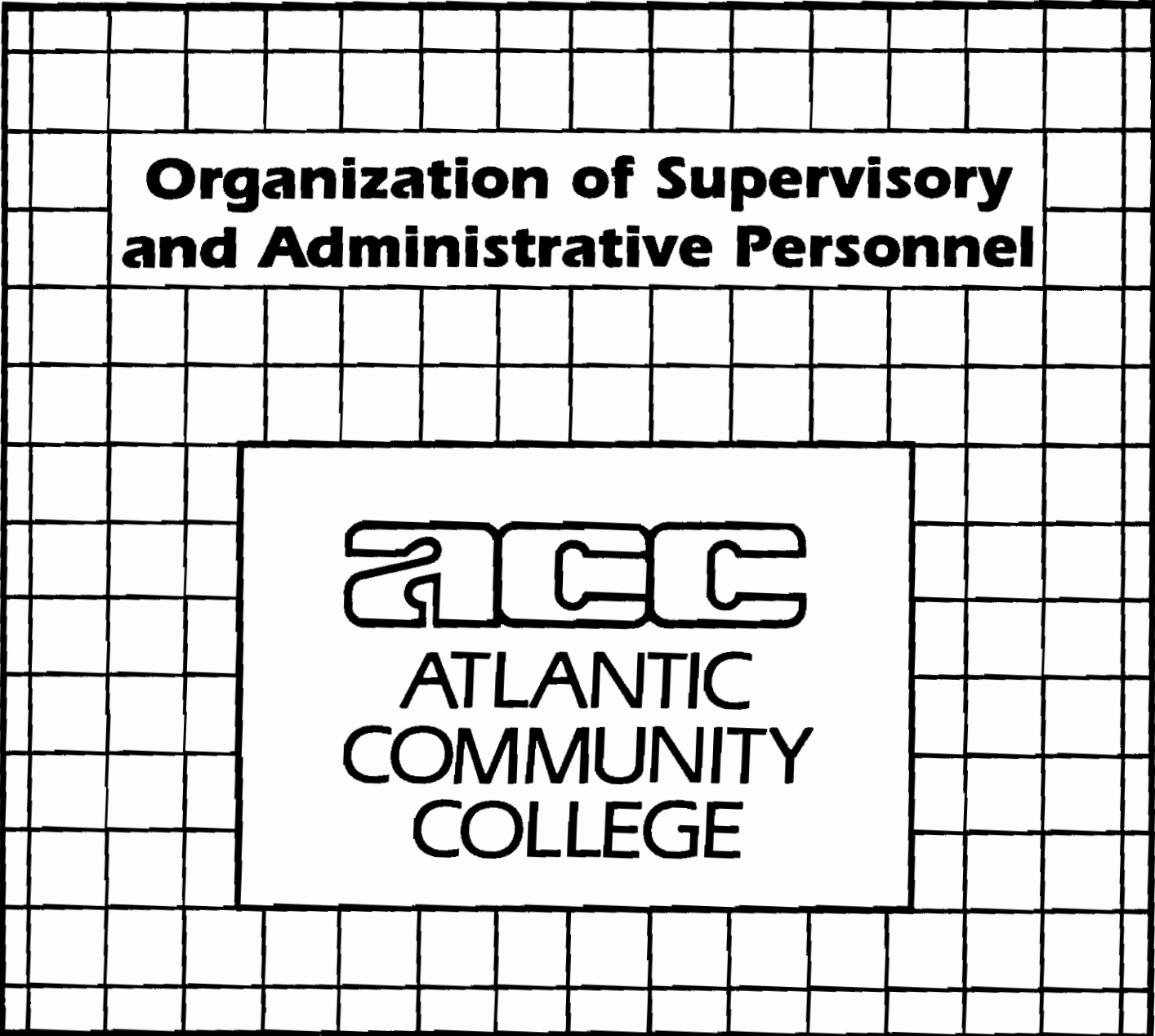


**Atlantic Community College**



**Organization of Supervisory  
and Administrative Personnel**



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

## Contents

		<u>Page #</u>
Preamble		1
Article I	Recognition	1
	A. Unit	1
	B. Definition of an ACCOSAP Member	1
Article II	Rights	2
	A. Right to Organize	2
	B. Additional Rights	2
	C. Use of College Facilities	3
	D. Use of College Property	3
	E. Use of College Equipment	3
	F. Notices and Mail	3
	G. Non-Discrimination	4
	H. Grant Funding	4
	I. Personnel Files	4
	J. Vacancies and New Positions	5
Article III	Negotiation of Successor Agreement	5
	A. Deadline Date	5
Article IV	Conditions of Employment	6
	A. ACCOSAP Members (12 month)	6
	B. Committee Membership	6
	C. Academic Calendar	6
	D. Travel	6
Article V	Leave of Absence	7
	A. Advanced Study	7
	B. Service in Professional Organizations	7
	C. Sabbatical	7
	D. Maternity	9
	E. Adoption/Custody	10
	F. Child Rearing	10
	G. Vacation	10
	H. Sick	11
	I. Sick Pool	11
	J. Retirement Payment	12
	K. Bereavement	13
	L. Holidays	14
	M. Unpaid Personal	14
Article VI	Other ACCOSAP Benefits	15
	A. Admission to Courses	15
	B. Non-Credit Courses	15
	C. Educational Advancement Compensation	15
	D. Medical Retirement Benefit	15

List of Revised, New or Deleted Contract Items

<u>Revised/New/Deleted</u>	<u>Title</u>	<u>Page</u>	<u>Article</u>
Deleted	Outside employment		IV
Deleted	Performance increment		VII
Deleted	Recognition exceptions Controller		I
New	Recognition exceptions Associate Dean, Academics Director, Public Relations	1	I
Revised	Office hours/Monday-Friday	6	IV
Revised	Travel reimbursement/IRS rate	6	IV
New	Planned summer vacation	11	V
Revised	Sick leave pool contribution	11	V
Revised	Retirement payment/payout amount	13	V
New	Bereavement/spouse sibling	13	V
New	Request leave for personal reasons	14	V
New	Cost for non-credit course	15	VI
Revised	Reimbursement/Undergraduate study	15	VI
Revised	No individual maximum/compensation	15	VI
New	Medical retirement benefit	15	VI
New	ACCOSAP President notified/nonrenewal	20	VIII
Revised	Longevity/6, 12 and 18 years	20	VIII
New	Retraining	21	VIII
Revised	Vision care/once every two years	24	X
Revised	Teaching compensation/Instructor rate	26	XI
Revised	Compensation/salary increases		Appendices

	<u>Page #</u>	
Article VII	Grievance Procedure	16
	A. Definition of a Grievance	16
	B. Procedure	16
	C. Rights of Representation	19
Article VIII	Terms of Employment	19
	A. Contracts	19
	B. Reclassification	20
	C. Longevity	20
	D. Retraining	21
Article IX	Due Process	21
Article X	Health Benefits	22
	A. Health Insurance	22
	B. Dental Coverage	23
	C. Prescription Plan	23
	D. Vision Care	24
	E. Disability Insurance	24
	F. Medical Examination	24
Article XI	Miscellaneous	25
	A. Copies of Agreement	25
	B. Separability	25
	C. Ratification	25
	D. Savings Clause	25
	E. Management Rights	26
	F. Teaching Compensation	26
	G. Representation Fee	27
Article XII	Reduction in Force	28
	A. ACCOSAP Notification	28
Article XIII	Duration of Agreement	29
Appendix A	Salary Ranges - 7/1/90 to 6/30/91	30
Appendix B	Salary Ranges - 7/1/91 to 6/30/92	31
Appendix C	Salary Ranges - 7/1/92 to 6/30/93	32
Appendix D	Payroll Deduction Authorization	33

## Preamble

This agreement is entered into this first day of July 1990, by and between the Atlantic Community College Board of Trustees, called the Board, and the Atlantic Community College Organization of Supervisory and/or Administrative Personnel, called ACCOSAP.

## Article I

### Recognition

#### A. Unit

The Board recognizes ACCOSAP as the exclusive representative for collective negotiations, as defined in New Jersey Public Laws of 1975, Chapter 123.

#### B. Definition of an ACCOSAP Member

The term ACCOSAP shall refer to all full-time professional, supervisory and/or administrative personnel. Exceptions to the inclusion definition are the following titles:

- Administrative Personnel/President's Staff
- Associate Dean of Academics
- Coordinator of Construction Projects
- Deans
- Director of Human Resources
- Director of Physical Plant
- Director of Public Relations
- Division Chairs
- Executive Director of Business and Human Resource Center
- Resident Director of Casino Career Institute
- Security Supervisor
- Supervisory/Administrative Personnel/ACA

The College will notify ACCOSAP of newly hired employees and provide a rationale for classifications excluded from ACCOSAP. The parties will confer on a case-by-case basis as to inclusion in ACCOSAP.

## Article II

### Rights

#### A. Right to Organize

According to Public Laws of 1975, Chapter 123 of the State of New Jersey, all supervisory and/or administrative employees have the right to freely organize, join and support ACCOSAP. ACCOSAP's purpose is to engage in collective negotiations over grievances, terms and conditions of employment and activities for mutual aid and protection.

#### B. Additional Rights

1. The Board extends to all ACCOSAP members rights and privileges in academic freedom, bookstore discounts, personnel files, position vacancies, and notice and issue date of employment contracts.
2. Nothing shall deny or restrict ACCOSAP members' rights under New Jersey School Laws or other applicable laws, including those of the State Department of Higher Education. Rights granted ACCOSAP members shall be in addition to those provided by the law.

3. ACCOSAP members shall be entitled to full rights of citizenship and no religious or political activities of any ACCOSAP member, or the lack thereof, shall be grounds for discipline or discrimination with respect to the employment of an ACCOSAP member. The personal life of an ACCOSAP member is not ordinarily within the concern of the Board.

C. Use of College Facilities

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

D. Use of College Property

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

E. Use of College Equipment

ACCOSAP will pay for any expendable supplies used for ACCOSAP purposes. ACCOSAP is liable for damages to equipment used for ACCOSAP purposes.

F. Notices and Mail

ACCOSAP has the right to post notices concerning ACCOSAP matters on College bulletin boards. ACCOSAP may use the College mail service and faculty mail boxes for communication.

G. Non-Discrimination

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

H. Grant Funding

Unless existing agreement language indicates otherwise, positions established on grant funding will be contracted solely upon the receipt of grant funds. The College will make every effort to promptly notify ACCOSAP members if grant funding (i.e. soft money) is not renewed or is cut off.

I. Personnel Files

There is one designated personnel file for each ACCOSAP member. The file will contain pertinent material including evaluations and documents. No written material pertaining to the ACCOSAP member will be used in a hearing except that contained in the personnel file. ACCOSAP members have the right to review their personnel files and to have ACCOSAP representation during the review. The review will be conducted in the presence of the Director of Human Resources. Pre-employment information including reference inquiries and search committee material will be removed before the review.



J. Vacancies and New Positions

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

Article III

Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all terms and conditions of employment. Negotiations shall begin at least 120 days prior to the budget submission date. The negotiated agreement shall be in writing and apply to all ACCOSAP members. It shall be ratified and signed by the Board and ACCOSAP, and be adopted by the Board.

Article IV  
Conditions of Employment

A. ACCOSAP Members (12 month)

1. Office Hours

- a. Office hours shall normally be considered 40 hours a week, Monday through Friday.
- b. Acknowledging the demands of properly operating an administrative office, it is the discretion of the ACCOSAP member, with the approval of the immediate supervisor, which shall dictate the appropriateness of compensatory time for time spent outside the College office.

B. Committee Membership

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

C. Academic Calendar

ACCOSAP shall have the privilege of inquiring into and recommending the establishment of, or changes in, the academic calendar.

D. Travel

1. Travel is authorized by the appropriate Senior Staff member and coordinated by the traveler and the Dean of Plans and Resources. Provisions are listed in the travel policy.
2. A travel allowance equal to the current IRS per-mile rate will be paid for excess travel to an assignment(s).

Article V  
Leave of Absence

A. Advanced Study

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

B. Service in Professional Organizations

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

C. Sabbatical

1. Six-Year Residency

ACCOSAP members who have completed six years of service at the College are eligible to apply for sabbatical leave.

## 2. Appropriate Activities

The following activities are appropriate for the granting of sabbatical:

- a. Full-time attendance at graduate school.
- b. Full-time research or writing.
- c. Travel which is beneficial to the College and/or to the professional development of the ACCOSAP member.
- d. Other appropriate activities, at the discretion of the Sabbatical Leave Committee.

## 3. Salary

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

## 4. Return for One Year

An ACCOSAP member receiving sabbatical leave must return to the College for one year after that leave.

## 5. Position on Return

Upon return, the ACCOSAP member shall be placed at the same position and salary level as if employed at the College during the leave.

## 6. Application Procedure

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

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

7. Five percent of ACCOSAP Members Annually

Every effort shall be made for budgetary provision to permit at least 5 percent of ACCOSAP members to be on sabbatical annually.

8. Sabbatical Leave Committee

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

D. Maternity

An ACCOSAP member requesting unpaid maternity leave shall:

1. Apply in writing to her supervisor within two weeks of confirmation of the pregnancy by her physician.
2. Notify the Administration in writing 60 days before the date the leave begins.
3. Supply the Administration with certification from the ACCOSAP member's physician of her ability to satisfactorily perform her duties.
4. Supply the Administration with a physician's certificate attesting to her ability to satisfactorily return and perform her duties.
5. Reappointment will not be denied on the basis of pregnancy alone. If the ACCOSAP member is granted reappointment, the maternity leave shall continue to its termination.

6. Upon return, the ACCOSAP member shall be placed in the same or comparable position and salary level as if employed at the College during the leave.

E. Adoption/Custody

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

F. Child Rearing

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

G. Vacation

1. ACCOSAP members (12-month employees) shall earn 16 paid vacation hours (two days) per month of service. Unused vacation hours may accumulate to a total of 240 hours (30 days) retroactive to date of initial employment. At the termination of employment ACCOSAP members shall be paid on a per-diem basis for unused vacation hours. Eight hours equals one day.

2. ACCOSAP members may participate in "Planned Summer Vacation."  
Members participating in "Planned Summer Vacation" must submit approved leave forms to the Human Resources Office by June 20. The form will indicate leave time above the carry-over limit which will be used through Aug. 31. The time requested for July and August will be charged against the June 30 deadline. ACCOSAP members requesting vacation for July and August may not alter that plan at a later date. The time submitted is charged to the June 30 cut-off and will appear on the final June paystub.
3. If a participating ACCOSAP member leaves the College before using planned vacation, that time would not be compensable. This plan is to allow ACCOSAP members the flexibility to use vacation time during the summer. It does not permit vacation time carry-over beyond June 30.

H. Sick

ACCOSAP members shall accumulate eight sick leave hours (one day) per month.

I. Sick Pool

1. The Board will establish a salary continuation pool each July 1 at the rate of 16 hours (two days) for each 12-month ACCOSAP member. The pool shall be charged 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 personally accumulated sick leave hours.

2. If an unused balance remains in the pool, no ACCOSAP member shall suffer loss of pay due to absence for illness or accident. ACCOSAP members may not exceed 960 personally charged hours (120 days) against the pool, within a given year.
3. The Board will maintain the hours accumulated and used by ACCOSAP members, listing all credits and charges, so that an ACCOSAP member can claim credit for unused hours in the event:
  - a. A statute is enacted to allow an ACCOSAP member to use accumulated sick leave for compensation upon retirement.
  - b. The person is no longer recognized as an ACCOSAP member but is still employed by the Board.
  - c. This program is not sustained by future agreements.
4. No claim for pool credits shall be made by an ACCOSAP member absent due to a workmen's compensation injury or illness as prescribed by law or by an ACCOSAP member eligible for long-term disability compensation as provided by their retirement program.

J. Retirement Payment

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

- a. The reimbursable rate shall be the ACCOSAP member's base salary at retirement.
- b. ACCOSAP members will make a reasonable effort to notify the College, in writing, six months before plans to retire so that payment of this benefit meets budgetary considerations.



- c. ACCOSAP members must have 10 years of service to be eligible.
- d. The payout shall not exceed 50 percent of the accrued leave nor shall the total payment exceed \$4,250.

K. Bereavement

Up to 24 working hours (three days) leave of absence with pay are granted at any one time upon the death of an ACCOSAP member's spouse, child, step-child or ward, parent, step-parent, foster parent, grandchild, grandparent and parent, grandparent or sibling of spouse, or any other family member living in the same household, no matter what degree the relationship. An ACCOSAP member planning to take bereavement leave should provide a 48-hour written notice to the supervisor.

L. Holidays

ACCOSAP members shall be entitled to the following paid holidays. If the College is open on any of these holidays, compensatory days shall be scheduled. Should a holiday fall on Saturday or Sunday, a compensatory day(s) shall be scheduled.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
General Election Day	1st Tuesday in November
Veteran's Day	2nd Monday in November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

M. Unpaid Personal

Members may request unpaid leave of absence for personal reasons. Denial of this request shall not be grievable.

Article VI  
Other ACCOSAP Benefits

A. Admission to Courses

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

B. Non-Credit Courses

Cost for non-credit courses will be paid by the College if the ACCOSAP member's supervisor initiated the request for enrollment in the course.

C. Educational Advancement Compensation

ACCOSAP members taking undergraduate and/or graduate study may apply to the Sabbatical Leave Committee for tuition reimbursement with no individual maximum per trimester, subject to a budget maximum of \$4,000. A trimester is defined as three four-month periods. The first trimester will be from June 1 to Sept. 30. The second trimester will be from Oct. 1 to Jan. 31. The third trimester will be from Feb. 1 to May 31.

D. Medical Retirement Benefit

A medical retirement benefit shall be available to ACCOSAP members if the same benefit is gained by other ACC employee bargaining units.

## Article VII

### Grievance Procedure

#### A. Definition of a Grievance

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

#### B. Procedure

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

1. Reduce the grievance to writing in letter form. The letter shall be mailed or delivered to the appropriate Senior Staff member, the College President and the Board Secretary. The letter shall state the nature of the grievance and the remedy requested and shall be dated and signed by the grievant.
2. Within seven working days from the receipt of the letter, the appropriate Senior Staff member shall meet with the grievant and discuss the facts and circumstances in an effort to resolve the grievance. The Senior Staff member shall provide a written disposition of the grievance, within seven working days of the last meeting with the grievant. A copy of this written disposition shall be mailed or delivered to the grievant, the College President, the Board Secretary and the ACCOSAP President.

3. If the grievant is not satisfied with the disposition of the grievance by the Senior Staff member, they may appeal, in writing, to the President within seven working days from the receipt of the written disposition by the Senior Staff member. The grievant shall forward copies of the written appeal to the Senior Staff member, the Board Secretary and the ACCOSAP President.
4. The College President shall, within seven working days from the receipt of the written appeal, meet with the grievant and discuss the facts and circumstances of the grievance in an effort to resolve the matter. The President shall provide a written disposition of the grievance, within seven working days of the last meeting with the grievant. A copy of this written disposition 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. The disposition of the grievance by the President shall be final.
5. If the grievant is not satisfied with the disposition of the President, the grievance may be submitted by the grievant to arbitration before an impartial arbitrator within 30 days. If the parties cannot agree on an arbitrator, one shall be selected according to the rules and procedures of the Public Employment Relations Commission whose rules shall govern the proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitration shall be binding for grievances based upon the terms of this agreement and shall be advisory for all other grievances.

6. The fees and expenses of the arbitrator shall be shared equally by the College and ACCOSAP.
7. The number of days indicated at each level should be considered a maximum and every effort should be made to speed the process. 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. The grievant and ACCOSAP shall be furnished with relevant information in the possession of the Board for the processing of any grievance.
10. A grievance must be filed within 30 days from the date on which the subject matter of the grievance occurred or 30 days from the date on which the grievant should reasonably have known of its occurrence.
11. Nothing shall be construed to limit, deny or restrict, the rights, or remedies, administrative or judicial, to which any grievant may be entitled under law.
12. The College President may intervene at any time and discuss and determine the grievance without the necessity of the appeals.
13. A failure on the part of the Senior Staff member or the College President to make a written determination of the grievance within the time allowed shall establish a denial of the grievance.
14. No reprisals shall be taken by any of the participants in the grievance procedure by reason of participation.
15. All meetings and hearings shall be conducted in private and shall include parties of interest and/or their designated or selected representatives.

C. Rights of Representation

If an ACCOSAP member is the subject of a grievance by another ACCOSAP member or a member of the Faculty Association, the ACCOSAP member shall have the right to be represented by a three-member committee appointed by the ACCOSAP President.

Article VIII

Terms of Employment

A. Contracts

1. ACCOSAP members shall receive contracts of employment renewable each year. The conferring of the initial annual contract carries an expectation of renewal if his/her work meets predetermined standards. ACCOSAP members will not be denied renewal for arbitrary, capricious or frivolous reasons. Renewal will not be denied for reasons not related to known standards of performance. Denial of renewal shall not be in an arbitrary or capricious manner or for any reason at all. The ACCOSAP member shall be provided with the specific reasons for nonrenewal recommendations. Annual contracts or letters of intent shall be issued by March 15. When the Board does not intend to reappoint an ACCOSAP member, notice of non-appointment shall be given in writing no later than March 1 of the first year of employment, Feb. 1 of the second year of employment, and no later than Jan. 15 for the third and fourth years of employment. A full year's notice will be given to ACCOSAP members who have completed five years of employment.

If notification is not possible by all dates shown, and the ACCOSAP member is forced to leave, the College shall compensate the ACCOSAP member at the per-diem rate (i.e. base pay) until the date is achieved (e.g. Feb. 1 notification date obligates the College to five calendar months of notice or 100 working days). The ACCOSAP President shall be notified of the nonrenewal. Grant-funded positions are excluded from this section.

2. If an ACCOSAP member resigns, a 45-day notice must be given before the beginning of a new semester.
3. Contracts may be terminated by mutual agreement between the ACCOSAP member and the Board.
4. There shall be no major changes in the ACCOSAP member's responsibilities or duties without consultation with the ACCOSAP member.

B. Reclassification

Should an ACCOSAP member's job description be changed or expanded he/she may apply for reclassification or upgrading of position. The job description shall be available to the ACCOSAP member and to the ACCOSAP President within 30 days of the reclassification. Every effort shall be made to respond to applications for reclassification within 60 days.

C. Longevity

A longevity increase of \$550 in base salary will be paid on the anniversary date of each ACCOSAP member's completion of six years of service. ACCOSAP members will receive \$200 after 12 years, and \$200 after 18 years of service.



D. Retraining

Retraining may be made available to an ACCOSAP member with three or more years of service if their contract is not renewed and a position becomes available within one year of notice of nonrenewal and for which they could reasonably be qualified after retraining.

Article IX

Due Process

1. Due process refers to the standards and procedures which should be followed in dealing with any adverse action brought against an ACCOSAP member by the College. The ACCOSAP President will be notified within five working days when written disciplinary action is taken. These procedures are meant to provide fair and equitable treatment for the ACCOSAP member by insuring as far as possible against arbitrary, capricious or inequitable actions.
2. The ACCOSAP member shall be given appropriate reasons and timely notice of adverse action within one week of the alleged violation.
3. The ACCOSAP member shall be provided an opportunity to have a conference with the supervisor within one day of the issuance of an adverse action.
4. Except for serious breaches of discipline, the following discipline procedures shall be sequentially followed for each offense, unless of the same nature:
  - a. Oral warning;
  - b. Formal written warning about the violation and required corrective action with a copy to the ACCOSAP member's personnel file;
  - c. Suspension;
  - d. Discharge

5. It will be the burden of the College to prove its charges and justify its actions through the presentation of proper, relevant and sufficient evidence.
6. The ACCOSAP member and/or ACCOSAP representatives have the right to present evidence to refute the charges.

## Article X

### Health Benefits

#### A. Health Insurance

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

B. Dental Coverage

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

C. Prescription Plan

The Blue Cross Prescription Program is based on a \$2 co-pay which excludes contraceptives. The Board provides the premium for ACCOSAP members and eligible dependents. New ACCOSAP members are eligible on the first day of the month following 60 consecutive days of employment.

D. Vision Care

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

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

Prescription/tinted sun glasses are eligible for reimbursement. Plain sunglasses are not covered.

E. Disability Insurance

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

F. Medical Examination

1. Physical examinations required by law or the College shall be paid for by the Board. If the ACCOSAP member chooses a personal physician, the member shall pay for the examination. Free tuberculosis testing shall be provided annually to ACCOSAP members.

2. Bi-annual physical examinations requested by the ACCOSAP member shall be paid by the Board to a maximum of \$100.

## Article XI

### Miscellaneous

#### A. Copies of Agreement

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

#### B. Separability

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

#### C. Ratification

This agreement is subject to ratification by ACCOSAP members and the Board.

#### D. Savings Clause

All terms and conditions applicable to ACCOSAP members as established by the rules, regulations and/or policies of the Board shall be applicable during the term of this agreement. Nothing shall be interpreted and/or applied to eliminate, reduce or detract from any ACCOSAP benefit existing prior to its effective date. This agreement supercedes all previous Board or College policies on those matters.

E. Management Rights

1. The Board has the responsibility and authority to manage and direct all College operations and activities to the full extent authorized by law. The exercise of these powers, rights, duties, responsibilities and authority by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall only be limited to the specific and expressed terms of this agreement.
2. The Board reserves sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Board of Higher Education, to hire, assign, promote, transfer and direct ACCOSAP members. The Board also reserves the right to take disciplinary action against ACCOSAP members, up to and including discharge, for just cause. The Board directs school operations, and takes actions necessary to accomplish the College mission except as specifically provided by this agreement.

F. Teaching Compensation

An ACCOSAP member who teaches during non-work hours on an overload basis shall be compensated at the Instructor rate per credit hour. Instructional opportunity announcements shall be placed on appropriate bulletin boards with a copy sent to the ACCOSAP President. The announcement shall contain the course title and department name. The announcement of adjunct course openings shall be posted at least two days before the start of the class. The College reserves the right to reassign faculty and cancel or establish classes as necessary following the initial printing. Members should contact the appropriate Division Chair to verify the availability of sections.

G. Representation Fee

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

5. If an ACCOSAP member who is required to pay a representation fee terminates employment with the Board before ACCOSAP has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid fee from the last paycheck of the ACCOSAP member during the membership year in question.
6. ACCOSAP agrees to indemnify and save Atlantic Community College harmless against all claims, suits or other forms of liability arising from the deduction of money for dues or the representation fee or from compliance with any request for termination under this section.
7. The College will advise new ACCOSAP members in writing of their obligation under this section.

## Article XII

### Reduction in Force

#### A. ACCOSAP Notification

If a general reduction in force is being considered, the Board shall notify and consult with ACCOSAP and the ACCOSAP members involved as soon as practical. Except in extreme emergency, notification should occur not less than 90 days before the reduction in force is to take place. The Board shall discuss with ACCOSAP the reasons for a reduction of staff.



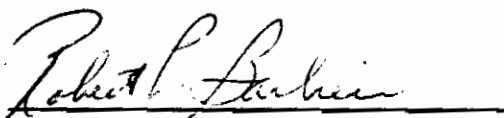
Article XIII

Duration of Agreement

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

For the Board:

For ACCOSAP:



Chairman,  
Board of Trustees



President, Atlantic Community  
College Organization of Supervisory  
and Administrative Personnel



Secretary,  
Board of Trustees



Secretary, Atlantic Community  
College Organization of Supervisory  
and Administrative Personnel

Date of Ratification: July 24, 1990

Appendix A  
Salary Ranges  
7/1/90 - 6/30/91

First Year

Title	Pay Grade	Salary Range
Supervisor, Institutional Accounting Coordinator, Collegewide Tutoring Service Supervisor, Academic Computer Labs Supervisor, Student Financial Services Manager, Workshops and Training Coordinator, Cape May County Extension Center *Program Development Specialist *Health Careers Recruiter	12	\$22,935 - \$32,109
Director, Student Activities *Supervisor, Adult Learning Center Supervisor, Physical Plant Services Supervisor, Purchasing and Storeroom Operations	13	\$24,770 - \$34,677
Coordinator, Cooperative Education Senior Accountant Director, Institutional Planning and Research Assistant Director, Professional Development and Workshops Assistant Director, Technical Instruction Assistant Director, Gaming Instruction	14	\$26,751 - \$37,451
Assistant Director, Computer Operations and Technical Support *Assistant Director, Resource and Program Development Director, Administrative Services Director, College Recruitment	15	\$28,891 - \$41,892
Director, Financial Aid & Veterans Affairs Director, Media Services Manager, Telecommunications	16	\$31,203 - \$45,245
*Assistant for Project ACCESS/Learning Assistance Center Director Registrar Director, Business Services *Director, EOF & Counseling Director, Testing Services Director, User Services Director, Library Services	17	\$33,699 - \$48,863
Director, Student Life Director, Enrollment and Personnel Systems	18	\$36,395 - \$52,772

Effective July 1, 1990, the College shall award a flat-dollar salary increase equal to 7 percent of the mean salary of the ACCOSAP membership.

\*Position is grant-funded.

Appendix B  
Salary Ranges  
7/1/91 - 6/30/92

Second Year

Title	Pay Grade	Salary Range
Supervisor, Institutional Accounting Coordinator, Collegewide Tutoring Service Supervisor, Academic Computer Labs Supervisor, Student Financial Services Manager, Workshops and Training Coordinator, Cape May County Extension Center *Program Development Specialist *Health Careers Recruiter	12	\$24,082 - \$33,714
Supervisor, Physical Plant Services Supervisor, Purchasing and Storeroom Operations	13	\$26,009 - \$36,411
Assistant Director, Cooperative Education Senior Accountant Director, Institutional Planning and Research Assistant Director, Professional Development and Workshops	14	\$28,089 - \$39,324
Assistant Director, Computer Operations and Technical Support *Assistant Director, Resource and Program Development Assistant Director, Technical Instruction Assistant Director, Gaming Instruction Director, Administrative Services Director, College Recruitment	15	\$30,336 - \$43,987
Director, Financial Aid & Veterans Affairs Director, Media Services Director, EOF/Intervention Programs Director, Student Development Manager, Telecommunications	16	\$32,763 - \$47,507
*Director, Project ACCESS and Academic Support Registrar Director, Business Services Director, Testing Services Director, User Services Director, Library Services	17	\$35,384 - \$51,306
Director, Student Life Director, Enrollment and Personnel Systems	18	\$38,215 - \$55,411

Effective July 1, 1991, the College shall award a 7.5 percent across-the-board salary increase to the ACCOSAP membership.

\*Position is grant-funded.

Appendix C  
Salary Ranges  
7/1/92 - 6/30/93

Third Year

Title	Pay Grade	Salary Range
Supervisor, Institutional Accounting Coordinator, Collegewide Tutoring Service Supervisor, Academic Computer Labs Supervisor, Student Financial Services Manager, Workshops and Training Coordinator, Cape May County Extension Center *Program Development Specialist *Health Careers Recruiter	12	\$25,286 - \$35,400
Supervisor, Physical Plant Services Supervisor, Purchasing and Storeroom Operations	13	\$27,309 - \$38,232
Assistant Director, Cooperative Education Senior Accountant Director, Institutional Planning and Research Assistant Director, Professional Development and Workshops	14	\$29,493 - \$41,290
Assistant Director, Computer Operations and Technical Support *Assistant Director, Resource and Program Development Assistant Director, Technical Instruction Assistant Director, Gaming Instruction Director, Administrative Services Director, College Recruitment	15	\$31,853 - \$46,186
Director, Financial Aid & Veterans Affairs Director, Media Services Director, EOF/Intervention Programs Director, Student Development Manager, Telecommunications	16	\$34,401 - \$49,882
*Director, Project ACCESS and Academic Support Registrar Director, Business Services Director, Testing Services Director, User Services Director, Library Services	17	\$37,153 - \$53,871
Director, Student Life Director, Enrollment and Personnel Systems	18	\$40,126 - \$58,182

Effective July 1, 1992, the College shall award a 7.5 percent  
across-the-board salary increase to the ACCOSAP membership.

\*Position is grant-funded.

Appendix D

Atlantic Community College  
Payroll Deduction Authorization

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

Purpose of Deduction: \_\_\_Dues \_\_\_Representation Fee

Organization: \_\_\_Education Assoc. \_\_\_ACCOSAP \_\_\_SSAACC \_\_\_ACAFA

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

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

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