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ATLANTIC COMMUNITY COLLEGE
ORGANIZATION
OF
SUPERVISORY AND ADMINISTRATIVE PERSONNEL

1975-1977

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RUTGERS UNIVERSITY

TABLE OF CONTENTS

		<u>PAGE NO.</u>
<u>ARTICLE I</u>	<u>RECOGNITION</u>	1
<u>ARTICLE II</u>	<u>RIGHTS</u>	1
	A. Right to Organize	1
	B. Rights of Chairpersons	2
	C. Additional Rights	2
	D. Use of College Facilities	3
	E. Non Discrimination	3
	F. Grant Funded Position	3-4
<u>ARTICLE III</u>	<u>NEGOTIATION OF SUCCESSOR AGREEMENT</u>	4
<u>ARTICLE IV</u>	<u>CONDITIONS OF EMPLOYMENT</u>	4
	A. Compensation	4
	B. Administrative Personnel	4
	C. Department Chairpersons	5
	D. Outside Employment	5
	E. Committee Membership	5
	F. Academic Calendar	6
	G. Summer Office Hours	6
	H. Travel	6
<u>ARTICLE V</u>	<u>ACCOSAP BENEFITS</u>	6
	A. Advance Study	6-7
	B. Service in Professional Organization	7
	C. Sabbatical Leave	7
	D. Maternity Leave	7-8
	E. Admission to Courses	8
	F. Graduate Study Compensation	8
	G. Paid Leave of Absence	9-10
<u>ARTICLE VI</u>	<u>GRIEVANCE PROCEDURE</u>	10-14
	A. Definition	10
	B. Procedure	10
	C. Rights of Representation	14
<u>ARTICLE VII</u>	<u>CONTRACTS</u>	14-15
<u>ARTICLE VIII</u>	<u>MISCELLANEOUS</u>	15
	A. Medical Examination	15
	B. Copies of Agreement	15
	C. Separability	16
	D. Ratification	16
	E. Savings Clause	16
	F. Management Rights	17
	G. Health Insurance	17-18
<u>ARTICLE IX</u>	<u>DURATION OF AGREEMENT</u>	18
	Appendix I Compensation Schedule	19
	Appendix II Compensation Schedule	20
	Appendix III Compensation Schedule	21

AGREEMENT BETWEEN
 THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE
 OPERATING UNDER PROVISION OF PUBLIC LAW OF 1968, CHAPTER 303
 OF THE STATE OF NEW JERSEY, AND
 ATLANTIC COMMUNITY COLLEGE ORGANIZATION OF
 SUPERVISORY AND ADMINISTRATIVE PERSONNEL

This Agreement entered into this 1st day of July, 1975, 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 negotiation as defined in New Jersey Public Laws of 1968, Chapter 303, for all full-time Professional Supervisory and Administrative Personnel, including:

1. Department Chairpersons and Area Coordinators
2. Twelve (12) Month 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
Information Serv	Registrar	Hispanic Studies	Activities	Ass't Registrar
EOF Program	Accounting	Day Care Center	Upward Bound	Head Teacher
Librarian	Data Processing	Career Ladders	Health Services	(Day Care Center)
	Student Financial Aid	Testing	Senior Adults	Ass't Develop-
	Educational Centers		Special Services	mental Studies
			Cooperative Education	Ass't EOF
			Veteran's Affairs	

ARTICLE II
RIGHTS

A. Right to Organize

Pursuant to Public Laws of 1968, Chapter 303 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 Department Chairpersons and Area Coordinators

The Board agrees to extend all Department Chairpersons and Area Coordinators, who are also teaching members of the College, the rights and privileges in the areas of academic freedom, bookstore discount, evaluation of students, evaluation of faculty, personnel files, professional position vacancies, reduction in force, and notice and issue date of employment contracts which are extended to full-time teachers. The Board recognizes that the majority of contractual employment responsibilities of Department Chairpersons and Area Coordinators is devoted to instruction of students, and, as such, the Board will not impose upon teaching members of ACCOSAP restrictions which, as forementioned, are not imposed upon the full-time faculty of the College unless specifically referred to in this Master Agreement.

C. Additional Rights

1. 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.
2. 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.

D. 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.

E. 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.

F. 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.

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 303, Public Laws 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. ACCOSAP shall submit a proposal to the Board on or about September 1, 1976. Negotiations between the parties shall begin on or about October 1st thereafter. Any agreement so negotiated shall apply to all members of the bargaining unit be reduced in writing, ratified and signed by the Board and ACCOSAP, and be adopted by the Board.

ARTICLE IV
CONDITIONS OF EMPLOYMENT

A. Compensation (All Members)

See Appendix I, II, and III (Pages 19, 20 and 21.)

B. Administrative Personnel (Twelve (12) 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.

G. Department Chairpersons & Area Coordinators

1. The teaching load of Department Chairpersons should be reduced according to the following formula:

- a. Chairpersons whose departments have from one (1) to nine (9) members, including the Chairperson, shall be twenty-one (21) contact hours per year.
- b. Chairpersons whose departments have ten (10) or more members, including the Chairperson, shall be eighteen (18) contact hours per year.

2. Area Coordinators shall have a load of twenty-one (21) contact hours per year. Additional reduction in teaching load may be made in consultation with the Dean of the College with the approval of the President. Factors to be considered in such a reduction in teaching load will be the supervisory duties, size and complexity of the budget, plant operations and equipment responsibilities, and the number of career programs in the department and/or division.

3. Overloads for these chairpersons and coordinators shall be paid only after the Spring schedules are contracted.

4. Chairpersons and Coordinators may not accept and are not to be offered overloads until after they have been given written permission from the Division Chairpersons.

D. 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.

E. Committee Membership

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

F. Academic Calendar

1. ACCOSAP shall have the privilege of inquiring into and recommending the establishment of or any changes in the Academic Calendar.
2. Department Chairpersons and Area Coordinators shall be available for in-person decision making during the entire main campus registration.

G. Summer Office Hours

Summer office hours for Department Chairpersons and Area Coordinators may be required by mutual agreement via pre-arranged negotiations with the Division Chairpersons.

When required, compensation will be paid at the rate of \$10 per hour for the academic year 1975-76 and \$12.50 per hour for the academic year 1976-77.

H. Travel

1. Travel is authorized by the Dean of the College 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 thirteen cents (13¢) per mile for the academic year 1975-76 and fourteen cents (14¢) for the academic year 1976-77 will be paid for excess travel to their assignment and the amount to be paid the instructor will be determined at the beginning of the semester. This arrangement would originate from the Dean of the College's office.

ARTICLE V
ACCOSAP BENEFITS

A. Advance Study

A leave of absence of one (1) year may be granted by the

Board of Trustees to any member upon application for the purpose of advanced study 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 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

The policy established for teaching faculty shall apply equally to all ACCOSAP members.

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 (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 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) days paid vacation 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 and four (4) days for each ten (10) month ACCOSAP member. Charges against pool shall be made after July 1, 1976, 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 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.

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 American Arbitration Association whose rules shall likewise govern the arbitration proceeding. The College and the grievant shall not be permitted to assert in such arbitration proceeding any ground or to rely on evidence not previously disclosed to the other party. 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 advisory.
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.

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

B. Copies of Agreement

Sufficient copies of this 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. The reference to the law is "Section 34:13A-5.3, of Public Laws of 1968".

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

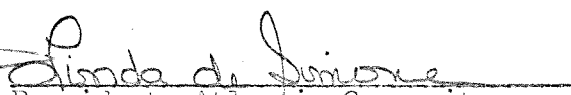
This Agreement shall be in effect from July 1, 1975, and shall continue in effect until June 30, 1977, unless the ACCOSAP and the Board mutually agree in writing to an extension of its duration.

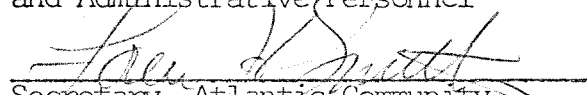
FOR THE BOARD:

FOR THE ORGANIZATION:


Chairman, Board of Trustees


Secretary, Board of Trustees


President, Atlantic Community
College Organization of Supervisory
and Administrative Personnel


Secretary, Atlantic Community
College Organization of Supervisory
and Administrative Personnel

DATE OF RATIFICATION:

March 25, 1975

APPENDIX I
Atlantic Community College
Mays Landing, NJ

Department Chairpersons/Area Coordinators

<u>ACADEMIC RANK</u>		<u>SALARY RANGE</u>	<u>MINIMUM QUALIFICATIONS</u>
Instructor	1975-76	\$8,190-\$11,550	Bachelor's Degree plus two years full-time teaching; OR Master's Degree without teaching or equivalent
	1976-77	\$8,436-\$11,897	
Assistant Professor	1975-76	\$9,450-\$16,695	Master's Degree plus minimum of three years full-time teaching or equivalent
	1976-77	\$9,734-\$17,196	
Associate Professor	1975-76	\$11,970-\$18,375	Master's Degree plus a minimum of six years full-time teaching (with at least five at the collegiate level) or equivalent
	1976-77	\$12,329-\$18,926	
Professor	1975-76	\$13,965-\$21,000	Doctorate Degree plus a minimum of eight years full-time teaching (with at least seven at the collegiate level) or equivalent
	1976-77	\$14,384-\$21,630	

For the Academic Year 1975-76, an across-the-board raise of 10% over the previous year's base salary shall be granted. Anyone reaching the maximum of his/her salary range shall receive no less than 5% (i.e. cost of living increase in the salary range) increase over the prior year's salary.

For the Academic Year 1976-77, an across-the-board raise of \$940 over the previous year's base salary shall be granted. Anyone reaching the maximum of his/her salary range shall receive no less than 3% (i.e. cost of living increase in the salary range) increase over the prior year's salary.

APPENDIX II
Atlantic Community College
Mays Landing, NJ

Twelve (12) Month Administrative Personnel

CLASSIFICATION:

SALARY RANGE

Director I

Counseling	1975-76	\$15,000-\$22,250
Information Services	1976-77	\$15,500-\$22,750
E.O.F. Program		
Librarian		

Director II

Admissions	1975-76	\$14,630-\$22,000
Registrar	1976-77	\$15,130-\$22,500
Accounting		
Data Processing		
Student Financial Aid		
Educational Centers		

Director III

Placement	1975-76	\$12,540-\$19,250
Hispanic Studies	1976-77	\$13,040-\$19,750
Day Care Center		
Career Ladders Program		
Testing		

Director IV

Student Activities	1975-76	\$9,900-\$17,490
Upward Bound Program	1976-77	\$10,400-\$17,990
Health Services		
Senior Adults Program		
Special Services Program		
Cooperative Education Program		
Veteran's Affairs		

Director V

Ass't Admissions	1975-76	\$8,580-\$12,100
Ass't Registrar	1976-77	\$9,080-\$12,600
Head Teacher (Day Care Center)		
Ass't Developmental Studies		
Ass't E.O.F.		

For the Academic Year 1975-76, an across-the-board raise of 10% over the previous year's salary shall be granted. Anyone reaching the maximum for his/her salary range shall receive no less than 4.3% increase over the prior year's salary.

For the Academic Year 1976-77, an across-the-board raise of \$940 over the previous year's salary shall be granted. Anyone reaching the maximum of his/her salary range shall receive no less than 3% (i.e. cost of living increase in the salary ranges) increase over the prior year's salary.

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.

APPENDIX III
Atlantic Community College
Mays Landing, NJ

Overload Salary Schedule Per Contact Hour, Fall and Spring and Interim Sessions, 1975-77

<u>RANK</u>	<u>AMOUNT</u>
Instructor	\$250
Assistant Professor	\$300
Associate Professor & Professor	\$325

SUMMER SESSION SALARY SCHEDULE

Instructor	\$275
Assistant Professor	\$325
Associate Professor & Professor	\$350

Chairpersons and Area Coordinators

- | | | |
|----|-------------------------|--------------------------|
| A. | Department Chairpersons | \$950 per contract year. |
| B. | Area Coordinators | \$650 per contract year. |