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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 1971 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, with academic rank, exclusive of the Dean of the College, Dean of Administration and Dean of Students, presently employed or hereinafter employed by the Board. (See Grouping - Enclosure 1.)

ARTICLE II
RIGHTS

A. 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 freely to 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. It is also agreed that all rights and privileges of the Agreement

9. ratified by the Board of Trustees of Atlantic Community College and
10. the Faculty Organization of Atlantic Community College on the 14th
11. day of June 1971 shall apply to ACCOSAP and/or its members where
12. relevant. Essentially the Master Contract ratified by both the Faculty
13. Organization and the Board of Trustees, is to govern, as follows:

14. B. Nothing contained herein shall be construed to deny or restrict, to
15. any ACCOSAP member, rights he may have under the General School
16. Laws of the State of New Jersey or other applicable laws and regulations,
17. including those of the State Department of Higher Education. The rights
18. granted the faculty hereunder shall be deemed to be in addition to those
19. provided elsewhere.

20. C. ACCOSAP and its representatives shall have the right to use the College
21. facilities for meetings only when said use does not interfere with the
22. operation of the College.

23. D. Duly authorized representatives of ACCOSAP shall be permitted to trans-
24. act official business on College property, provided that such activity
25. does not interfere with the operation of the College or the performance
26. of their regular duties.

27. E. ACCOSAP shall have the right to use College facilities and equipment,
28. including typewriters, mimeographing machines, other duplicating equip-
29. ment, calculating machines, and all types of audio-visual equipment at
30. all reasonable times, when such equipment is not otherwise in use.
31. Payment shall be made for any expendable supplies used for ACCOSAP
32. purposes and ACCOSAP shall be liable for damages to any equipment

33. used for said purposes.

34. F. ACCOSAP shall have the right to post notices of its activities and
35. matters of ACCOSAP concern on College bulletin boards. ACCOSAP
36. may use the College mail service and faculty mail boxes for communi-
37. cation, including faculty-wide distribution.

38. G. ACCOSAP members shall be entitled to full rights of citizenship and
39. no religious or political activities of any member, or the lack thereof,
40. shall be grounds for any discipline or discrimination with respect to
41. the employment of such member. The private and personal life of any
42. member is not ordinarily within the appropriate concern or attention of
43. the Board.

44. H. The teacher is entitled to full freedom in research and in the publication
45. of the results, subject to the adequate performance of his other academic
46. duties; but research for pecuniary return shall be based upon an under-
47. standing with authorities of the institution. The teacher is entitled to
48. freedom in the classroom in discussing his subject, but he should be
49. careful not to introduce into his teaching controversial matters which
50. have no relation to his subject. Limitations of academic freedom be-
51. cause of religious or other aims of the institution should be clearly
52. stated in writing at the time of the appointment. The college teacher
53. is a citizen, a member of a learned profession, and an officer of an
54. educational institution. When he speaks or writes as a citizen, he
55. shall be free from institutional censorship or discipline, but his special

6. position in the community imposes special obligations. As a man of
7. learning and an educational officer, he should remember that the
8. public may judge his profession and his institution by his utterances.
9. Hence he should at all times be accurate, should exercise appropriate
10. restraint, should show respect for the opinions of others, and should
11. make every effort to indicate that he is not an institutional spokesman.

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

1. ARTICLE III
2. CONDITIONS OF EMPLOYMENT

3. A. Supervisory and Administrative Personnel (less Division, Department
4. Chairmen and Coordinators)

5. 1. Office Hours

6. a. The maintenance of hours for any office shall be normally
7. considered thirty-five (35) hours a week.
8. b. Acknowledging the demands of properly operating an adminis-
9. trative office, it is nevertheless the discretion of the individual,
10. with the approval of his immediate supervisor, which shall
11. dictate the appropriateness of compensatory time for time
12. spent outside the actual college office.

13. B. Division, Department Chairmen and Coordinators

1. The teaching load of all Division Chairmen shall be reduced by

14. nine (9) contact hours per year and that of Department Chairmen,
15. nine (9) contact hours per year and Area Coordinators six (6) con-
16. tact hours per year. Additional reduction in teaching load may be
17. made in consultation with the Dean of the College, with the
18. approval of the President. Factors to be considered in such a
19. reduction in teaching load will be the supervisory duties, size and
20. complexity of the budget, plant operations and equipment responsi-
21. bilities, and the number of career programs in the department
22. and/or division.

23. 2. Division Chairmen, Department Chairmen and Area Coordinators
24. receive the \$800 increase awarded to the teaching faculty. In
25. addition, Division Chairmen shall be compensated for at a rate of
26. \$800 per contract year, Department Chairmen at a rate of \$600 and
27. Area Coordinators at a rate of \$200, first having the special incre-
28. ments for 1970-71 for the first two positions stripped from 1970-71
29. salaries prior to adjustment.

30. 3. Basic Load

31. a. Full-time teaching faculty shall teach fifteen (15) or sixteen
32. (16) contact hours for each registration period, with overload
33. compensation at appropriate rates for each additional contact
34. hour. Actual practice on this campus is to consider the normal
35. or standard teaching load to be 15 or 16 contact hours, the
36. former if entirely lecture courses, the latter if it includes

37. laboratories, studio sessions, etc.
38. b. (1) No instructor shall be assigned more than a five (5)
39. day work week.
40. (2) No workday should exceed eight (8) hours.
41. (3) No late evening classes should be followed by an early
42. morning class.
43. (4) There shall not be any extended "break" during the normal
44. workday. For example: by a scheduled 8:30 class and a
45. 3:30 class with no classes scheduled in-between.
46. (5) If a faculty member requests a "violation" of these con-
47. ditions, extra compensation shall not be made.
48. (6) The workday shall not extend into more than two (2)
49. evenings.
50. 3. No full-time ACCOSAP member shall hold other full-time employ-
51. ment during the term of his contract period.
52. 4. A contact hour is an hour which comprises one fifty minute class
53. meeting per week for the fifteen weeks that comprise the instructional
54. part of a semester, which is a regularly scheduled group meeting of
55. the class, lecture, laboratory, studio, seminar, shop, etc.
56. 5. A member may be expected to serve on one major college or faculty
57. committee. No member shall be required to advise, counsel or
58. coach more than one major college or student activity.
59. 6. Full-time teaching faculty shall be given preference of summer

60. teaching assignments in their area of competence before any
61. additional summer faculty is hired. Any full-time faculty
62. member accepting a summer assignment from the College
63. shall be guaranteed appropriate employment and/or compen-
64. sation at the appropriate rates for one of the sections assigned
65. to him. If a promotion in rank has been achieved by June 1 of
66. any year, summer pay for that year will be based upon the new
67. higher rank.

1. ARTICLE IV
2. ACCOSAP BENEFITS

3. A. Unpaid Leaves of Absence

4. 1. Advance Study, etc.

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

13. 2. Service in Professional Organizations

14. a. A leave of absence of up to one year may be granted to any
15. ACCOSAP member by the Board of Trustees upon application

16. for the purpose of serving as an officer of any professional
17. association or on its staff if in the opinion of the Board such
18. service shall benefit the College as well as the individual.
19. The Board may extend such leave beyond the one year limit.
20. Upon return from such leave, such members shall be placed
21. at the same position on the salary schedule on which they
22. would have been had they been at the College during such
23. period.

24. 3. Sabbatical Leave

25. a. The policy established for teaching faculty shall apply equally
26. to Division Chairmen, Department Chairmen and Area Coord-
27. inators.

28. 4. Maternity Leave

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

36. B. Admission to Courses

37. 1. ACCOSAP members and their dependents, including husband, wife,
38. and children, are to be granted tuition-free entrance for credit or

39. audit to any courses offered by the College.

40. C. Paid Leave of Absence

41. 1. Annual Vacation

42. a. Non-teaching ACCOSAP members shall earn two (2) days
43. paid vacation per month of service of twenty-four (24) days
44. per contract year. Unused vacation days may accumulate
45. to a total of forty-eight (48) days retroactive to date of
46. initial employment. At the termination of employment,
47. members shall be paid on a per diem basis for unused
48. vacation days.

49. D. Compensation for Administrative and Supervisory Personnel

50. To the salary now being paid to Administrators and Supervisory
51. Personnel, the following shall be added; with no reference to any guide:
52. Group A \$1400, Group E \$1200, Group F \$1000, Group G \$1000.

1. ARTICLE V
2. GRIEVANCE PROCEDURE

3. A. Definition of A Grievance

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

0. B. Procedure

1. In the event a Grievant invokes this Grievance Procedure, the grievant
2. shall:

3. 1. Reduce the grievance to writing in letter form and said letter shall
4. be mailed or delivered to the Division Chairman, the appropriate
5. Dean, the President of the College, and the Secretary of the Board
6. of Trustees. The letter shall simply state the nature of the grievance
7. and the remedy requested. Said letter shall be dated and signed by
8. the grievant.
9. 2. Within seven (7) calendar days from the receipt of said writing,
0. the Division Chairman or Supervisor shall meet with the grievant
1. and shall discuss the facts and circumstances of the grievance, in
2. an effort to resolve the grievance. The Division Chairman or Super-
3. visor shall indicate his disposition of the grievance, in writing,
4. within seven (7) school days of the last meeting with the grievant.
5. A copy of said writing shall be mailed or delivered to the grievant,
6. the appropriate Dean or Supervisor, the President of the College and
7. the Secretary of the Board of Trustees.
8. 3. If the grievant is not satisfied with the disposition of the grievance
9. by the Division Chairman or Supervisor, he may appeal to the
0. appropriate Dean within seven (7) calendar days from the receipt of
1. written disposition of the grievance by the Division Chairman, by
2. notifying the appropriate Dean of said appeal in writing and forwarding

33. copies of said written appeal to the Division Chairman or Super-
34. visor, the President of the College and the Secretary of the Board
35. of Trustees.

36. 4. Within seven (7) calendar days from the receipt of the written
37. appeal, the appropriate Dean or Supervisor shall meet with the
38. grievant and they shall discuss the facts and circumstances of
39. the grievance in an effort to resolve the grievance. The appro-
40. priate Dean shall indicate his disposition of the grievance in
41. writing, within seven (7) school days of the last meeting with
42. the grievant. A copy of said written disposition shall be mailed
43. or delivered to those persons to whom the written grievance was
44. mailed or delivered.
45. 5. If the grievant is not satisfied with the disposition of the grievance
46. by the appropriate Dean or Supervisor, he may appeal to the
47. President of the College, within seven (7) calendar days from
48. the receipt of the written disposition of the Dean or Supervisor
49. by notifying the President of said appeal in writing and copies of
50. said written appeal shall be mailed or delivered to those persons
51. to whom the written grievance was mailed or delivered.
52. 6. The President of the College shall, within seven (7) days from
53. receipt of said written appeal, meet with the grievant and shall
54. discuss the facts and circumstances of the grievance with said
55. grievant in an effort to resolve the matter. The President shall

56. indicate his disposition of the grievance in writing, within seven (7)
57. school days of the last meeting with the grievant. A copy of said
58. writing shall be mailed or delivered to those persons to whom the
59. written grievance was mailed or delivered. The President may
60. designate a representative to process and determine the grievance,
61. and the disposition of the grievance by the President shall be final.

62. OR

63. 7. If the grievant is not satisfied with the disposition of the grievance
64. by the President, the grievance may be submitted by the grievant
65. to arbitration before an impartial arbitrator within thirty (30) days.
66. If the parties cannot agree on an arbitrator, he shall be selected
67. pursuant to the rules and procedures of the American Arbitration
68. Association whose rules shall likewise govern the arbitration pro-
69. ceeding. The College and the grievant shall not be permitted to
70. assert in such arbitration proceeding any ground or to rely on
71. evidence not previously disclosed to the other party. The mediator
72. shall have no power to alter, add to or subtract from the terms of
73. the Agreement. Both parties agree that the arbitration shall be
74. advisory.
75. 8. The fees and expenses of the Mediator shall be shared equally by
76. the College and the grievant.
77. 9. The number of days indicated at each level should be considered as
78. maximum and every effort should be made to expedite the process,

79. particularly towards the end of the academic year. However, the
80. time limits can be extended by mutual consent.

81. 10. All documents, communications and records dealing with a grievance
82. shall not become part of the permanent personal files of the partici-
83. pants.

84. 11. It is agreed that the grievant and the organization shall be furnished
85. with relevant information in the possession of the Board of Trustees
86. for the processing of any grievance.

87. 12. A grievance must be filed within thirty (30) days from the date on
88. which the act which is the subject matter of the grievance occurred
89. or thirty (30) days from the date on which grievant should reasonably
90. have known of its occurrence.

91. 13. Nothing herein contained shall be construed to limit, deny or restrict,
92. the rights, or remedies, administrative or judicial, to which any ,
93. grievant may be entitled under law.

94. 14. At any time during the processing of a grievance, the President of
95. the College may intervene, and discuss and determine the grievance,
96. without the necessity of the appeals.

97. 15. A failure on the part of the Division Chairman, appropriate Dean or
98. Supervisor or President of the College, to make a written determina-
99. tion of the grievance, within the time allowed, shall constitute a
100. denial of the grievance.

101. 16. ACCOSAP members shall work within the confines of this Grievance

102. Procedure and shall not in any way encourage the involvement of
103. members of the student body for any alleged grievance.

1. ARTICLE VI
2. CONTRACTS

3. A. Contracts

4. 1. Annual Contracts or letters of intent shall be issued by March 15.
5. When the Board does not intend to reappoint an ACCOSAP member
6. to Faculty Status, notice of non-appointment shall be given in writing
7. not later than March 1 of the first year of employment, February 1
8. of the second year of employment and not later than January 15 of
9. the third year. In the case of Presidential Non-Recommendation
10. in the third year, the President will so inform the faculty member
11. by December 15. Contracts are to be signed by each faculty mem-
12. ber and returned to the Board not later than March 30.
13. 2. If a member is not to be reappointed to a Supervisory or Administra-
14. tive position he shall be notified by the President by February 1.
15. 3. Contracts may be terminated at any time by mutual agreement
16. between the ACCOSAP member concerned and the Board.

1. ARTICLE VII
2. MISCELLANEOUS

3. A. Any physical examinations required by law or by the College shall be
4. paid for by the Board. If, at the faculty member's option, he chooses
5. his own physician, he shall pay for same. Free tuberculosis testing
6. shall be provided annually to all faculty members.

7. B. Copies of this Agreement shall be reproduced by the Board and
8. distributed to all ACCOSAP members now employed or hereafter
9. employed by the Board during the duration of this Agreement.
10. C. If any provision of this Agreement or any application of this Agreement
11. shall be found contrary to law, then such provision or application shall
12. not be deemed valid and subsisting except to the extent permitted by
13. law, but all other provisions or applications of this Agreement shall
14. continue in full force and effect.
15. D. This Agreement shall be subject to ratification by the members of the
16. Organization and by the members of the Board of Trustees.
17. E. Except as this Agreement shall hereinafter otherwise provide, all
18. terms and conditions of employment applicable on the effective date
19. of this Agreement to employees covered by this Agreement as established
20. by the rules, regulations, and/or policies of the Board in force on said
21. date, shall continue to be so applicable during the terms of this Agree-
22. ment. Unless otherwise provided in this Agreement, nothing contained
23. herein shall be interpreted and/or applied so to eliminate, reduce or
24. otherwise detract from any ACCOSAP or faculty benefit existing prior
25. to its effective date. This Agreement shall supercede all previous Board
26. or College policies on those matters. The reference to the law is
27. "Section 34: 13A-5.3, of Public Laws of 1968."
28. F. This Agreement incorporates the entire understanding of the parties of
29. all matters which were or could have been the subject of negotiation.