

THIS DOES NOT  
CIRCULATE

ATLANTIC COMMUNITY COLLEGE  
ORGANIZATION  
OF  
SUPERVISORY AND ADMINISTRATIVE PERSONNEL  
  
1977-1980

LIBRARY  
Institute of Management and  
Labor  
JUL 12 1979  
RUTGERS UNIVERSITY



TABLE OF CONTENTS

	<u>Page Number</u>
<u>ARTICLE I</u> RECOGNITION	1
<u>ARTICLE II</u> RIGHTS	
A. Right to Organize	1
B. Rights of ACCOSAP Members	2
C. Use of College Facilities	2
D. Non-Discrimination	3
E. Grant Funding	3
F. Personnel Files	3
G. Position Vacancies	4
<u>ARTICLE III</u> NEGOTIATION OF SUCCESSOR AGREEMENT	
A. Deadline Date	4
<u>ARTICLE IV</u> CONDITIONS OF EMPLOYMENT	
A. Administrative Personnel	5
B. Outside Employment	5
C. Committee Membership	5
D. Academic Calendar	5
E. Travel	5
<u>ARTICLE V</u> ACCOSAP BENEFITS	
A. Advance Study	6
B. Service in Professional Organizations	6
C. Sabbatical Leave	7
D. Maternity	8
E. Admission to Courses	9
F. Graduate Study Compensation	9
G. Paid Leave of Absence	10
H. Bereavement Leave	11
I. Paid Holidays	12
<u>ARTICLE VI</u> GRIEVANCE PROCEDURE	
A. Definition of a Grievance	12
B. Procedure	12
C. Rights of Representation	16
<u>ARTICLE VII</u> CONTRACTS	
A. Contracts	16
B. Reclassification	17
<u>ARTICLE VIII</u> MISCELLANEOUS	
A. Medical Examination	17
B. Copies of Agreement	18
C. Separability	18
D. Ratification	18
E. Savings Clause	18
F. Management Rights	19
G. Health Insurance	20
<u>ARTICLE IX</u> DURATION OF AGREEMENT	20
Appendix I (Compensation)	21



7/1/77 - 6/30/80

AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE  
OPERATING UNDER PROVISION OF PUBLIC LAW 1975, CHAPTER 123  
OF THE STATE OF NEW JERSEY, AND  
ATLANTIC COMMUNITY COLLEGE ORGANIZATION OF  
SUPERVISORY AND ADMINISTRATIVE PERSONNEL

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This Agreement entered into this 1st day of July, 1977, by and between the Board of Trustees of Atlantic Community College, hereinafter called the Board, and the Atlantic Community College Organization of Supervisory and Administrative Personnel hereinafter called ACCOSAP.

ARTICLE I  
RECOGNITION

A. The Board hereby recognizes ACCOSAP as the exclusive representative for campus level negotiations as defined in New Jersey Public Laws of 1975, Chapter 123, for all full-time Professional Supervisory and Administrative Personnel:

<u>DIRECTOR I</u>	<u>DIRECTOR II</u>	<u>DIRECTOR III</u>	<u>DIRECTOR IV</u>	<u>DIRECTOR V</u>
Counseling	Admissions	Placement	Student	Ass't Admissions
EOF Program	Registrar	Hispanic Studies	Activities	Ass't Registrar
Librarian	Data Processing	Day Care Center	Upward Bound	Head Teacher (CCC)
	Student Fin Aid	Title III	Health Services	Ass't Dev. Studies
	Educational	Ass't LRC	Senior Adults	Ass't Cooperative Ed
	Centers	Testing	Spec Services	Ass't Data Processing
			Cooperative Ed	
			Veterans Affairs	
			Ass't EOF	
			Purchasing	
			Publications	
			Coordinator	

ARTICLE II  
RIGHTS

A. Right to Organize

Pursuant to Public Laws of 1975, Chapter 123 of the State of New Jersey, the Board hereby agrees that all Supervisory and Administrative members shall have the right to freely organize, join, and support the Organization for the purpose of engaging in collective negotiation over grievances, terms and conditions

of employment activities for mutual aid and protection.

B. Rights of ACCOSAP Members

1. The Board agrees to extend all ACCOSAP members the rights and privileges in the areas of academic freedom, bookstore discount, personnel files, professional position vacancies, and notice and issue date of employment contracts.
2. Nothing contained herein shall be construed to deny or restrict, to any ACCOSAP member, rights he/she may have under the General School Laws of the State of New Jersey or other applicable laws and regulations, including those of the State Department of Higher Education. The rights granted the member hereunder shall be deemed to be in addition to those provided elsewhere.
3. ACCOSAP members shall be entitled to full rights of citizenship and no religious or political activities of any member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such member. The private and personal life of any member is not ordinarily within the appropriate concern or attention of the Board.

C. Use of College Facilities

1. ACCOSAP and its representatives shall have the right to use the College facilities for meetings only when said use does not interfere with the normal operation of the College.
2. Duly authorized representatives of ACCOSAP shall be permitted to transact official business on College property, provided that such activity does not interfere with the normal operation of the College or the performance of their regular duties.

3. ACCOSAP shall have the right to use College facilities and equipment, when such equipment is not otherwise in use. Payment shall be made for any expendable supplies used for ACCOSAP purposes and ACCOSAP shall be liable for damages to any equipment used for said purposes.
4. ACCOSAP shall have the right to post notices of its activities and matters of ACCOSAP concern on College bulletin boards. ACCOSAP may use the College internal mail service and faculty mail boxes for communication, including faculty-wide distribution.

D. Non-Discrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and is without regard to race, creed, religion, color, national origin, age, sex, or marital status.

E. Grant Funding

Notwithstanding anything to the contrary contained and provided herein, it is understood and agreed by and between the College and ACCOSAP that positions established on the basis of grant funding will be contracted solely upon the receipt of said funds. The College will make every effort to notify ACCOSAP members as soon as possible if grant funding, i. e. soft money, is not to be renewed or is cut off.

F. Personnel Files

Upon reasonable notice, members have the right to review their personnel files and the right to have ACCOSAP representation during the review. The review shall be conducted in the presence of the Director of Personnel Services. Pre-employment

information including reference inquiries and search committee evaluative material shall be removed from the file prior to the review.

G. Position Vacancies

1. ACCOSAP shall be alerted to any professional vacancy or newly created position including administrative, teaching, or academic support positions. Such notice shall include duties and a statement of required qualifications and at least one copy shall be sent to the ACCOSAP president.
2. All present ACCOSAP members who apply for any professional position shall be notified of the disposition of their application. The College shall make every attempt to notify members prior to the publication of the name of the successful applicant.
3. Notice of such dispositions shall be sent to the ACCOSAP president.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations between the parties shall commence at least one hundred and twenty (120) days prior to the budget submission date. Any agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, ratified and signed by the Board and the Association, and be adopted by the Board.



ARTICLE IV  
CONDITIONS OF EMPLOYMENT

A. Administrative Personnel (Twelve Months)

1. Office Hours

- a. The maintenance of hours for any office shall be normally considered forty (40) hours a week.
- b. Acknowledging the demands of properly operating an administrative office, it is nevertheless the discretion of the individual, with the approval of his immediate supervisor, which shall dictate the appropriateness of compensatory time for time spent outside the actual College office.

B. Outside Employment

No full-time ACCOSAP member shall hold other full-time employment during the term of his contract year. ACCOSAP members shall report any other employment to the Dean of the College.

C. Committee Membership

A member may be expected to serve on one major standing or ad hoc college-wide committee, no member shall be required to advise, counsel, or coach any major college or student activity.

D. Academic Calendar

1. ACCOSAP shall have the privilege of inquiring into and recommending the establishment of or any changes in the Academic Calendar.

E. Travel

1. Travel is authorized by the appropriate Dean and the coordination of its operation and function shall be

accomplished by the traveler and the Dean of Administration. Specific provisions are stated in the current policy governing TRAVEL.

2. A travel allowance of fifteen cents (15¢) per mile will be paid for excess travel to their assignment. In the event that this benefit is exceeded in reimbursable mileage by any other bargaining unit of the College, it shall also immediately be incurred by ACCOSAP.

ARTICLE V  
ACCOSAP BENEFITS

A. Advance Study

A leave of absence of up to one (1) year may be granted by the Board of Trustees to any member upon application for the purpose of advanced study and/or research if in the opinion of the Board such study shall benefit the College as well as the individual. The Board may extend such leave beyond the one year limit. Upon return from such leave, members shall be placed at the same position at the salary level in which he/she would have been had he/she been at the College during such period.

B. Service in Professional Organizations

A leave of absence of up to one (1) year may be granted to any ACCOSAP member by the Board of Trustees upon application for the purpose of serving as an officer of any professional association or on its staff if in the opinion of the Board such services shall benefit the College as well as the individual. The Board may extend such leave beyond the one year limit. Upon return from

such leave, such members shall be placed at the same position at the salary level in which member would have been had he/she been at the College during such period.

C. Sabbatical Leave

1. Six Year Residency

All ACCOSAP members who have completed six (6) years of service at the College during such period.

2. Appropriate Activities

The following activities are regarded as appropriate for the granting of sabbatical:

(a) Full-time attendance at graduate school.

(b) Any full-time research or writing.

(c) Any travel which may be deemed beneficial to the College and/or to the professional development of the ACCOSAP.

(d) Any other appropriate activities, at the discretion of the Sabbatical Leave Committee.

3. Salary

ACCOSAP member on sabbatical leave shall receive full salary for one-half year or one-half salary for a full academic year at his/her option.

4. Return for One Year

Any ACCOSAP member receiving sabbatical leave must return to the College after that leave for a period of one year.

5. Position on Return

Upon return from sabbatical leave, the ACCOSAP member

shall be placed at the same position on the salary scale on which he/she would have been placed had he/she been employed at the College during such period.

5. Application Procedure

Application for sabbatical leave in any academic year shall be filed with the Sabbatical Leave Committee not later than November 1st of the preceding academic year. Individuals applying for a sabbatical leave will present to the Committee in their own behalf a plan of professional development, recognizing such factors as the following:

- (a) Improvement of service as a professional employee.
- (b) Contribution to the development of the total College program.

6. Sabbatical Leave Committee

The Sabbatical Leave Committee is composed of the Dean of the College acting as chairperson; a departmental chairperson to be selected by the President of the College; a faculty member at large to be selected by the President of the College; two faculty members selected by the President of the Association; two members of ACCOSAP, selected by the President of ACCOSAP.

D. Maternity Leave

An administrative employee covered by this Agreement requesting unpaid maternity leave shall:

- 1. Make application in writing to the appropriate

dean (or his/her designee) within two (2) weeks of confirmation of such pregnancy by her attending physician.

2. Notify the administration in writing sixty (60) days prior to the date of commencement of such leave.
3. Supply the administration with certification from the administrative member's physician of the administrator's ability to continue to satisfactorily perform her duties.
4. Advise the administration at least sixty (60) days prior to the start of a semester (non-teaching personnel need only supply the sixty(60) day notice.)
5. Supply the administration with a physician's certificate attesting to the administrator's ability to satisfactorily return and perform her duties.
6. A non-tenured administrator shall not receive maternity leave beyond June 30, nor shall reappointment be denied on the basis of pregnancy alone. If the employee is granted reappointment, the above maternity leave shall continue to its termination.

E. Admission to Courses

Active ACCOSAP members, and retired personnel from this Unit and their dependents, including husband, wife, and children, are to be granted tuition-free entrance for credit or audit to any courses offered by the College.

F. Graduate Study Compensation

ACCOSAP members who take graduate study may apply to the

Sabbatical Leave Committee for compensation towards tuition reimbursement at a maximum of \$300 per semester. It is also agreed that the President of ACCOSAP shall appoint two (2) members to serve on this committee.

G. Paid Leave of Absence

1. Administrative members (12 month employees) shall earn two (2) paid vacation days per month of service. Unused vacation days may accumulate to a total of forty-eight (48) days retroactive to date of initial employment. At the termination of employment members shall be paid on a per diem basis for unused vacation days.
2. All ACCOSAP members shall accumulate one (1) day sick leave per month as per individual contract.
3. Effective July 1 of each contract year, the Board will establish a salary continuation pool at the rate of five (5) days for each twelve (12) month ACCOSAP member. Charges against the pool shall be made after July 1, 1977, for any day's absence due to accident or illness of an ACCOSAP member whose employ provides credit to the pool and who has depleted all his/her personally accumulated sick leave days.
4. As long as an unused balance remains in the pool, no ACCOSAP member shall suffer loss of pay due to absence for illness or accident, not to exceed thirty (30) personally charged days against the pool.
5. The Board will maintain records of days accumulated

and used by individual ACCOSAP members, itemizing all credits and charges, so that an ACCOSAP member can claim for credit all of his/her unused days in the event of any of the following:

- a. A statute is enacted that would allow an individual to use personal accumulated sick leave for compensation upon retirement.
  - b. He/she should no longer be recognized a member of ACCOSAP but still employed by the Board.
  - c. This program should no longer be sustained by subsequent agreements.
6. No claim for pool credits shall be made by any ACCOSAP member whose absence is due to a workmen's compensation injury or illness as prescribed by law nor who is eligible for long-term disability compensation as provided by the applicable retirement program of which he/she is a qualified member.

H. Bereavement Leave

Up to two (2) days leave of absence at any one time upon the death of an ACCOSAP member's spouse, child, step-child or ward, parent, step-parent, foster parent, grandparent, parents or grandparents of spouse, or any other member of the family unit living in the same household, no matter what degree the relationship. Whenever possible, a forty-eight (48) hour written notice to the appropriate supervisor should be given by the ACCOSAP member planning to take a leave.

I. Paid Holidays

All members shall be entitled to the following paid holidays. If the College is open on any of these holidays, compensatory days shall be scheduled.

Should any holiday fall on Saturday or Sunday, a compensatory day(s) shall be scheduled.

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	President's Day
General Election Day	Good Friday
Thanksgiving Day	Memorial Day

ARTICLE VI  
GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is a claim or complaint by one or more members of the bargaining unit or by the Organization, hereinafter collectively referred to as a "grievant", based upon an alleged violation, misrepresentation or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board of Trustees, the President of the College, or the Board of Higher Education.

B. Procedure

In the event a grievant invokes this Grievance Procedure, the grievant shall:

1. Reduce the grievance to writing in letter form and said letter shall be mailed or delivered to the appropriate Dean, the President of the College, and the Secretary of the Board of Trustees. The letter



shall simply state the nature of the grievance and the remedy requested. Said letter shall be dated and signed by the grievant.

2. Within seven (7) working days from the receipt of said writing, the appropriate Dean shall meet with the grievant and shall discuss the facts and circumstances of the grievance, in an effort to resolve the grievance. The appropriate Dean shall indicate his disposition of the grievance, in writing, within seven (7) working days of the last meeting with the grievant. A copy of said writing shall be mailed or delivered to the grievant, the President of the College and the Secretary of the Board of Trustees.
3. If the grievant is not satisfied with the disposition of the grievance by the appropriate Dean, he may appeal to the President within seven (7) working days from the receipt of written disposition of the grievance by the appropriate Dean, by notifying the President of said appeal in writing and forwarding copies of said written appeal to the appropriate Dean, the President of the College and the Secretary of the Board of Trustees.
4. The President of the College shall, within seven (7) working days from the receipt of said written appeal, meet with the grievant and shall discuss the facts and circumstances of the grievance with said grievant in an

effort to resolve the matter. The President shall indicate his disposition of the grievance in writing, within seven (7) working days of the last meeting with the grievant. A copy of said writing shall be mailed or delivered to those persons to whom the written grievance was mailed or delivered. The President may designate a representative to process and determine the grievance, and the disposition of the grievance by the President shall be final.

5. If the grievant is not satisfied with the disposition of the grievance by the President, the grievance may be submitted by the grievant to arbitration before an impartial arbitrator within thirty (30) days. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedures of the Public Employees Relations Commission whose rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree that the arbitration shall be binding for grievances based upon the terms of the Agreement and shall be advisory for all other grievances.
6. The fees and expenses of the arbitrator shall be shared equally by the College and the grievant.

7. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process particularly towards the end of the academic year. However, the time limits can be extended by mutual consent.
8. All documents, communications and records dealing with a grievance shall not become part of the permanent personnel files of the participants.
9. It is agreed that the grievant and ACCOSAP shall be furnished with relevant information in the possession of the Board of Trustees for the processing of any grievance.
10. A grievance must be filed within thirty (30) days from the date on which the act which is the subject matter of the grievance occurred or thirty (30) days from the date on which grievant should reasonably have known of its occurrence.
11. Nothing herein contained shall be construed to limit, deny or restrict, the rights, or remedies, administrative or judicial, to which any grievant may be entitled under law.
12. At any time during the processing of a grievance, the President of the College may intervene, and discuss and determine the grievance, without the necessity of the appeals.
13. A failure on the part of the appropriate Dean or President of the College, to make a written determination of the grievance, within the time allowed, shall constitute a denial of the grievance.

The time limits within the Grievance Procedure may be extended by mutual agreement of the parties in general.

14. No reprisals of any kind shall be taken by the Board or the Organization or by any member of the administration or by any member of the ACCOSAP against any party in interest, any representative, any member of the Organization, any member of the administration, any member of the Board of Trustees or any other participant in the Grievance Procedure by reason of such participation.
15. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties of interest and their designated or selected representatives heretofore referred to in this article.

C. Rights of Representation

In the event that a member of ACCOSAP is the subject of a grievance by another member or a member of the Faculty Association, the member shall have the right to be represented by a three (3) member committee to be assigned by the President of ACCOSAP.

ARTICLE VII  
CONTRACTS

A. Contracts

1. Annual contracts or letters of intent shall be issued by March 15. When the Board does not intend to reappoint an ACCOSAP member to teaching-faculty

status, notice of non-appointment shall be given in writing not later than March 1 of the first year of employment, February 1 of the second year of employment, and, if applicable, not later than January 15 of the third and fourth years of employment. In the case of Presidential Non-Recommendation for tenure, the President will so inform the ACCOSAP member by December 15. Contracts are to be signed by each ACCOSAP member and returned to the Board not later than March 30.

2. If a member resigns or is not to be reappointed to his/her chairperson position, a forty-five (45) day notice must be given prior to the beginning of a new semester.
3. Contracts may be terminated at any time by mutual agreement between the ACCOSAP member concerned and the Board.
4. There shall be no major changes in the member's responsibilities or duties without prior consultation with the member.

B. Reclassification

Should an ACCOSAP member's job description be changed or expanded the member may apply for reclassification of upgrading his/her position. The job description shall be available to the member and to the ACCOSAP President within thirty (30) days of the reclassification.

ARTICLE VIII  
MISCELLANEOUS

A. Medical Examination

Any physical examinations required by law or by the College shall be paid for by the Board. If, at the ACCOSAP member's

option, he/she chooses his/her own physician, he/she shall pay for same. Free tuberculosis testing shall be provided annually to all ACCOSAP members.

B. Copies of Agreement

Sufficient copies of the Agreement shall be reproduced by the Board and sent to the President of ACCOSAP.

C. Separability

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

D. Ratification

This Agreement shall be subject to ratification by the members of ACCOSAP and by the members of the Board of Trustees.

E. Savings Clause

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so to eliminate, reduce, or otherwise detract from any

ACCOSAP or faculty benefit existing prior to its effective date. This Agreement shall supercede all previous Board or College policies on those matters.

F. Management Rights

1. ACCOSAP recognizes that the Board of Trustees has the responsibility and authority to manage all the operations and activities of the College to the full extent authorized by Law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only to the specific and expressed terms of this Agreement.
2. ACCOSAP agrees and recognizes that the Board of Trustees reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Board of Higher Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the College except as may be specifically provided by the language of this Agreement.

G. Health Insurance


Participation in the New Jersey Health Benefits Plan shall be non-contributory, the College assuming the entire cost, with coverage of dependents, including children up to age twenty-three. This coverage is Blue-Cross Hospitalization, Blue Shield Medical and Surgical, Extended Coverage, and Prudential Major Medical or Equal Coverage.


ARTICLE IX  
DURATION OF AGREEMENT

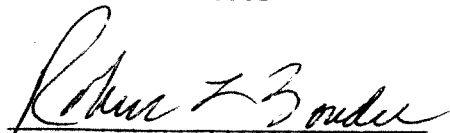
This Agreement shall be in effect from July 1, 1977, and shall continue in effect until June 30, 1980, unless the ACCOSAP and the Board mutually agree in writing to an extension of its duration.


FOR THE BOARD:

FOR THE ORGANIZATION:

  
Fanny D. Rittenberg  
Chairperson  
Board of Trustees

  
Linda de Simone  
President, Atlantic Community  
College Organization of Supervisory  
and Administrative Personnel

  
Robert L. Goudie  
Secretary  
Board of Trustees

  
Marion Pool  
Secretary, Atlantic Community  
College Organization of Supervisory  
and Administrative Personnel

DATE OF RATIFICATION:

3/3/77



APPENDIX I

<u>CLASSIFICATION/LEVEL</u>	<u>SALARY RANGE</u>	<u>ACROSS-THE-BOARD ANNUAL INCREASE</u>
<u>DIRECTOR I</u>		
1977-78	15,500-23,660	8.5%
1978-79	15,500-24,606	\$1,350
1979-80	15,500-25,590	\$1,450
<u>DIRECTOR II</u>		
1977-78	15,130-23,400	8.5%
1978-79	15,130-24,336	\$1,300
1979-80	15,130-25,310	\$1,400
<u>DIRECTOR III</u>		
1977-78	13,040-20,540	8.5%
1978-79	13,040-21,362	\$1,250
1979-80	13,040-22,216	\$1,350
<u>DIRECTOR IV</u>		
1977-78	10,400-18,710	8.5%
1978-79	10,400-19,458	\$1,150
1979-80	10,400-20,236	\$1,250
<u>DIRECTOR V</u>		
1977-78	9,080-13,104	8.5%
1978-79	9,080-13,628	\$950
1979-80	9,080-14,173	\$1,050

Anyone employed prior to February 1 of any work year shall be given full credit for one (1) year of service toward any future agreement.

