

# **Atlantic Community College**

## **Academy of Culinary Arts Faculty Association**



## **AGREEMENT**

**July 1, 1990 - June 30, 1993**

List of Revised, New or Deleted Contract Items

<u>Revised/New/Deleted</u>	<u>Title</u>	<u>Page</u>	<u>Article</u>
Deleted	12-month contract language		IV
Deleted	Vacation language		V
Deleted	Paid holidays		V
Revised	Travel reimbursement/IRS rate	6	IV
New	Temporary, part-time educators	6	IV
Revised	Right of first refusal	7	IV
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## Preamble

This agreement is entered into this first day of July 1990, by and between the Atlantic Community College Board of Trustees, called the Board, and the Academy of Culinary Arts Faculty Association, called the ACAFA.

## Article I

### Recognition

The Board recognizes ACAFA as the exclusive representative for collective negotiations as defined in New Jersey Public Laws of 1975, Chapter 123, for all full-time ACA educators.

## Article II

### Rights

#### A. Right to Organize

According to Public Laws of 1975, Chapter 123 of the State of New Jersey, all ACA educators shall have the right to freely organize, join, and support the ACAFA. ACAFA's purpose is to engage in collective negotiation over grievances, terms and conditions of employment and activities for mutual aid and protection.

B. Additional Rights

1. The Board extends to all ACAFA members the rights and privileges in academic freedom, bookstore discounts, personnel files, professional position vacancies, and notice and issue date of employment contracts.
2. ACAFA members shall be entitled to full rights of citizenship and no religious or political activities of any ACAFA member, or the lack thereof, shall be grounds for discipline or discrimination with respect to employment. The personal life of an ACAFA member is not ordinarily within the concern or attention of the Board. It is expected that the ACAFA member will conduct their life style in an acceptable standard of behavior.

C. Use of College Facilities

ACAFA has the right to use College facilities only when the use does not interfere with normal College operation.

D. Use of College Property

Authorized ACAFA representatives are permitted to conduct official business on College property, if the activity does not interfere with normal College operation or the performance of their regular duties.

E. Use of College Equipment

ACAFA may use College equipment if the equipment is not in use and if the ACAFA notifies the College in advance. ACAFA will pay for any expendable supplies used for ACAFA purposes. ACAFA is liable for damages to equipment used for ACAFA purposes.

F. Notices and Mail

ACAFA has the right to post notices concerning ACAFA matters on College bulletin boards. ACAFA may use the College mail service and faculty mail boxes for communication. Postage for external mail and long-distance calls shall be paid by the ACAFA.

G. 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, marital status or handicap.

H. Grant Funding

Positions established on grant funding will be contracted solely upon the receipt of grant funds. The College will make every effort to promptly notify ACA educators if grant funding (i.e. soft money) is not renewed or is cut off.

I. Personnel Files

1. There is one designated personnel file for each ACAFA member. The personnel file will contain pertinent material including evaluations and documents. No written material pertaining to the ACAFA member will be used in a hearing except that contained in the personnel file.

2. ACAFA members have the right to review their personnel files and to have ACAFA representation during the review. The review will be conducted in the presence of the Director of Human Resources. Pre-employment information, including reference inquiries and search committee material will be removed before the review.

J. Vacancies and New Positions

1. The ACAFA President shall receive written notice concerning any Academy vacancy or newly created position including administrative, teaching or academic support positions. The notice will include duties and required qualifications.
2. ACAFA members who apply for a professional position shall be notified of the result of their application. The College will make every attempt to notify the ACAFA member before the name of the successful applicant is published.

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 of 1975, in a good faith effort to reach agreement on all terms and conditions of employment. Negotiations shall begin at least 120 days prior to the budget submission date. The negotiated agreement shall be in writing and apply to all ACAFA members. It shall be ratified and signed by the Board and the ACAFA, and be adopted by the Board.



Article IV  
Conditions of Employment

A. ACA Educators

1. Hours of Accountability

- a. ACAFA members may be assigned up to 25 hours of classroom teaching a week.
- b. ACAFA members will maintain three academic office hours per week. The total professional work week shall not exceed 35 hours, Monday through Friday.
- c. ACAFA members will work a 10-month contract.

2. The 10-month contract year will consist of:

- a. One hundred fifty teaching days. In addition, ACAFA members will be available to teach any January course or courses which occur between the fall and spring semester with no additional compensation.
- b. 10 educator/exam days.
- c. Eight non-instructional days. A maximum of five days may be used at the end of the spring semester.

3. ACAFA members may elect to have their 10-month salary distributed over 12 calendar months.

B. Temporary, Part-time Educators

Temporary, part-time educators beginning their third block of instruction and who qualify for New Jersey State Health Benefits coverage, will be paid at the minimum of the educator salary range. The representation fee portion of this agreement shall apply. Remaining provisions of this agreement shall not apply to temporary, part-time educators.

C. Outside Employment

ACAFA members will report any outside employment to the Director of the Academy within one week of accepting the position. ACAFA members will not engage in outside employment that interferes with their College responsibilities.

D. Committee Membership

An ACAFA member may be asked to serve on standing or ad hoc Academy/ College-wide committees.

E. Academy Calendar

ACAFA members shall have the privilege of inquiring into and recommending the establishment of, or changes in, the Academy calendar.

F. Travel

1. Travel is authorized by the Dean of Academics or a designee.

Provisions are listed in the travel policy.

2. A travel allowance equal to the current IRS per-mile rate will be paid for excess travel to an assignment(s).

G. Right of First Refusal

ACAFA members will be offered the right of first refusal, based upon rotating seniority, for teaching assignments which occur during the summer sessions. ACAFA members will be offered the right of first refusal, based on rotating seniority, for all overload teaching assignments during the regular college year. The ACAFA member must be qualified to teach the assigned course(s).

Article V

Leave of Absence

A. Advanced Study

An unpaid leave of absence of up to one year may be granted by the Board to an ACAFA member for advanced study and/or research if the Board feels the study shall benefit the College, the Academy, and the ACAFA member. The Board may extend the leave beyond one year. Upon return, the ACAFA member shall be placed in the same or comparable position and salary level as if employed at the Academy during the leave.

B. Service in Professional Organizations

An unpaid leave of absence of up to one year may be granted to any ACAFA member by the Board to serve in a professional capacity or as an officer of a professional association if the Board feels the service would benefit the College, the Academy and the ACAFA member. The Board may extend the leave beyond one year. Upon return, the ACAFA member shall be placed in the same or comparable position and salary level as if employed at the Academy during the leave.

C. Sabbatical

1. Six-Year Residency

ACAFA members who have completed six years of service at the Academy are eligible to apply for sabbatical.

2. Appropriate Activities

The following activities are appropriate for the granting of sabbatical:

- a. Full-time attendance at an accredited college.
- b. Travel/study beneficial to the College/Academy and/or to the professional development of the ACAFA member.
- c. Other appropriate activities, at the discretion of the Sabbatical Leave Committee.

3. Salary

An ACAFA member on sabbatical leave shall receive full base salary for one academic semester or one-half of base salary for a 10-month leave.

4. Return for One Year

An ACAFA member receiving a sabbatical leave must return to the Academy for one year after the leave.

5. Position on Return

Upon return, the ACAFA member shall be placed at the same or comparable position and salary level as if employed at the Academy during the leave.

6. Application Procedure

Application for sabbatical leave will be filed with the Sabbatical Leave Committee no later than Nov. 1 of the preceding academic year. ACAFA members applying for a sabbatical leave will present the committee with a plan of professional development, recognizing factors such as:

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

7. Sabbatical Leave Committee

The Sabbatical Leave Committee is composed of the Dean of Academics, acting as chairperson; a departmental chairperson selected by the College President; an educator at large to be selected by the College President; two Association members selected by the Education Association President; two ACCOSAP members selected by the ACCOSAP President; and one ACAFA member selected by the ACAFA President.

8. Sabbatical Report

Upon return, a sabbatical leave report may be required.

D. Maternity

An ACAFA member requesting unpaid maternity leave shall:

1. Apply in writing to the Director of Human Resources and the Director of the Academy within two weeks of confirmation of pregnancy by her physician.
2. Notify the Director of Human Resources and the Director of the Academy in writing 60 days before the leave begins.
3. Supply the Director of Human Resources with certification from the ACAFA member's physician of her ability to satisfactorily perform her duties.
4. Supply the Director of Human Resources with a physician's certificate attesting to her ability to satisfactorily return and perform her duties. Return to work will start at the beginning of the semester or block.
5. Reappointment will not be denied on the basis of pregnancy alone. If the ACAFA member is granted reappointment, the maternity leave shall continue to its end.
6. Upon return, the ACAFA member shall be placed in the same or comparable position and salary level as if employed at the Academy during the leave.

E. Adoption/Custody

An ACAFA member adopting or assuming legal custody of an infant or pre-school child shall receive similar unpaid leave which will begin upon receiving actual custody of the child or earlier if necessary to fulfill the requirements for the adoption or custody period. The ACAFA member shall keep the College informed if adoption or custody leave is being contemplated.

F. Child Rearing

The Board may grant child-rearing leaves of absence or extensions without pay.

G. Sick

ACAFA members will accumulate seven hours (one day) of sick leave per full month worked.

H. Sick Pool

1. A sick leave pool will be established with each ACAFA member contributing 35 sick leave hours (five days) per year to the pool.
2. The Board will contribute 315 hours (45 days) on a one-time only basis for a start-up total of 910 hours (130 days).
3. When the ACAFA's contribution to the pool reaches 910 hours (130 days), the ACAFA will begin to pay back 315 hours (45 days) to the Board at a proportionate rate not to exceed 35 hours (five days) per ACAFA member.
4. An ACAFA member may access the sick leave pool under the following conditions:
  - a. All sick, vacation, compensatory and personal leave is exhausted.
  - b. A 35-hour (five-day) period of absence precedes the access.
  - c. The maximum an ACAFA member may charge against the pool shall not exceed 315 hours (45 days), if an unused balance remains in the pool.

5. The Board will maintain records of hours accumulated and used by ACAFA members, itemizing all credits and charges, so that an ACAFA member can claim for credit all individual unused hours if:
  - a. A statute is enacted that would allow an ACAFA member to use individually accumulated sick leave for compensation upon retirement.
  - b. The person is no longer recognized as an ACAFA member but is still employed by the Board.
  - c. This program is not sustained by future agreements.
6. No claim for pool credits shall be made by an ACAFA member absent due to a workmen's compensation injury or illness as prescribed by law or an ACAFA member eligible for long-term disability compensation as provided by their retirement program.

I. Business/Legal/Religious

Up to 28 hours (four days) leave of absence for religious, business or legal matters which require absence during working hours, shall be granted.

ACAFA members shall not be asked to specify the purpose of the leave.



J. Bereavement

Up to 21 working hours (three days) of non-accumulative leave of absence are to be granted at any one time upon the death of an ACAFA member's spouse, child, step-child or ward, parent, step-parent, foster parent or grandparent; and parents, grandparents or sibling of spouse, or any other family member living in the same household, no matter what degree the relationship. An ACAFA member planning to take bereavement leave should provide a 48-hour written notice to the Director of the Academy.

K. Retirement Payment

A retirement payment shall be based on accumulated sick leave hours, and the following provisions:

1. The reimbursable rate shall be the ACAFA member's base salary at retirement.
2. ACAFA members will make a reasonable effort to notify the College, in writing, six months before plans to retire so that payment of this benefit meets budgetary considerations.
3. The ACAFA member retires under the New Jersey Public Employees Retirement System or the same standards of this system if the ACAFA member retires under the Alternative Benefit Program (TIAA-CREF).
4. ACAFA members must have 10 years of service to be eligible.
5. The payout shall not exceed 50 percent of the accrued leave nor shall the total payment exceed \$4,250.

Article VI  
Other ACAFA Benefits

A. Admission to Courses

ACAFA members, retired ACAFA personnel and dependents (as determined by the IRS Code) including husband, wife and children of current ACAFA members will be granted tuition-free entrance for credit or audit to any ACC course where tuition charges are set by the Board, with the exception of Casino Career Institute courses. The intention is to waive tuition not to provide an outlay of cash.

B. College Study Compensation

ACAFA members taking college or professional-level course work from an accredited college or institution may apply to the Sabbatical Leave Committee for tuition reimbursement. The College will establish a pool of \$2,000 per year for this purpose.

Article VII  
Grievance Procedure

A. Definition of a Grievance

A grievance is a claim by one or more ACAFA members or by ACAFA, referred to as a "grievant," based upon an alleged violation, misrepresentation or misapplication of any agreement provision, or any existing rule, order or regulation of the Board, the College President or the Board of Higher Education.

B. Procedure

If a grievant invokes this grievance procedure, the grievant shall:

1. Reduce the grievance to writing in letter form. The letter shall be mailed or delivered to the Director of the Academy. The letter shall state the nature of the grievance and the remedy requested and shall be dated and signed by the grievant.
2. Within seven working days from the receipt of the letter, the Director of the Academy shall meet with the grievant and discuss the facts and circumstances in an effort to resolve the grievance. The Director shall provide a written disposition of the grievance within seven working days of the last meeting with the grievant. A copy of the written disposition shall be mailed or delivered to the grievant and the Dean of Academics.
3. If the grievant is not satisfied with the disposition of the grievance by the Director, a written appeal may be made to the Dean of Academics within seven working days from the receipt of the Director's disposition.
4. The Dean of Academics shall, within seven working days from the receipt of the written appeal, meet with the grievant and discuss the facts and circumstances of the grievance in an effort to resolve the matter. The Dean shall provide a written disposition of the grievance within seven working days of the last meeting with the grievant. A copy of the written disposition shall be mailed or delivered to the grievant.
5. If the grievant is not satisfied with the disposition of the grievance by the Dean of Academics, a written appeal may be made to the College President within seven working days from the receipt of the Dean's written disposition to the grievance.

6. The College President shall, within seven working days from the receipt of the written appeal, meet with the grievant and discuss the facts and circumstances of the grievance in an effort to resolve the matter. The President shall provide a written disposition of the grievance within seven working days of the last meeting with the grievant. A copy of this written disposition will be mailed or delivered to the grievant.
7. If the grievant is not satisfied with the disposition of the President, the grievant, with ACAFA approval, may submit the issue to arbitration within 30 days. If the parties cannot agree on an arbitrator, one will be selected according to the rules and procedures of the Public Employment Relations Commission, whose rules shall govern the arbitration proceeding. The arbitrator shall not have the power to alter, add to or subtract from the terms of this agreement. The arbitration decision shall be binding based on the terms of this agreement.
8. The fees and expenses of the arbitrator shall be shared equally by the College and ACAFA.
9. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. Time limits can be extended by mutual consent.
10. All documents, communications and records dealing with a grievance shall not become part of the permanent personnel files of the participants.
11. The grievant and ACAFA shall be furnished with relevant information in the possession of the Board for the processing of any grievance.

12. A grievance must be filed within 30 days from the date on which the subject matter of the grievance occurred or 30 days from the date on which the grievant should reasonably have known of its occurrence.
13. Nothing shall be construed to limit, deny or restrict, the rights or remedies, administrative or judicial, to which any grievant may be entitled under law.
14. The College President may intervene at any time and discuss and determine the grievance without the necessity of the appeals.
15. A failure on the part of the Dean or College President, to make a written determination of the grievance, within the time allowed, shall establish a denial of the grievance.
16. No reprisals shall be taken by any of the participants in the grievance procedure by reason of participation.
17. All meetings and hearings shall be conducted in private and shall include the parties of interest and/or their designated representatives.

Article VIII  
Terms of Employment

A. Contracts

1. ACAFA members may receive up to five one-year contracts. ACAFA members will receive their annual contracts or letters of intent no later than March 15.
2. ACAFA members on one-year contracts, whom the College President does not intend to recommend for Board reappointment, will receive a written notice of non-reappointment no later than March 1.
3. After five consecutive one-year contracts, excluding leaves of absence, the Board, at its option, may offer ACAFA members a contract of two, three or five years.
4. If ACAFA members on a multi-year contract are not to be renewed, they will receive at least a one-year notice of nonrenewal. The ACAFA member may request from the Dean of Academics, within 30 days of notification, written reasons for the nonrenewal. Upon receipt of the reasons for nonrenewal the ACAFA member may request a private meeting, within 15 days, to discuss the reasons with the Dean. If the ACAFA member is not satisfied with the meeting, a request for a meeting with the College President may be made within 15 days. The ACAFA member and the President will, within 10 days, hold a meeting to discuss the reasons for nonrenewal. After the meeting, the President will provide a written disposition within 10 days to the ACAFA member. The written disposition will recommend re-employment to the Board or abide by the original decision not to re-employ the ACAFA member.

5. The ACAFA member, the ACAFA, and College officials are entitled to each have a representative of their choice at the meetings.
6. If the ACAFA member decides to resign, a 30-day notice should be given to the Director.

## Article IX

### Due Process

#### A. Standards and Procedures

1. Due process refers to the standards and procedures which should be followed in dealing with any adverse action brought by the College against an ACAFA member. The ACAFA President will be notified within five working days when a written disciplinary action is taken against an ACAFA member. These procedures are meant to provide fair and equitable treatment for the ACAFA member by insuring as far as possible against arbitrary, capricious or inequitable actions.
2. ACAFA members shall be given appropriate reasons and timely notice of adverse action within one week of the alleged violation if the College plans disciplinary action against the ACAFA members.
3. ACAFA members shall be provided an opportunity to have a conference with their supervisors within one day of the issuance of adverse action.

4. Except for serious breaches of discipline, the following discipline procedures shall be sequentially followed for each offense, unless of the same nature:
  - a. Oral warning
  - b. Formal written warning about the violation and required corrective action with a copy to the ACAFA member's personnel file
  - c. Suspension
  - d. Discharge
5. It will be the burden of the College to prove its charges and justify its actions through the presentation of proper, relevant and sufficient evidence.
6. The ACAFA member and/or ACAFA representatives have the right to present evidence to refute the charges.

B. Just Cause

ACAFA members shall not be disciplined or reprimanded without just cause. Any such action asserted by the Board or its representative, shall be subject to the grievance procedure.



Article X  
Health Benefits

A. Health Insurance

Participating in the New Jersey Health Benefits Program is non-contributory to ACAFA members for all premium increases as certified by the Division of Pensions with coverage of dependents, including children up to age 23. This coverage is Blue Cross Hospitalization, Blue Shield Medical and Surgical, extended coverage, and Prudential Major Medical, or equal coverage. It becomes effective for a new ACAFA member the first day of the month following 60 days of employment.

B. Dental Coverage

The College provides a full family co-insurance dental program with 100 percent coverage for preventive and diagnostic care; 80 percent coverage for basic services including oral surgery, endodontic, periodontic and basic restorative benefits (amalgam, synthetic, porcelain and plastic restorations for treatment or carious lesions); and 50 percent coverage for major restorative (crowns, inlays and gold restorations) and prosthodontic (bridges, partial and complete dentures) benefits with a \$1,000 maximum per family member per year with no deductible applied. The selection of the insurance carrier will be at the sole discretion of the Board. Coverage for new ACAFA members is effective the first day of the month following 60 consecutive days of employment.

C. Prescription Plan

The Blue Cross Prescription Program is based on a \$2 co-pay which excludes contraceptives. The Board will pay the premium for the ACAFA member and eligible dependents. New ACAFA members will be eligible at the beginning of the month following 60 consecutive days of employment.

D. Vision Care

A vision care program is available once every two years for ACAFA members and eligible dependents. The following fee reimbursement is in effect with amounts up to:

Exam	\$ 50
Frames	\$ 50
Per lens	\$ 25
Per lens, bifocals	\$ 30
Per lens, trifocals	\$ 40
Per lens, lenticular	\$ 40
Per lens, cataract contacts	\$150
Per lens, contacts	\$ 50

Prescription tinted/sun glasses are eligible for reimbursement at the above scheduled rates. Plain sunglasses are not covered.

E. Disability Insurance

The Board will provide \$50 per ACAFA member per annum to fund a disability insurance program. A committee of the Director of Human Resources, an ACAFA member, and a member from each of the bargaining units will agree on the plan(s) selected.

F. Medical Examination

1. Physical examinations required by law or the Board will be paid for by the Board. If the ACAFA member chooses a personal physician, the ACAFA member shall pay for the examination. Free tuberculosis testing shall be provided annually to ACAFA members.
2. A bi-annual physical examination, at the ACAFA member's request, shall be paid for by the Board to a maximum of \$100.

Article XI

Miscellaneous

A. Copies of Agreement

Copies of this agreement shall be reproduced by the Board and sent to the ACAFA membership.

B. Separability

If any provision or application of this agreement is found to be contrary to law, the provision or application shall be not be valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

C. Ratification

This agreement is subject to ratification by the ACAFA and the Board.

D. Management Rights

1. The Board has the responsibility and authority to manage and direct all College operations and activities to the full extent authorized by law. The exercise of these powers, rights, duties, responsibilities and authority by the Board and the adoption of rules, regulations and policies as it deems necessary will be only limited to the specific and expressed terms of this agreement.
2. The Board reserves 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, demote, transfer and direct ACAFA members. The Board reserves the right to take disciplinary action against ACAFA members, up to and including discharge, for just cause. The Board directs College operations and takes actions necessary to accomplish the College mission, except as specifically provided by this agreement.

E. Teaching Compensation

An ACAFA member who teaches during non-teaching hours shall be compensated on an overload basis at the rate of \$22 per hour.

F. Professional Development

The College and the ACAFA recognize the importance of academic development on the effectiveness of teaching. To promote and encourage professional growth, each ACAFA member will have \$100 per academic year to be used for scholarly activities like memberships in professional organizations, scholarly publications, research and convention expenses.

G. Representation Fee

1. Under authority of N.J.S.A. 34:13A-5.4, each ACAFA member shall be required, as a condition of employment, to become a member of the ACAFA or begin and maintain representation payments equal to 85 percent of the total of regular ACAFA membership dues, initiation fees and assessments. This provision shall apply beginning on the first day of the month following three months of employment or the 30th day following the effective date of this provision, whichever is later.
2. Deductions shall be made only in accordance with the provisions of a Payroll Deduction Authorization form, with the provisions of this agreement. The Payroll Deduction Authorization form is in Appendix A of this agreement.
3. A properly executed copy of payroll deduction authorization for each ACAFA member for whom dues or representation fee are to be deducted shall be delivered to the payroll officer before payroll deductions are made. Deductions shall only be made under properly executed payroll deduction forms. If an ACAFA member refuses to authorize the deduction for representation fee, the ACAFA shall notify the College in writing.
4. Deductions under all properly executed Payroll Deduction Authorization forms are effective when the application is given to the payroll officer. Deductions begin at the first pay period after that date and each pay period thereafter if the ACAFA member has sufficient net earnings to cover the payment.

Article XII

Salary

A. ACAFA members will receive the following base salary increases:

FY 1990-91	7 percent
FY 1991-92	7.5 percent
FY 1992-93	7.5 percent

B. The minimum annual salary for full-time ACAFA members will be:

FY 1990-91	\$26,000
FY 1991-92	\$27,000
FY 1992-93	\$28,000

Article XIII

Reduction in Force

A. ACAFA Notification

If a general reduction in force is being considered, the Board will notify and consult with ACAFA as soon as practical, but except in extreme emergency, not less than 90 days before the reduction in force is to take place. The Board will discuss with ACAFA the reasons for the staff reduction. Reduction in force for ACAFA members will be according to reverse order of seniority, qualifications as determined by the certification standards of the National Chefs Association, or other comparable and unassailable compensating qualifications including teacher performance evaluations.

## Article XIV

### Evaluation

#### A. General Procedures

Each ACAFA member shall be evaluated at least once per fiscal year. The evaluations will take place during the fall semester with all evaluations being completed and submitted to the ACAFA member and the Human Resources Office no later than Nov. 30.

#### B. Pre-Observation Conference

The evaluations shall begin with a pre-observation conference with the Director or Assistant Director of the Academy. This meeting will be scheduled at least five working days before the observation to discuss a time table for the observation and to review the instrument of evaluation which is the Academy of Culinary Arts Educator Evaluation Report.

#### C. Class Observation

The in-class observation shall take place on the day discussed in the pre-observation meeting. In the event of a date change, an alternate day will be scheduled within five working days of the original observation date.

D. Post Observation

A post observation conference with the Director or Assistant Director will be held within five working days of the observation to discuss the evaluation. A copy of the completed report will be given to the ACAFA member. A second copy will be sent to the Human Resources Office for placement in the ACAFA member's personnel file. The evaluation report shall be signed by the Director or Assistant Director and the ACAFA member. The signature of the ACAFA member does not establish acceptance of the evaluation. The signature indicates that the ACAFA member was provided the opportunity to review the report. The ACAFA member may also provide an addendum to the evaluation which will be attached to the form and included in the personnel file.

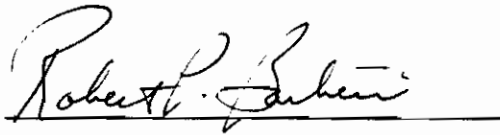


Article XV  
Duration of Agreement

This agreement is in effect from July 1, 1990, through June 30, 1993,  
unless ACAFA and the Board mutually agree in writing to an extension.

For the Board:

For the ACAFA:



Chairman,  
Board of Trustees



President, Academy of Culinary Arts  
Faculty Association of Atlantic  
Community College



Secretary,  
Board of Trustees



Secretary, Academy of Culinary Arts  
Faculty Association of Atlantic  
Community College

Date of Ratification: September 25, 1990

Appendix A

Atlantic Community College  
Payroll Deduction Authorization

I, \_\_\_\_\_, hereby authorize Atlantic Community College to deduct from my earnings, each biweekly payroll period, the amount indicated and to remit this deduction to the appropriate organization.

Purpose of Deduction: \_\_\_ Dues \_\_\_ Representation Fee

Organization: \_\_\_ Education Association \_\_\_ ACCOSAP \_\_\_ SSAACC \_\_\_ ACAFA

Amount of Deduction: \$\_\_\_\_\_ (Under authority of NJSA 34:13A-5.4.)

The representation fee is equal to 85 percent of regular membership dues. Deduction becomes effective at the time the application is tendered to the Payroll Office with deductions effective the first pay period after that date.

Dated \_\_\_\_\_ Employee's Signature \_\_\_\_\_