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1988
UNIVERSITY

**1988-1990
AGREEMENT**

between

The Board of Trustees

of Atlantic Community College

Board of Trustees

and

The Academy of Culinary Arts

Faculty Association

[Redacted]



X July 1, 1988 - June 30, 1990

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PREAMBLE

This agreement entered into this 1st day of July, 1988, by and between the Board of Trustees of Atlantic Community College, hereinafter called the Board, and the Academy of Culinary Arts Faculty Association (ACAFA).

ARTICLE I

RECOGNITION

The Board hereby recognizes ACAFA as the exclusive representative for campus level 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

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

B. Rights of ACAFA Members

1. The Board agrees to extend all ACA educators the rights

1. and privileges in the areas of academic freedom,
2. bookstore discount, personnel files, professional
3. position vacancies, and notice and issue date of
4. employment contracts.
5. 2. ACA educators will be entitled to full rights of
6. citizenship and no religious or political activities of
7. any member, or the lack thereof, shall be grounds for
8. any discipline or discrimination with respect to the
9. employment of such members. While the private and
10. personal life of an ACA educator is not ordinarily
11. within the appropriate concern or attention of the
12. Board, it is expected that the educator will conduct his
13. or her life style in an acceptable standard of behavior.
14. C. Use of College Facilities
15. 1. ACAFA and its representatives will have the right to use
16. the College facilities for meetings only when said use
17. does not interfere with the normal operation of the
18. College.
19. 2. Duly authorized representatives of ACAFA will be
20. permitted to transact official business on College
21. property, provided that such activity does not interfere
22. with the normal operation of the College or the
23. performance of their regular duties.
24. 3. ACAFA will have the right to use College equipment when
25. such equipment is not otherwise in use provided the

1. college is notified in advance. Payment will be made
2. for any expendable supplies used for ACAFA purposes and
3. ACAFA will be liable for damages to any equipment used
4. for said purposes.

5. 4. ACAFA will have the right to post notices of the
6. activities and matters of ACAFA concern on College
7. bulletin boards. ACAFA may use the College internal
8. mail service and faculty mail boxes for communication.

9. D. Non-Discrimination

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

15. E. Grant Funding

16. Notwithstanding anything to the contrary contained and
17. provided herein, it is understood and agreed by and between
18. the College and ACAFA that positions established on the
19. basis of grant funding will be contracted solely upon the
20. receipt of said funds. The College will make every effort
21. to notify ACA educators as soon as possible if grant
22. funding is not be renewed or is cut off.

23. F. Personnel Files

24. 1. There will be one designated personnel for each
25. educator. The personnel file will contain pertinent

1. material including evaluations and documents. No
2. written material pertaining to the educator will be
3. used in a hearing except that contained in the
4. designated personnel file.
5. 2. Upon reasonable notice, an educator can review his/her
6. personnel file with the exception of pre-employment
7. information, including reference inquiries and search
8. committee evaluative criteria. The educator will have
9. the right of Association representation at the time
10. of review which will be conducted in the presence of
11. a designated member of the administration.

12. G. Position Vacancies

13. 1. The President of ACAFA will be alerted to any Academy
14. vacancy or newly created position including
15. administrative, teaching, or academic support
16. positions. Such notice will include duties and a
17. statement of required qualifications.
18. 2. ACA educators who apply for a College/Academy position
19. will be notified of the disposition of his or her
20. application. The College will make every attempt to
21. notify employees prior to the publication of the name
22. of the successful applicant.

24. ARTICLE III

25. NEGOTIATION OF SUCCESSOR AGREEMENT

1. A. Deadline Date

2. The parties agree to enter into collective negotiations
3. over a successor agreement in accordance with Chapter 123,
4. Public Laws 1975, in a good faith effort to reach agreement
5. on all matters concern concerning the terms and conditions
6. of employment. Negotiations between the parties will
7. commence at least one hundred and twenty (120) days prior
8. to the budget submission date. Any agreement so negotiated
9. will apply to all members of the bargaining unit, be
10. reduced to writing, ratified and signed by the Board and
11. the Association, and be adopted by the Board.

12.

13.

ARTICLE IV

14.

CONDITIONS OF EMPLOYMENT

15. A. ACA educators

16. 1. Hours of Accountability

17. a. ACA educators may be assigned up to twenty five
18. (25) hours of classroom teaching a week.

19. b. ACA educators will maintain three academic office
20. hours per week and a total professional work week
21. not to exceed thirty-five hours Monday through
22. Friday.

23. 2 Work Year

24. a. During FY 1988-89 all ACA educators will maintain
25. either the 12 month or 10-month schedule which

1. they had chosen prior to the April 30, 1988
2. notification deadline which was outlined in the
3. previous agreement.
4. b. Effective FY 1989-90 all ACA educators will begin
5. working on a (10) ten month contract.
6. 1. The ten (10) month contract year will
7. consist of:
8. a. One hundred fifty (150) teaching days.
9. In addition, all ACA educators will be
10. available to teach any course or
11. courses which occur between the Fall
12. semester and the Spring semester during
13. the month of January with no additional
14. compensation.
15. b. Ten (10) educator/exam days
16. c. Eight (8) non-instructional days. A
17. maximum of five (5) days may be used at
18. the end of the Spring Semester.
19. 2. Effective July 1, 1988, ten (10) month
20. educators may elect to have their ten (10)
21. month salary distributed over twelve (12)
22. calendar months.
23. B. Outside Employment
24. ACA educators will report any outside employment to the
25. Director of the Academy within one (1) week of accepting

1. the position. ACA educators will not engage in outside
2. employment that interferes with their college
3. responsibilities.
4. C. Committee Membership
5. ACA educators may be asked to serve on standing or ad hoc
6. Academy or college-wide committees.
7. D. Calendar
8. ACA educators will have the privilege of inquiring into and
9. recommending the establishment of or any changes in the
10. Academy calendar.
11. E. Travel
12. 1. Travel is authorized by the appropriate Dean or
13. designee. Specific provisions are stated in the
14. current policy governing TRAVEL.
15. 2. A travel allowance of twenty-two cents (.22) per mile
16. will be paid for excess travel to off campus locations.
17. F. Right of First Refusal
18. Association members will be offered the right of first
19. refusal based upon rotating seniority for teaching
20. assignments which occur during the summer sessions
21. beginning in the Summer, 1989 provided that he or she is
22. qualified to teach the assigned course.
- 23.

24. ARTICLE V
25. BENEFITS

1. A. Advance Study
2. An unpaid leave of absence of up to one (1) year may be
3. granted by the Board to any educator upon application for
4. the purpose of study and/or work if in the opinion of the
5. President such study will benefit the College, and the
6. Academy, as well as the individual. The President with
7. Board approval may extend such leave beyond the one year
8. limit. Upon return from such leave, the ACA educator will
9. be placed in the same or comparable position and at the
10. salary level in which he/she would have been had he/she
11. been at the Academy during such period.
12. B. Service in Professional Organizations
13. An unpaid leave of absence of up to one (1) year may be
14. applied for and granted to any ACA educator by the Board
15. upon application for the purpose of serving in a
16. professional capacity or as an officer of any professional
17. association; if, in the opinion of the President, such
18. services by the educator would benefit the College/Academy
19. as well as the individual. The President may extend, with
20. Board approval, such leave beyond the one year limit. Upon
21. return from such leave, the ACA educator will be placed in
22. the same or comparable position and at the same salary
23. level in which the member would have been had he/she been
24. at the Academy during such period.
25. C. Sabbatical Leave

1. 1. Six Year Residency
2. All ACA educators who have completed six (6) years of
3. service at the College/Academy will be considered
4. eligible for sabbatical consideration.
5. 2. Appropriate Activities
6. The following activities are regarded as appropriate
7. for the granting of sabbatical:
8. (a) Full-time attendance at an accredited college.
9. (b) Any travel/study which may be deemed beneficial
10. to the Academy and/or to the professional
11. development of the ACA educator.
12. (c) Any other appropriate activities, at the
13. discretion of the Sabbatical Leave Committee.
14. 3. Salary
15. ACA educators on sabbatical leave will receive full
16. salary for an academic semester and one half of
17. his or her base salary for a twelve month leave.
18. 4. Return for One Year
19. Any ACA educator receiving a sabbatical leave must
20. return to the College/Academy after that leave for a
21. period of one year.
22. 5. Position on Return
23. Upon return from sabbatical leave, the ACA educator
24. will be placed at the same position on the salary
25. scale on which he or she would have been placed had

1. he or she been employed at the Academy during such
2. period.

3. 6. Application Procedure

4. Application for a sabbatical leave will be filed with
5. the Sabbatical Leave Committee not later than November
6. 1st of the preceding year. ACA educators applying for
7. a sabbatical leave will present to the Committee in
8. his or her own behalf a plan of professional
9. development recognizing such factors as the following:

10. (a) Improvement of service as a professional
11. employee.

12. (b) Contribution to the development of the total
13. College/Academy program.

14. 7. Sabbatical Leave Committee

15. The Sabbatical Leave Committee is composed of the
16. Dean, General and Core Curriculum acting as
17. chairperson; a departmental/divisional chairperson to
18. be selected by the President of the College; two (2)
19. members selected by the President of the Education
20. Association; two (2) members of ACCOSAP selected by
21. the President of ACCOSAP; and, one (1) ACA educator
22. selected by the President of ACAFA.

23. 8. Sabbatical Report

24. Upon return from sabbatical leave the filing of a
25. report may be required.

1. D. Maternity Leave
2. An ACA educator covered by this Agreement requesting
3. unpaid maternity leave will:
4. 1. Make application in writing to the Director of Human
5. Resources and the Director of the Academy within two
6. (2) weeks of confirmation of such pregnancy by her
7. attending physician.
8. 2. Notify the Director of Human Resources and the
9. Director of the Academy in writing sixty (60) days
10. prior to the date of commencement of such leave.
11. 3. Supply the Director of Human Resources with
12. certification from the educator's physician of the
13. educator's ability to continue to satisfactorily
14. perform her duties.
15. 4. Supply the Director of Human Resources with a
16. physician's certificate attesting to the educator's
17. ability to satisfactorily return and perform her
18. duties. Return to work will start at the beginning of
19. the semester or block.
20. 5. Reappointment will not be denied on the basis of
21. pregnancy alone. If the educator is granted
22. reappointment, the above maternity leave shall
23. continue to its termination.
24. 6. Upon termination of maternity leave, the educator will
25. return to the same or comparable position and at the

1. same salary level in which the educator would have
2. been had she been employed at the college during said
3. period.
4. E. Adoption/Custody
5. Any educator adopting or assuming legal custody of an
6. infant pre-school child will receive similar unpaid leave
7. which will commence upon receiving defacto custody of the
8. child or earlier if necessary to fulfill the requirements
9. for the adoption or custody period. In the event of
10. contemplated adoption or custody the educator will notify
11. the Director of Human Resources and the Director of the
12. Academy of his/her plans and keep the college informed of
13. developments to the best of his or her ability.
14. F. Child Rearing Leave
15. The President may recommend to the Board an extension of
16. the child rearing leave of absence.
17. G. Admission to Courses
18. Currently employed ACA educators, their dependents,
19. including husband, wife, and children, and retired ACA
20. educators will be granted tuition free entrance for credit
21. or audit to any courses offered by the College wherein
22. tuition charges are set by the Atlantic Community College's
23. Board of Trustees.
24. H. College Study Compensation
25. ACA educators who take college or graduate level course

1. work from an accredited college may apply to the Sabbatical
2. Leave Committee for compensation towards tuition
3. reimbursement at a maximum of \$300 per semester for
4. undergraduate or \$400 per semester for graduate work.

5. I. Paid Leave of Absence

6. 1. Effective July 1, 1988 (12 month) ACA educators will
7. earn two (2) paid vacation days per month of
8. service for FY 1988-89. Ten (10) month educators
9. do not accrue paid vacation days. Unused vacation
10. days may accumulate to a total of thirty (30) days
11. retroactive to date of initial employment. ACA
12. educators will request vacation time at least two
13. (2) weeks prior to the starting dates. Vacation time
14. will not be given during the Academic semester unless
15. the educator is not teaching. Final approval for
16. vacation will reside with the Director of the Academy.
17. ACA educators will make every effort to use all
18. accrued vacation prior to July 1, 1989. In the event
19. such vacation is not used, it may be carried forward
20. and will be paid at rates in effect upon retirement
21. or termination of employment.

22. 2. ACA educators will accumulate one (1) day sick
23. leave per full month worked.

24. 3. Effective July 1, 1989 all ACA educators shall be
25. entitled to the following temporary non-accumulative

1. leaves of absence with full pay each year. These
2. shall be in addition to any sick leave to which the
3. educator is entitled.
4. a. Business/Legal/Religious
5. Up to four (4) days leave of absence for
6. religious, business or legal matters which
7. require absence during working days shall be
8. granted.
9. Educators shall not be asked to specify the
10. purpose of the leave.
11. b. Bereavement
12. Up to three (3) days leave of absence will be
13. granted at any one time upon the death of an
14. educator's spouse, child, step-child or ward,
15. parent, step-parent, foster parent, grandparent,
16. parents or grandparents of spouse, or any other
17. member of the family unit living in the same
18. household, no matter what degree the
19. relationship. Whenever possible, a forty-eight
20. (48) hour written notice to the Director of the
21. Academy will be given by the educator planning
22. to take a leave.
23. J. Paid Holidays
24. Effective FY 1988-89 only twelve (12) month ACA educators
25. are entitled to the following paid holidays. If the

1. Academy is open on any of these holidays, compensatory days
2. will be scheduled. Should any holiday fall on Saturday or
3. Sunday, a compensatory day will be scheduled. Effective
4. July 1, 1989, no ACA educator will be entitled to pay or
5. compensatory time for holidays.

6. Independence Day

7. Labor Day

8. Columbus Day

9. General Election Day

10. Thanksgiving Day

11. Veteran's Day

12. Martin Luther King Day

13. Christmas Day

14. New Year's Day

15. President's Day

16. Good Friday

17. Memorial Day

18. K. Leave Retirement Payment

19. A retirement payment shall be effective July 1, 1989, based
20. on accumulated sick leave days, including the following
21. provisions:

22. 1. The reimbursable rate shall be the employee's base
23. salary at time of retirement.

24. 2. An employee will make reasonable effort to notify the
25. college in writing six months in advance of their

1. plans to retire.
2. 3. Members must have ten (10) years of service to be
3. eligible.
4. 4. The payout shall not exceed 30% of the accrued leave
5. nor shall the total payment exceed \$3,500.
6. L. Sick Leave Pool
7. 1. Effective July 1, 1988 a sick leave pool will be
8. created with each unit member contributing five (5)
9. sick days per year to the pool.
10. 2. The College will contribute on a one time only basis
11. forty five (45) days for a start-up total of 130 days.
12. 3. When the Association's contribution to the pool
13. reaches one hundred thirty (130) days, the Association
14. will begin to pay back to the college the forty five
15. (45) days at a proportionate rate not to exceed five
16. (5) days per unit member.
17. 4. An ACA educator may access the sick leave pool under
18. the following conditions:
19. a. All sick, vacation and compensatory leave has
20. been exhausted.
21. b. A five (5) day period of absence precedes the
22. access.
23. c. The maximum an educator may charge against the
24. pool shall not exceed forty five (45) days
25. provided an unused balance remains in the pool.

1. 5. The College will maintain records of days accumulated
2. and used by individual members, itemizing all credits
3. and charges, so that a member can claim for credit all
4. of his or her unused days in the event of any of the
5. following:
6. a. A statute is enacted that would allow an
7. individual to use personal accumulated sick leave
8. for compensation upon retirement.
9. b. He or she should no longer be recognized as a
10. member of ACAFA but still employed by the Board.
11. c. This program should no longer be sustained by
12. subsequent agreements.
13. 6. No claim for pool credits shall be made by any member
14. whose absence is due to a workmen's compensation
15. injury or illness as prescribed by law nor who is
16. eligible for long-term disability compensation as
17. provided by the applicable retirement program of which
18. he or she is a qualified member.

19.

20. ARTICLE VI

21. GRIEVANCE PROCEDURE

22. A. Definition of a Grievance
23. A grievance is a claim or complaint by one or more ACA
24. educators or by ACAFA, hereinafter collectively referred to
25. as a "grievant," based upon an alleged violation,

1. misrepresentation or misapplication of any provision of
2. this Agreement, or any existing rule, order or regulation
3. of the Board of Trustees or the President of the College.

4. B. Procedure

5. In the event a grievant invokes this Grievance Procedure,
6. the grievant will:

7. 1. Reduce the grievance to writing and mail or deliver it
8. to the Director of the Academy. The written grievance
9. will state the nature of the grievance and the remedy
10. requested. The written grievance will be dated and
11. signed by the grievant.
12. 2. Within seven (7) working days from the receipt of the
13. grievance, the Director of the Academy will meet with
14. the grievant in an effort to resolve the grievance.
15. The Director, if unable to resolve the grievance
16. informally, will reduce his/her answer to the
17. grievance, in writing, within seven (7) working days
18. of the last meeting with the grievant. A copy of the
19. response will be mailed or delivered to the grievant,
20. and Dean, Career and Special Curriculum.
21. 3. If the grievant is not satisfied with the disposition
22. of the grievance by the Director of the Academy,
23. he or she may appeal in writing to the Dean, Career
24. and Special curriculum within seven (7) working days
25. from the receipt of the Director's response to the

1. grievance.
2. 4. The Dean, Career and Special Curriculum will, within
3. seven (7) working days from the receipt of the appeal,
4. meet with the grievant with the intent to resolve the
5. grievance. The Dean will indicate his/her disposition
6. of their grievance in writing, within seven (7)
7. working days of the last meeting with the grievant. A
8. copy of the Dean's decision will be mailed or
9. delivered to the grievant.
10. 5. If the grievant is not satisfied with the disposition
11. of the grievance by the Dean, Career and Career
12. Curriculum, he or she may appeal in writing to the
13. President or within seven (7) working days from the
14. receipt of the Dean's response to the grievance.
15. 6. The President will, within seven (7) working days from
16. the receipt of the appeal, meet with the grievant with
17. the intent to resolve the grievance. The President
18. will indicate the President's disposition of the
19. grievance in writing, within seven (7) working days of
20. the last meeting with the grievant. A copy of this
21. decision will be mailed or delivered to the grievant.
22. 7. If the grievant is not satisfied with the disposition
23. of the grievance by the President, the grievant, with
24. ACAFA approval, may submit the issue within 30 days to
25. arbitration. If the parties cannot agree on an

1. arbitrator, he or she will be selected pursuant to the
2. rules and procedures of the Public Employment
3. Relations Commission whose rules shall likewise govern
4. the arbitration proceeding. The arbitrator will have
5. no power to alter, add to or subtract from the terms
6. of the Agreement. Both parties agree that the
7. decision of the arbitrator will be binding on both
8. parties.
9. 8. The fees and expenses of the arbitrator will be shared
10. equally by the College and ACAFA.
11. 9. The number of days indicated at each level should be
12. considered a maximum and the parties should work to
13. expedite the process. However, the time limits may be
14. extended by mutual consent.
15. 10. All documents, communications and records dealing with
16. a grievance will not become part of the permanent
17. personnel files of the participants.
18. 11. The grievant and ACAFA will be furnished with relevant
19. information in the possession of the College for the
20. processing of grievances.
21. 12. A grievance must be filed within thirty (30) days
22. from the date on which the act which is the subject
23. matter of the grievance occurred or thirty (30) days
24. from the date on which the grievant should reasonably
25. have known of its occurrence.

1. 13. Nothing herein contained should be construed to limit,
2. deny or restrict, the rights, or remedies,
3. administrative or judicial, to which any grievant may
4. be entitled to under law.
5. 14. A failure on the part of the Dean or President of the
6. College, to make a written determination of the
7. grievance, within the time allowed, shall constitute a
8. denial of the grievance.
9. 15. No reprisals will be taken by the Board or its agents
10. or the ACAFA or its members against any party to the
11. grievance process.
12. 16. All grievance meetings and hearings will be conducted
13. in private and will include parties of interest and/or
14. their designated representatives.
- 15.

16. ARTICLE VII

17. CONTRACTS

18. A. Contracts

19. 1. ACA educators may receive up to five one year
20. contracts. ACA educators will receive their annual
21. contracts or letters of intent no later than March 15
22. of each year.
23. 2. Those educators on one year contracts who the
24. President does not intend to recommend for
25. reappointment to the Board of Trustees will receive in

1. writing a notice of non-reappointment not later than
2. March 1.

3. 3. After five consecutive one year contracts, exclusive
4. of leaves of absence, the college at its option may
5. offer individual educators a contract of two, three or
6. five years.

7. 4. If an ACA educator on a multiyear contract is not to
8. be renewed, he or she will receive at least a one year
9. advance notice of nonrenewal. At the ACA educator's
10. option he or she may request from the Dean, Career and
11. Special Curriculum within thirty (30) days of
12. notification written reasons for the nonrenewal. Upon
13. receipt of the reasons for nonrenewal he or she may
14. request within fifteen (15) days a private meeting to
15. discuss the reasons with the Dean, Special and Career
16. Curriculum. If the educator is not satisfied with the
17. meeting, he or she may within fifteen (15) days
18. request a meeting with the President. The educator
19. and the President will within ten (10) days hold a
20. meeting to further discuss the reasons for nonrenewal.
21. After the meeting the President, within ten (10) days,
22. will render the decision in writing to the educator to
23. either recommend reemployment to the Board or to
24. abide by the original decision not to reemploy the
25. ACA educator.

1. 5. The educator, ACAFA, and College officials are
2. entitled to each have a representative of their choice
3. at the meetings.

4. 6. If the educator decides to resign from his or her
5. position, he or she should provide at least a thirty
6. (30) day notice to the Director.

7.

8.

ARTICLE VIII

9.

DUE PROCESS

10. A. Due Process

11. 1. Due process refers to the standards and procedures
12. which should be followed in dealing with any adverse
13. action brought against an ACA educator by the College.
14. The ACAFA President will be notified within five (5)
15. working days when a written disciplinary action is
16. taken against an ACA educator. These procedures are
17. meant to provide fair and equitable treatment for the
18. individual by insuring as far as possible against
19. arbitrary, capricious or inequitable actions.

20. 2. Appropriate reasons and timely notice will be given
21. within one week to an ACA educator if the college is
22. forced to take discipline action against him or her.

23. 3. The ACA educator will be provided an opportunity to
24. have a conference with his or her supervisor within one
25. day of the disciplinary action.

1. 4. Except for serious breaches of discipline, the
2. following discipline procedures will be sequentially
3. followed:
4. a. Oral warning
5. b. Formal written warning about the violation and
6. required corrective action with a copy to the
7. educator's personnel file.
7. c. Suspension
8. d. Discharge
9. 5. It will be the burden of the College to substantiate
10. its charges and justify its actions through the
11. presentation of proper, relevant and sufficient
12. evidence.
13. 6. The ACA educator and/or his representatives will have
14. the right to present evidence to refute the charges.

15. B. Just Cause

16. No member shall be disciplined or reprimanded without just
17. cause. Any such action asserted by the Board or any agent
18. or representative thereof, shall be subject to the
19. grievance procedure herein set forth.

21. ARTICLE IX
22. MISCELLANEOUS

23. A. Medical Examination

24. 1. Any physical examinations required by law or by the
25.

1. College will be paid by the Board. Free
2. tuberculosis testing will be provided annually to all
3. ACA educators.
4. 2. A bi-annual physical examination at the request of the
5. educator will be paid for by the Board to a maximum of
6. \$100.
7. B. Copies of Agreement
8. Sufficient copies of the Agreement will be reproduced by
9. the College and distributed to all ACA educators.
10. C. Separability
11. If any provision of this Agreement or any application of
12. this Agreement is found to be contrary to law, then such
13. provision or application will not be deemed valid and
14. subsisting except to the extent permitted by law, but all
15. other provisions or applications of this Agreement will
16. continue in full force and effect.
17. D. Ratification
18. This Agreement will be subject to ratification by the ACA
19. educators and by the Board of Trustees.
20. E. Management Rights
21. 1. ACAFA recognizes that the President through the Board
22. has the responsibility and authority to manage all
23. the operations and activities of the College to the
24. full extent authorized by the Board and by Law. The
25. exercise of these powers, rights, authority, duties

1. and responsibilities by the President and Board and
2. the adoption of such rules, regulations and policies
3. as they may deem necessary will be limited only to
4. the specific and expressed terms of this Agreement.
5. 2. ACAFA agrees and recognizes that the Board reserves to
6. itself sole jurisdiction and right, in compliance with
7. the laws of the State of New Jersey and the rulings of
8. the State Board of Higher Education, to hire, assign,
9. promote, demote, transfer and direct ACA educators
10. covered by this Agreement or to take disciplinary
11. action against ACA educators (up to and
12. including discharge) for just cause, to direct college
13. operations, and to take whatever other actions may be
14. necessary to accomplish the mission of the College
15. except as may be specifically provided by the language
16. of this Agreement.

17. F. Health Insurance

18. Participation in the New Jersey Health Benefits Program
19. will be non-contributory to the ACA educator as certified
20. by the Division of Pensions with coverage of dependents,
21. including children up to the age twenty-three (23). This
22. coverage is Blue Cross Hospitalization, Blue Shield Medical
23. and Surgical, extended coverage, and Prudential Major
24. Medical, or equal coverage and becomes effective for a new
25. ACA educator the first day of the month following sixty

1. (60) days of employment.

2. G. Dental Coverage

3. The College provides a full family co-insurance dental
4. program with 100% coverage for preventive and diagnostic
5. care; 80% coverage for basic services including oral
6. surgery, endodontic, periodontic and basic restorative
7. benefits (amalgam, synthetic, porcelain and plastic
8. restorations for treatment of carious lesions); and 50%
9. coverage for major restorative (crowns inlays and gold
10. restorations) and prosthodontic (bridges, partial and
11. complete dentures) benefits with a \$1,000 maximum per
12. family member per year with no deductible applied. The
13. selection of the insurance carrier will be at the sole
14. discretion of the college.

15. H. Prescription Plan

16. The Blue Cross Prescription Program is provided based on
17. \$2.00 co-pay which excludes contraceptives. The College
18. will pay the premium for the ACA educator and eligible
19. dependents. New educators will be eligible for membership
20. at the beginning of the month following sixty (60)
21. consecutive days of employment.

22.

23.

24.

25.

1. I. Vision Care

2. A vision care program is provided by the College for ACA
3. educators and eligible dependents which will provide the
4. following benefits on a one time basis, except the eye
5. exam, which shall be available once every two (2) years.
6. The following fee reimbursement shall be governed by the
7. year in which the service was performed.

	<u>1st Year</u>	<u>2nd Year</u>
9. Exam, up to	\$33	\$50
10. Frames, up to	24.60	50
11. Per lens, up to	19	25
12. Per lens, (Bifocals) up to	26	30
13. Per lens, (Trifocals) up to	34	40
14. Per lens, (Lenticular) up to	40	40
15. Per lens, (Cat.Conts) up to	117	150
16. Per lens, (contacts) up to	26	50

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

20. J. Disability Insurance

21. The College will provide \$50.00 per employee per annum for
22. the purpose of funding a disability insurance program.

23. K. Teaching Compensation

24. Commencing July 1, 1988, ACA educators who teach during non

1. teaching hours will be compensated on an overload basis at
2. the rate of \$20.00 per hour. Commencing July 1, 1989 ACA
3. educators will be compensated at an overload rate of \$21.00
4. per hour.

5. L. Professional Development

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

12.
13. ARTICLE X

14. SALARY

15.
16. A. ACA educators will receive a 7% base salary increase for FY
17. 1988-89.

18. B. ACA educators on a ten (10) month contract for the 1988-89
19. fiscal year will receive a 10% increase on base salary for
20. FY89-90.

21. C. Effective July 1, 1989, ACA educators who have been
22. classified as 12 month throughout fiscal year 1988-89 will
23. be reclassified as 10 month employees and will receive no
24. base salary increase for fiscal year 1989-90.

25. D. The minimum annual salary for fulltime ACA educators for

1. fiscal year 1988-89 will be \$25,000. The minimum annual
2. salary for full time ACA educators for fiscal year 1989-90
3. will be \$26,000.

4.

5.

ARTICLE XI

6.

AGENCY SHOP

7. 1. Under the authority of N.J.S.A. 34:13A-5.4, each member of
8. the bargaining unit who is not a member in good standing of
9. the Association on July 1, 1988 shall, except as set forth
10. herein below, be required, as a condition of employment, to
11. become a member of the Association or commence and maintain
12. representation payments equal to 85% of the total of
13. regular membership dues, initiation fees and assessments.
14. The foregoing provision shall apply to each member
15. commencing on the 1st day of the month following three (3)
16. months of employment or the 30th day following the
17. effective date of this provision, whichever is the later.
18. 2. Deductions shall be made only in accordance with the
19. provisions of a Payroll Deduction Authorization form,
20. together with the provisions of this Agreement. The
21. Payroll Deduction Authorization form is set forth in
22. Appendix A of this Agreement.
23. 3. A properly executed copy of such payroll deduction
24. authorization for each bargaining unit member for whom the
25. Association membership dues or representation fee are to be

1. deducted hereunder shall be delivered to Human Resources
2. before any payroll deductions are made. Deductions shall
3. be made thereafter only under Payroll Deduction forms which
4. have been properly executed and are in effect. In the
5. event an employee refuses to authorize the deduction for
6. representation fee, the Association shall forward a memo
7. notifying the College of such refusal.
8. 4. Deductions under all properly executed Payroll Deduction
9. Authorization forms shall become effective at the time the
10. application is tendered to the Human Resource Office and
11. shall be deducted from the first (1st) pay period beginning
12. after that date and each pay period thereafter provided the
13. bargaining unit member has sufficient net earnings to cover
14. such payment.

16. ARTICLE XII

17. REDUCTION IN FORCE

18. A. Association Notification

19. If a general reduction in force is being considered, the
20. College will notify and consult with ACAFA as soon as
21. practical, but except in extreme emergency not less than
22. ninety (90) days before the reduction in force is to take
23. place. The College will discuss with ACAFA the reasons for
24. determining that a reduction of staff is deemed necessary.
25. Reduction in force for ACA educators will be according to

1. reverse order of seniority, qualifications as determined by
2. the certification standards as set forth by the National
3. Chefs Association or other comparable and unassailable
4. compensating qualifications and teacher performance
5. evaluations.

7. ARTICLE XIII

8. EVALUATION

9. A. General Procedures

10. Each ACA educator shall be evaluated at least once per
11. fiscal year. The evaluations will take place during the
12. Fall Semester with all evaluations being completed and
13. submitted to the educator and the office of Human Resources
14. not later than November 30th of each year.

15. B. Pre-Observation Conference

16. The evaluations shall commence with a pre-observation
17. conference with the Director of the ACA or his assistant.
18. This meeting will be scheduled at least five (5) working
19. days prior to the observation with its purpose to discuss a
20. time table for the observation and to review the instrument
21. of evaluation (the Academy of Culinary Arts Educator
22. Evaluation Report). See appendix A.

23. C. Class Observation

24. The in class observation shall take place on the day
25. discussed in the pre-observation meeting. In the event of

1. a change in the date, an alternate day will be scheduled
2. within five (5) working days of the original observation
3. date.
4. D. Post Observation
5. A post observation conference with the Director or the
6. Assistant Director will be held within five (5) working
7. days of the observation to discuss the evaluation. A copy
8. of the completed report will be given to the educator, a
9. second copy will be sent to the office of Human Resources
10. to be held in the employee's permanent file. The
11. evaluation report shall be signed by the Director or his
12. assistant and by the employee. The signature of the
13. employee does not constitute acceptance of the evaluation
14. but that the educator has been given the opportunity to
15. review the report. The employee may also provide an
16. addendum to the evaluation which will be attached to the
17. form and included in the permanent file.

ARTICLE XIV

DURATION OF AGREEMENT

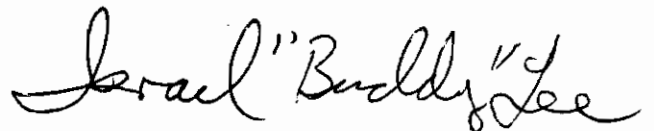
This agreement shall be in effect from July 1, 1988, and shall continue in effect until June 30, 1990, unless ACAFA and the Board mutually agree in writing to an extension of its duration.

FOR THE BOARD:

FOR THE ASSOCIATION:



Chairperson
Board of Trustees



President, Academy of
Culinary Arts Faculty
Association



Secretary
Board of Trustees



Secretary, Academy of
of Culinary Arts Faculty
Association

DATE OF RATIFICATION

October 25, 1988

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:

Organization:

ACAFA

Dated

Employee Signature



CHIEF EDUCATOR EVALUATION REPORT

OBJECTIVES	NAME	PROGRAM	RATINGS				VISITATION DATE	COMMENT
			S	A	AM	NA	NO	
A. COURSE PLANNING AND PREPARATION								
1. Prepares and maintains a daily lesson plan book according to administrative regulations.								
2. Writes and uses appropriate performance objectives.								
3. Prepares and delivers a lesson which is student oriented.								
4. Prepares and makes available appropriate plans and supplies for substitute teachers.								
5. Assists in continuation of course curriculum development.								
B. INSTRUCTIONAL TECHNIQUES								
1. Uses varied teaching techniques including media assisted presentations as appropriate.								
2. Individualizes instruction as needed by students.								

RATING KEY: S - Superior; A - Acceptable; AM - Acceptable w/modification; NA - Not Acceptable; NO - Not Observed

B. INSTRUCTIONAL TECHNIQUES (Cont'd)

- 3. Promotes student participation in the learning activity.
- 4. Coordinates Laboratory Learning experiences.
- 5. Uses the bulletin board in an appropriate manner.
- 6. Implements a student "check out" procedure for tools, supplies, and equipment.

S A AM NA NO

COMMENT

C. EVALUATION

- 1. Prepares appropriate written and/or oral tests related to desired performance outcomes.
- 2. Administers tests for diagnostic and measurement purposes in subject area. (course content)
- 3. Uses consistent and established methods for grading and recording student progress.
- 4. Keeps students aware of their progress and grades.
- 5. Uses performance rating scale to evaluate the students knowledge, skill and attitude in the performance of a specific task or assignment.

	S	A	AM	NA	NO	COMMENT
3. Promotes student participation in the learning activity.	_____	_____	_____	_____	_____	_____
4. Coordinates Laboratory Learning experiences.	_____	_____	_____	_____	_____	_____
5. Uses the bulletin board in an appropriate manner.	_____	_____	_____	_____	_____	_____
6. Implements a student "check out" procedure for tools, supplies, and equipment.	_____	_____	_____	_____	_____	_____
1. Prepares appropriate written and/or oral tests related to desired performance outcomes.	_____	_____	_____	_____	_____	_____
2. Administers tests for diagnostic and measurement purposes in subject area. (course content)	_____	_____	_____	_____	_____	_____
3. Uses consistent and established methods for grading and recording student progress.	_____	_____	_____	_____	_____	_____
4. Keeps students aware of their progress and grades.	_____	_____	_____	_____	_____	_____
5. Uses performance rating scale to evaluate the students knowledge, skill and attitude in the performance of a specific task or assignment.	_____	_____	_____	_____	_____	_____

S A AM NA NO

COMMENT

E. STUDENT BEHAVIOR AND CONTROL

- 1. Strives to develop and maintain a professional environment.
- 2. Implements approved Board and Administrative policy.
- 3. Follows student break procedure as mandated by A.C.A. policy.

_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

F. SAFETY

- 1. Follows established fire drill regulations.
- 2. Follows the established procedure for taking care of medical emergencies and other needs of students consistent with A.C.A. policy.
- 3. Provides safety instruction as part of instructional course content.
- 4. Establishes a safety procedure in the shop/laboratory.
- 5. Maintains in file a safety instruction record form for each student.

_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

G. GUIDANCE AND COUNSELING

- 1. Works with student personnel counselor in analyzing, diagnosing and meeting students' needs.
- 2. Supplies the student personnel counselor with data regarding student performance when necessary.

_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

ACADEMY OF CULINARY ARTS

INDIVIDUAL IMPROVEMENT PLAN

CHEF EDUCATOR _____

SUPERVISOR _____

SUBJECT _____

DATE _____

SUPERVISOR'S SIGNATURE _____

EDUCATOR'S SIGNATURE _____

DATE OF EVALUATION CONFERENCE(S) _____

DATE OF ANNUAL CONFERENCE(S) _____

RELATED SUBJECTS EDUCATOR EVALUATION REPORT

<u>NAME</u>	<u>PROGRAM</u>	<u>RATINGS</u>	<u>COMMENTS</u>
		S A AM NA NO	
A. COURSE PLANNING AND PREPARATION			
1. Prepares and maintains a weekly lesson plan book according to administrative regulations.	_____	_____	_____
2. Writes and uses appropriate performance objectives.	_____	_____	_____
3. Prepares and delivers a lesson which is student oriented.	_____	_____	_____
4. Prepares and makes available appropriate plans and supplies for substitute teachers.	_____	_____	_____
5. Assists in continuation of course curriculum development.	_____	_____	_____
B. INSTRUCTIONAL TECHNIQUES			
1. Uses varied teaching techniques including media assisted presentations as appropriate.	_____	_____	_____
2. Individualizes instruction as needed by students.	_____	_____	_____

RATING KEY: S - Superior; A - Acceptable; AM - Acceptable w/modification; NA - Not acceptable; NO - Not observed

S A AM NA NO

COMMENT

E. STUDENT BEHAVIOR AND CONTROL

- 1. Strives to develop and maintain a professional environment.
- 2. Implements approved Board and Administrative policy.

F. SAFETY

- 1. Follows established fire drill regulations.
- 2. Follows the established procedure for taking care of medical emergencies and other needs of students consistent with A.C.A. policy.

G. GUIDANCE AND COUNSELING

- 1. Works with student personnel counselor in analyzing, diagnosing and meeting students' needs.
- 2. Supplies the student personnel counselor with data regarding student performance when necessary.
- 3. Establishes rapport with students.
- 4. Strives to establish professional guidance.

H. SCHOOL ACTIVITIES

- 1. Keeps students informed about student association activities.
- 2. Cooperates with students in activities to promote social and cultural growth.

I. DATA AND RECORDS

1. Maintains an adequate record of attendance, grades and student performance.
2. Maintains a filing system for records and reports.

J. CLASS MANAGEMENT

1. Takes attendance during class period.
2. Maintains a consistent policy for class management.
3. Makes effective use of time throughout the instructional period.
4. Maintains student sign-out log for time out of class .(student activities)

K. ADMINISTRATION AND STAFF RELATIONSHIPS

1. Maintains a working relationship with faculty and administration.

S A AM NA NO

COMMENT

ACADEMY OF CULINARY ARTS

INDIVIDUAL IMPROVEMENT PLAN

RELATED SUBJ. EDUCATOR _____

SUPERVISOR _____

SUBJECT _____

DATE _____

SUPERVISOR'S SIGNATURE _____

EDUCATOR'S SIGNATURE _____

DATE OF EVALUATION CONFERENCE(S) _____

DATE OF ANNUAL CONFERENCE(S) _____