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A G R E E M E N T B E T W E E N

THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE
OPERATING UNDER PROVISION OF PUBLIC LAWS OF
1968, CHAPTER 303 OF THE STATE OF NEW JERSEY,

A N D

THE FACULTY ORGANIZATION OF ATLANTIC COMMUNITY COLLEGE, INC.

1971 - 1972

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE
OPERATING UNDER PROVISION OF PUBLIC LAWS OF 1968, CHAPTER 303 OF THE
STATE OF NEW JERSEY, AND
THE FACULTY ORGANIZATION OF ATLANTIC COMMUNITY COLLEGE, INC.

This agreement entered into this _____ day of _____,
19 ____, by and between the Board of Trustees of Atlantic Community
College, hereinafter called the Board, and the Faculty Organization of
Atlantic Community College, Inc., hereinafter called the Organization.

ARTICLE I

RECOGNITION OF EMPLOYEE REPRESENTATIVE

1. A. The Board hereby recognizes the Organization as the exclusive
2. representative for campus level negotiations as defined in New
3. Jersey Public Laws of 1968, Chapter 303, for all full-time faculty
4. presently employed or hereinafter employed by the Board. The term
5. faculty, as herein used, shall apply to all teaching faculty and
6. librarians except those having administrative and supervisory
7. responsibility such as area coordinator, department chairmen,
8. division chairmen, and head librarian.
9.
10.

ARTICLE II

ORGANIZATION AND FACULTY RIGHTS

1. A. Pursuant to Public Laws of 1968, Chapter 303 of the State of New
2. Jersey, the Board hereby agrees that all full-time faculty members
3. shall have the right freely to organize, join, and support the
4. Organization for the purpose of engaging in collective bargaining
5.
6.

7. or negotiation over terms and conditions of employment. As a duly
8. appointed body exercising powers granted under the laws of the State
9. of New Jersey, the Board undertakes and agrees that it will not
10. directly or indirectly deprive, discourage, coerce or harass any
11. faculty member of the enjoyment of any rights conferred by this Act
12. or other laws of New Jersey or the Constitutions of New Jersey and
13. of the United States; that it will not discriminate against any
14. faculty member with respect to hours, wages, or any terms of
15. conditions of employment by reason of his membership in the Organi-
16. zation.
17. B. Nothing contained herein shall be construed to deny or restrict, to
18. any faculty member, rights he may have under the General School Laws
19. of the State of New Jersey or other applicable laws and regulations,
20. including those of the State Department of Higher Education. The
21. rights granted to faculty hereunder shall be deemed to be in addition
22. to those provided elsewhere.
23. C. The Organization and its representatives shall have the right to use
24. the College facilities for meetings only when said use does not
25. interfere with the operation of the College.
26. D. Duly authorized representatives of the Organization shall be permitted
27. to transact official Organization business on College property, pro-
28. vided that such activity does not interfere with the operation of the
29. College or the performance of their regular duties.
30. E. The Organization shall have the right to use College facilities and
31. equipment, including typewriters, mimeographing machines, other dupli-
32. cating equipment, calculating machines, and all types of audio-visual
33. equipment at all reasonable times, when such equipment is not otherwise

34. is use. Payment shall be made for any expendable supplies used for
35. Organization purposes and the Organization shall be liable for damages
36. to any equipment used for said purposes.

37. F. The Organization shall have the right to post notices of its activities
38. and matters of organization concern on faculty bulletin boards;
39. additional boards, where needed, will be provided by the College at
40. Organization request. The Organization may use the College mail
41. service and faculty mail boxes for communications, including faculty-
42. wide distribution.

43. The Board of Trustees and the Faculty Organization agree upon the following
44. concept of Academic Freedom:

45. 1. The teacher is entitled to full freedom in research and in the
46. publication of the results, subject to the adequate performance of
47. his other academic duties; but research for pecuniary return shall
48. be based upon an understanding with authorities of the institution.
49. 2. The teacher is entitled to freedom in the classroom in discussing
50. his subject, but he should be careful not to introduce into his
51. teaching controversial matter which has no relation to his subject.
52. Limitations of academic freedom because of religious or other aims
53. of the institution should be clearly stated in writing at the time
54. of the appointment.
55. 3. The college or university teacher is a citizen, a member of a
56. learned profession, and an officer of an educational institution.
57. When he speaks or writes as a citizen, he shall be free from insti-
58. tutional censorship or discipline, but his special position in the
59. community imposes special obligations. As a man of learning and
60. an educational officer, he should remember that the public may

61. judge his profession and his institution by his utterances. Hence
62. he should at all times be accurate, should exercise appropriate
63. restraint, should show respect for the opinions of others, and
64. should make every effort to indicate that he is not an institutional
65. spokesman.

66. 4. Every appointment shall be stated in writing and be in the posses-
67. sion of both institution and teacher before the appointment is
68. consummated.

69. (C) All faculty member evaluations will be discussed with the faculty mem-
70. ber and signed by him acknowledging discussion prior to being placed
71. in his file. Any such material may be answered by the faculty member
72. and such answer shall be attached to the evaluation in the file. It
73. is the responsibility of supervisory personnel to call a faculty mem-
74. ber's attention to any information received by supervisory personnel
75. regarding the faculty member which may be deemed to be derogatory or
76. critical in nature.

77. H. Vacancies

78. 1. The faculty shall be alerted to any professional position vacancy,
79. including administrative, teaching, or academic support positions.
80. Such notice shall include duties and a statement of required quali-
81. fications.

82. 2. All present faculty members who apply for any professional position
83. shall be notified of the disposition of their application prior to
84. the publication of the name of the successful applicant.

85. I. The provisions of this Agreement and the wages, hours, terms, and con-
86. ditions of employment shall be applied in a manner which is not arbi-
87. trary, capricious, or discriminatory and is without regard to race,

creed, religion, color, national origin, age, sex, or marital status.

ARTICLE III

CONDITIONS OF EMPLOYMENT

- 1.
- 2.
3. A. Basic Load
4. 1. Full-time teaching faculty shall teach fifteen (15) or sixteen (16)
5. contact hours for each registration period, with overload compen-
6. sation at appropriate rates for each additional contact hour.
7. (N.B. Actual practice on this campus is to consider the normal
8. or standard teaching load to be 15 or 16 contact hours, the former
9. if entirely lecture courses, the latter if it includes laboratories,
10. studio sessions, etc. The actual workload of individual faculty
11. members should be a joint decision made by the faculty member
12. involved, and the administration. A workload reduction or over-
13. load compensation for faculty members with special projects or
14. assignments may be considered as needed.
15. 2. a. No instructor shall be assigned more than a five (5) day
16. work week.
17. b. No workday should exceed eight (8) hours.
18. c. No late evening classes should be followed by an early morn-
19. ing class.
20. d. There shall not be any extended "break" during the normal
21. workday. For example: by a scheduled 8:30 class and a
22. 3:30 class with no classes scheduled in-between.
23. e. If a faculty member requests a deviation of these conditions,
24. extra compensation shall not be made.
25. f. The workday shall not extend into more than two (2) evenings.

26. 3. No full-time faculty member shall hold other full-time employment
27. during the term of his contract period.
28. 4. A contact hour is an hour which comprises one fifty-minute class
29. meeting per week for the fifteen weeks that comprise the instruc-
30. tional part of a semester, which is a regularly scheduled group
31. meeting of the class, lecture, laboratory, studio, seminar, shop,
32. etc.
33. 5. A faculty member may be expected to serve on one major college
34. or faculty committee. No faculty member shall be required to
35. advise, counsel, or coach more than one major college or student
36. activity.
37. 6. Members of the unit on a twelve (12) month contract shall receive
38. a minimum 20 per cent pay differential over the academic-year
39. salary for their rank and step; they shall work a maximum of 35
40. hours per week over five (5) days, and shall work no more than
41. seven (7) hours in any day.
42. 7. Full-time faculty shall be given preference of summer teaching
43. assignments in their area of competence before any additional
44. summer faculty is hired. Any full-time faculty member accepting
45. a summer assignment from the College shall be guaranteed appro-
46. priate employment and/or compensation at the appropriate rates
47. for one of the sections assigned to him. If a promotion in rank
48. has been achieved by June 1 of any year, summer pay for that year
49. will be based upon the new higher rank.
50. 8. In most cases full-time faculty will be given the opportunity for
51. additional teaching assignments in their area of competence before
52. any additional part-time faculty is hired.

53. 9. A joint Faculty-Organization-Administration Committee of equal
54. representation is to be established to study and recommend
55. faculty/student teaching loads in each department.

56. B. Course Preparation

57. 1. A faculty member shall be assigned no more than three (3)
58. separate preparations per registration period if he has taught
59. all of the courses previously at the college level.

60. 2. A faculty member shall be assigned no more than two separate
61. preparations per registration period if one or more of the
62. courses has not previously been taught by him at the college
63. level.

64. 3. Exception to these provisions shall be made only with the consent
65. of the faculty member affected.

66. C. Office Hours

67. 1. Faculty members shall maintain at least three (3) office hours
68. per week for consultation with students. Such hours shall be in
69. addition to regular scheduled classes.

70. D. Advisement of Student Activities

71. 1. Advisement of all student clubs and organizations shall be on a
72. voluntary basis and optional with faculty members.

73. E. Attendance at College functions

74. 1. Faculty members' attendance at all college-sponsored non-academic
75. functions and activities shall be voluntary.

76. 2. Faculty members attending those functions for which academic
77. attire is required shall have said attire furnished by the College
78. at no cost to them.

79. F. Academic Calendar and College Day

80. 1. The Organization shall have the privilege of inquiring into and
81. recommending the establishment of or any changes in the Academic
82. Calendar.

83. G. Travel

84. 1. Travel is under the responsibility of the Dean of the College and
85. the coordination of its operation and function shall be accomp-
86. lished by the traveler and the Dean of Administration. Specific
87. provisions are stated in the current policy governing TRAVEL.

1. ARTICLE IV

2. FACULTY BENEFITS

3. A. Unpaid Leaves of Absence

4. 1. Advanced Study, etc.

5. a. A leave of absence for one year may be granted by the Board
6. of Trustees to any faculty member upon application for the
7. purpose of advanced study if in the opinion of the Board such
8. study shall benefit the College as well as the individual.
9. The Board may extend such leave beyond the one year limit.
10. Upon return from such leave, faculty member shall be placed
11. at the same position on the salary schedule on which he would
12. have been placed had he taught at the College during such
13. period.

14. 2. Service in Professional Organization

15. a. A leave of absence of up to one year may be granted to any
16. faculty member by the Board of Trustees upon application for
17. the purpose of serving as an officer of any professional

18. association or on its staff if in the opinion of the Board
19. such service shall benefit the College as well as the
20. individual. The Board may extend such leave beyond the one
21. year limit. Upon return from such leave, such faculty mem-
22. bers shall be placed at the same position on the salary
23. schedule on which they would have been had they taught in
24. the College during such period.

25. 3. Maternity Leave

26. a. Maternity leave from the mid-point of pregnancy or upon
27. recommendation of a female faculty member's physician shall
28. be granted for a period of up to one year. The Board may
29. extend such leave beyond the one-year period. Upon return
30. from such leave, a faculty member shall be placed at the
31. same point on the salary guide which she would have attained
32. had she taught at the College during this period.

33. B. Admission to Courses

34. 1. Faculty members and their dependents, including husband, wife,
35. and children, are to be granted tuition-free entrance for credit
36. or audit to any courses offered by the College.

37. C. Health Insurance

38. 1. Participating in the New Jersey State Health Benefits Plans shall
39. be non-contributory, the College assuming the entire cost, with
40. coverage of dependents, including children up to age twenty-three.
41. This coverage is Blue Cross hospitalization, Blue Shield medical
42. and surgical, extended coverage, and Prudential major medical or
43. equal coverage.

44. D. Payroll Checks

45. Faculty members will have the option to be paid either on a ten-month
46. or twelve-month basis. Pay days occur every other Friday, with adjust-
47. ments for holidays, according to a pay day schedule issued by the
48. Business Office.

1. ARTICLE V

2. GRIEVANCE PROCEDURE

3. A. Definition of a Grievance

4. A grievance is a claim or complaint by one or more members of the
5. bargaining unit or by the Organization, hereinafter collectively
6. referred to as a "grievant", based upon an (alleged violation, mis-
7. representation or misapplication of any provision of this Agreement,
8. or any existing rule, order or regulation of the Board of Trustees,
9. the President of the College or the Board of Higher Education.)

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10. B. Procedure

11. In the event a Grievant invokes this Grievance Procedure, the grievant
12. shall:

13. 1. Reduce the grievance to writing in letter form and said letter
14. shall be mailed or delivered to the Division Chairman, the
15. appropriate Dean, the President of the College, and the Secretary
16. of the Board of Trustees. The letter shall simply state the
17. nature of the grievance and the remedy requested. Said letter
18. shall be dated and signed by the grievant.
19. 2. Within seven (7) calendar days from the receipt of said writing,
20. the Division Chairman shall meet with the grievant and shall
21. discuss the facts and circumstances of the grievance, in an

22. effort to resolve the grievance. The Division Chairman shall
23. indicate his disposition of the grievance, in writing, within
24. seven (7) school days of the last meeting with the grievant.
25. A copy of said writing shall be mailed or delivered to the
26. grievant, the appropriate Dean, the President of the College
27. and the Secretary of the Board of Trustees.
28. 3. If the grievant is not satisfied with the disposition of the
29. grievance by the Division Chairman, he may appeal to the appro-
30. priate Dean within seven (7) calendar days from the receipt of
31. written disposition of the grievance by the Division Chairman,
32. by notifying the appropriate Dean of said appeal in writing and
33. forwarding copies of said written appeal to the Division Chairmen,
34. the President of the College and the Secretary of the Board of
35. Trustees.
36. 4. Within seven (7) calendar days from the receipt of the written
37. appeal, the appropriate Dean shall meet with the grievant and they
38. shall discuss the facts and circumstances of the grievance in an
39. effort to resolve the grievance. The appropriate Dean shall
40. indicate his disposition of the grievance in writing, within
41. seven (7) school days of the last meeting with the grievant. A
42. copy of said written disposition shall be mailed or delivered to
43. those persons to whom the written grievance was mailed or delivered.
44. 5. If the grievant is not satisfied with the disposition of the grie-
45. vance by the appropriate Dean, he may appeal to the President of
46. the College, within seven (7) calendar days from the receipt of
47. the written disposition of the appropriate Dean by notifying the
48. President of said appeal in writing, and copies of said written

49. appeal shall be mailed or delivered to those persons to whom the
50. written grievance was mailed or delivered.
51. 6. The President of the College shall, within seven (7) days from
52. receipt of said written appeal, meet with the grievant and shall
53. discuss the facts and circumstances of the grievance with said
54. grievant in an effort to resolve the matter. The President shall
55. indicate his disposition of the grievance in writing, within
56. seven (7) school days of the last meeting with the grievant. A
57. copy of said writing shall be mailed or delivered to those persons
58. to whom the written grievance was mailed or delivered.
59. The President may designate a representative to process and deter-
60. mine the grievance, and the disposition of the grievance by the
61. President shall be final.

62. OR

63. 7. If the grievant is not satisfied with the disposition of the grie-
64. vance by the President, the grievance may be submitted by the
65. grievant to arbitration before an impartial arbitrator within
66. thirty (30) days. If the parties cannot agree on an arbitrator,
67. he shall be selected pursuant to the rules and procedure of the
68. American Arbitration Association whose rules shall likewise govern
69. the arbitration proceeding. The College and the grievant shall not
70. be permitted to assert in such arbitration proceeding any ground or
71. to rely on evidence not previously disclosed to the other party.
72. The arbitrator shall have no power to alter, add to or subtract
73. from the terms of the Agreement. Both parties agree that the
74. arbitration shall be advisory.
75. 8. The fees and expenses of the arbitrator shall be shared equally

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76. by the College and the grievant.
77. 9. The number of days indicated at each level should be considered
78. as maximum and every effort should be made to expedite the process,
79. particularly towards the end of the academic year. However, the
80. time limits can be extended by mutual consent.
81. 10. All documents, communications and records dealing with a grievance
82. shall not become part of the permanent personnel files of the
83. participants.
84. 11. It is agreed that the grievant and the organization shall be
85. furnished with relevant information in the possession of the
86. Board of Trustees for the processing of any grievance.
87. 12. A grievance must be filed within thirty (30) days from the date
88. on which the act which is the subject matter of the grievance
89. occurred or thirty (30) days from the date on which grievant
90. should reasonably have known of its occurrence.
91. 13. Nothing herein contained shall be construed to limit, deny or
92. restrict, the rights, or remedies, administrative or judicial,
93. to which any grievant may be entitled under law.
94. 14. At any time during the processing of a grievance, the President
95. of the College may intervene, and discuss and determine the
96. grievance, without the necessity of the appeals.
97. 15. A failure on the part of the Division Chairman, appropriate Dean
98. or President of the College, to make a written determination of
99. the grievance, within the time allowed, shall constitute a denial
100. of the grievance.
101. 16. Faculty members shall work within the confines of this Grievance
102. Procedure and shall not in any way encourage the involvement of

103. members of the student body for any alleged grievance.

1. ARTICLE VI

2. CONTRACTS

3. A. Contracts

4. 1. Annual contracts or letters of intent shall be issued by March 15.
5. When the Board does not intend to reappoint a faculty member,
6. notice of non-appointment shall be given in writing not later than
7. March 1 of the first year of employment, February 1 of the second
8. year of employment, and not later than January 15 of the third
9. year. In the case of Presidential non-recommendation in the third
10. year, the President will so inform the faculty member by December 15.
11. Contracts are to be signed by each faculty member and returned to
12. the Board no later than March 30.
13. 2. Contracts may be terminated at any time by mutual agreement between
14. the faculty member concerned and the Board.

1. ARTICLE VII

2. MISCELLANEOUS

3. A. Any physical examination required by law or by the College shall be
4. paid for by the Board. If, at the faculty member's option, he chooses
5. his own physician, he shall pay for same. Free tuberculosis testing
6. shall be provided annually to all faculty members.
7. B. Copies of this Agreement shall be reproduced by the Board and distribu-
8. ted to all faculty members now employed or hereafter employed by the
9. Board during the duration of this Agreement.

10. C. If any provision of this Agreement or any application of this Agreement
11. to any faculty member or group of faculty members shall be found con-
12. trary to law, then such provision or application shall not be deemed
13. valid and subsisting except to the extent permitted by law, but all
14. other provisions or applications of this Agreement shall continue in
15. full force and effect.
16. D. This Agreement shall be subject to ratification by members of the
17. Organization and by the members of the Board of Trustees.
18. E. Except as this Agreement shall hereinafter otherwise provide, all
19. terms and conditions of employment applicable on the effective date
20. of this Agreement to employees covered by this Agreement as established
21. by the rules, regulations, and/or policies of the Board in force on
22. said date, shall continue to be so applicable during the terms of this
23. Agreement. Unless otherwise provided in this Agreement, nothing con-
24. tained herein, shall be interpreted and/or applied so to eliminate,
25. reduce or otherwise detract from any faculty benefit existing prior to
26. its effective date. This Agreement shall supersede all previous Board
27. or College policies on those matters. The reference to the law is
28. "Section 34: 13A-P.L., of Public Law 303, Laws of 1968."
29. F. This Agreement incorporates the entire understanding of the parties on
30. all matters which were or could have been the subject of negotiation.

ARTICLE VIII

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1971, and shall continue in effect until June 30, 1972, unless the Organization and the Board mutually agree in writing to an extension of its duration.

BOARD OF TRUSTEES

ORGANIZATION

By _____
Chairman

By _____
President

By _____
Chairman, Negotiations Committee

By _____
Secretary

By _____
Member, Negotiations Committee

By _____
Chairman, Negotiations Committee

By _____
Member, Negotiations Committee

By _____
Member, Negotiations Committee

By _____
Member, Negotiations Committee

By _____
Member, Negotiations Committee

By _____
Secretary

DATE OF RATIFICATION: May 18th., 1971

DATE OF COMPLETED SIGNING: _____

APPENDIX I

ATLANTIC COMMUNITY COLLEGE
MAYS LANDING, N. J.

PROFESSIONAL STAFF SALARY RANGES

<u>ACADEMIC RANK</u>	<u>SALARY RANGES</u>	<u>MINIMUM QUALIFICATIONS</u>
Instructor	\$ 7,400 - \$10,500	Bachelor's Degree plus two years full-time teaching; OR Master's Degree without teaching, or equivalent.
Assistant Professor II	\$ 8,600 - \$12,500	Master's Degree plus Minimum of three years full-time teaching, or equivalent.
Assistant Professor I	\$ 9,700 - \$15,500	Master's Degree plus thirty additional graduate credits and a minimum of four years full-time teaching, or equivalent.
Associate Professor	\$11,400 - \$17,500	Master's Degree plus sixty additional graduate credits and a minimum of six years full-time teaching, (with at least two at the collegiate level) or equivalent.
Professor	\$13,300 - \$20,000	Doctorate Degree plus a minimum of eight years full-time teaching, (with at least two at the collegiate level) or equivalent.

REV. 5/71

Hereafter there will be a \$200 award to a faculty member who is promoted to the next higher rank.

APPENDIX II

ATLANTIC COMMUNITY COLLEGE

For the Academic Year 1971-72 an across-the-board raise of \$800 has been agreed upon.

Overload Salary Schedule
Fall and Spring, 1971-72

	<u>ACC Faculty</u>
Instructor	\$200
Assistant Professor II	\$225
Assistant Professor I	\$250
Associate Professor and Professor	\$275

Summer Session Salary Schedule
1971-72

	<u>ACC Faculty</u>
Instructor	\$225
Assistant Professor II	\$250
Assistant Professor I	\$275
Associate Professor and Professor	\$300

Coaching Salaries
1971-72

Baseball	\$1,000
Basketball	\$1,200
Crew	\$ 500
Cross-Country	\$ 500
Golf	\$ 500
Soccer	\$1,000
Tennis	\$ 500
Wrestling	\$1,000
