 9-12 semesters;
- 682/per credit for a unit member teaching 13 or more semesters;
- 693/per credit for a unit member teaching 20 or more semesters.

Effective September 1, 2016:

- 676/per credit for a unit member teaching 1-4 semesters;
- 687/per credit for a unit member teaching 5-8 semesters;
- 698/per credit for a unit member teaching 9-12 semesters;
- 709/per credit for a unit member teaching 13 or more semesters;
- 721/per credit for a unit member teaching 20 or more semesters.

Only those eligible unit members covered under the recognition clause of the CBA employed prior to September 1, 2016 and still employed with HCCC as of the signing of this Agreement will receive per credit compensation increases retroactive only to September 1, 2016.

Faculty Development Plan (“FDP”): HCCC’s FDP attached as Exhibit B to the CBA will be modified as follows:

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

- HCCC will develop and begin offering courses for a Tier II FDP beginning during spring 2017. Those unit members who successfully complete the Tier II FDP will be eligible to receive a supplemental increase of $30 in their per credit compensation in the semester following completion of the program.
3. **New Article – Sick leave:**

Add new article to provide:

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

4. **New Article – Bereavement leave:**

Add new article to provide:

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

5. **New Article – Notification:**

Add new article to provide:

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

6. **New Article – Unit Member Information:**

Add new article to provide:

- Only the unit President will be given access to an e-mail distribution list of Adjunct Faculty members. The list is to be used only for union business. HCCC will maintain the list in the general course of regular business with no special timetable for updating the list.

- HCCC will provide the unit President with a list of adjuncts with personal contact information after the first adjunct pay cycle. Due to regulations regarding the electronic transfer or personally identifiable information (PII), the list will be provided as a paper document or may be saved on the unit President’s flash drive.
7. Review CBA to confirm that “Federation” has replaced the word “Chapter.” Also, reference the union as Chapter of the United Adjunct Faculty, Local 2222.

Miscellaneous:

(a) This Memorandum of Agreement contains the entire agreement of the parties.

(b) This Memorandum of Agreement is subject to ratification by the Board of Trustees of the Hudson County Community College and by the membership of the Hudson County Community College Adjunct Faculty Federation. The undersigned represent that they are authorized to enter into this Memorandum of Agreement on behalf of their respective principals.

(c) HCCC shall prepare a collective bargaining agreement incorporating this Memorandum of Agreement.

(d) The parties agree to recommend that their respective principals ratify this Memorandum of Agreement.