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Preamble

This agreement is entered into this first day of July 2010, by and between the Atlantic Cape Community College Board of Trustees, called the Board, and the Academy of Culinary Arts Faculty Association, called the ACAFA.

Article I

Recognition

The Board recognizes ACAFA as the exclusive representative for collective 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

According to Public Laws of 1975, Chapter 123 of the State of New Jersey, all ACA educators shall have the right to freely organize, join, and support the ACAFA. ACAFA's purpose is to engage in collective negotiation over grievances, terms and conditions of employment and activities for mutual aid and protection.

B. Additional Rights

1. The Board extends to all ACAFA members the rights and privileges in academic freedom, bookstore discounts, personnel files, professional position vacancies, and notice and issue date of employment contracts.
2. ACAFA members shall be entitled to full rights of citizenship and no religious or political activities of any ACAFA member, or the lack thereof, shall be grounds for discipline or discrimination with respect to employment. The personal life of an ACAFA member is not ordinarily within the concern or attention of the Board. It is

expected that the ACAFA member will conduct his/her life style in an acceptable standard of behavior.

C. Notice and Representation

Whenever an educator is required to appear before the Board, or any committee thereof functioning on behalf of the Board, concerning any matter which could adversely affect continuation of that educator in his/her office, position, or employment, then he/she shall be given prior written notice of the reasons for such a meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting.

D. Use of College Facilities

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

E. Use of College Property

Duly authorized representatives of the Association shall be permitted to transact official Association business on College property, provided that such activity does not interfere with operation of the College or the performance of their regular duties.

This permission may be withdrawn by the College upon the Association using College property in furtherance of confrontational activities.

F. Use of College Equipment

The Association shall be permitted to use College facilities and equipment, including typewriters, mimeographing machines, other computing, duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. Payment shall be made for any expendable supplies used for Association purposes and the Association shall be liable for damages to any equipment used for said purposes.

This permission may be withdrawn by the College upon the Association using College equipment in furtherance of confrontational activities.

G. Notices and Mail

ACAFA has the right to post notices of its activities and matters of Association concern on educator bulletin boards, additional boards, where needed, will be provided by the College at the Association's request. ACAFA may use the College mail service and faculty mailboxes for communication. Postage for external mail and long-distance calls shall be paid by the ACAFA.

H. 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.

I. Grant Funding

ACAFA positions that are in whole or in part contracted or funded by external sources or grants will not have seniority in the event of termination or limitations of grant funds. Grant-funded positions may be terminated immediately without regard to individual contracts, bumping or displacement of other ACAFA members under similar circumstances. Placement within salary ranges and salary increases shall be determined on the basis of available grant funding and consistent with regulations imposed by funding sources. Salary increases in excess of the allowable grant should be solely at the discretion of the College. The College will make every effort to promptly notify ACAFA if grant funding is not renewed or is cut off.

J. Personnel Files

1. There shall be one designated personnel file for each ACAFA member. The personnel file shall contain pertinent material including evaluations and documents. No written material pertaining to the ACAFA member will be used in a hearing except that contained in the personnel file.
2. ACAFA members have the right to review their personnel files and to have ACAFA 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. An educator may review his/her personnel file in accordance with college policy.

K. Vacancies and New Positions

1. The ACAFA President shall receive written notice concerning any ACA vacancy or newly created position within the Academy. The notice will include duties and required qualifications.
2. Members who apply for professional positions shall be notified of the result of their applications. The College will make every attempt to notify the ACAFA member before the name of the successful applicant is published.

a. Vacancy

1. Members shall be alerted to any teaching-related position vacancy or academic administrative vacancy through electronic job postings on the College's Web site. Such notice shall include duties and a statement of required qualifications and at least one copy shall be posted outside of the Human Resources Department.
2. All Association members who apply for any professional position shall be notified of the search outcome in a timely manner.
3. Notice of such dispositions shall be sent to the Association President.

b. New Appointments

1. The College shall furnish the Association with names and addresses of all new educators as soon as possible after the official appointments by the Board.

L. Academic Freedom

The Board and the Association agree upon the following concepts of academic freedom:

1. The educator is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return shall be based upon an understanding with authorities of the institution.

2. The educator is entitled to freedom in the classroom in discussing his/her subject, yet he/she should be careful not to introduce into his/her teaching controversial matter that has no relation to his/her subject.
3. The educator is a citizen, a member of the learned profession, and an officer of an educational institution. When he/she exercises rights as a citizen, he/she shall be free from institutional censorship or discipline.

As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesman.

M. Information

The Board agrees to furnish to the Association, in response to reasonable request from time to time, available information pertaining to negotiations such as: class size, financial information which is in the public domain, final approved budget, agenda, and minutes of public meetings, names and addresses of all educators.

N. Book Purchases

Association members may purchase books through the College Library Service.

O. Evaluation of Students

An educator shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policy of the College, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Grade appeals will be handled in accordance with college policy.

Change of grade shall be made in consultation with the involved educator unless the educator is no longer employed by the Board. Change of grade forms by the educator may

not be submitted to the registrar later than one 15 week semester after the first grade was filed without permission of the appropriate Dean.

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 of 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 ACAFA members. It shall be ratified and signed by the Board and the ACAFA, and be adopted by the Board.

Article IV
Conditions of Employment

A. Hours – Contract Year

1. Hours of Accountability

- a. ACAFA members may be assigned up to 25 hours per week for regular teaching load credit and non-credit contact instruction, including customized training.
- b. ACAFA members will maintain three published academic office hours per week. Members are responsible for verifying the accuracy of published hours.
- c. It is expected that ACAFA members shall utilize the remaining seven hours of their respective professional work weeks for class preparation, pre- and post-class student contact, curriculum development, and educator orientation.
- d. The total professional five-day work week shall not exceed 35 hours and shall normally be conducted Monday through Friday.
- e. ACAFA members will work 10-month contract, September through June, with the understanding that fall semester may begin in late August as part of

the regular ACAFA member workload. The specific days and weeks of the 10-month assignment shall be established on a monthly basis, in writing, by ACA Administration. June assignments shall be given to the impacted ACAFA member, in writing, no later than January 15. June assignments shall be based on ACA need, ACAFA member qualifications and then, seniority.

- f. Notification of changes or additions and subtractions shall be assigned by ACA Administration to an ACAFA member's work schedule and shall be given, in writing, no later than five work days prior to the beginning of a scheduled duty or assignment. Failure by ACA Administration to provide five work days or notice shall result in a \$250 non-base stipend payment to the impacted ACAFA member. This provision for stipend payment shall be void if an ACAFA member's sudden absence triggers the need for such changes, additions or subtractions to the ACA teaching schedule. Sudden absence is defined as less than five work days of notice.

2. The 10-month contract year will consist of:

- a. 150 teaching days.
- b. 10 educator days.
- c. 10 non-instructional days. A maximum of six days may be used at the end of the spring semester.
- d. Non-instructional days may be used for:
 - Committee meetings
 - Computer training
 - Continuing education
 - Faculty meetings
 - Food shows
 - Inventory
 - Make up class time from days missed during the block
 - Marketing activities
 - Recruiting functions
 - Student clubs/activities

Search committee service

e. Educator days may be used for:

ACAFA meetings

Committee meetings

Continuing education

Curriculum development

Faculty meetings

Final semester grades

Grading

Inventory

Lab preparation

Make up class time from missed days during the block

Marketing activities

Preparation of quizzes/tests

Preparation for next block

Reading/grading final projects

Recruiting functions

Updating class notes

f. An ACAFA member assigned to an evening speaking, marketing or recruitment activity shall be credited with one full day of non-instructional service. Non-instructional and educator days shall normally be seven hours. The primary focus of educator's day shall be grading and preparation for the next block.

3. Salary Distribution

ACAFA members may elect to have their 10-month salary distributed over 12 calendar months. ACAFA members may change their pay option between June 30 and August 15 only.

B. Outside Employment

ACAFA members will report any outside employment to the ACA Dean or his/her designee within one week of accepting the position. ACAFA members will not engage in outside employment that interferes with their College responsibilities.

C. Committee Membership

An educator may be expected to serve on a minimum of one standing or ad hoc college-wide committee in addition to his/her role in Faculty Assembly without additional compensation. Every effort shall be made to schedule committee meetings at a time convenient for the ACAFA member. FA Executive Committee membership shall be equivalent to membership on a standing committee.

D. Academy Calendar

ACAFA members shall have the privilege of inquiring into and recommending the establishment of, or changes in, the Academy calendar.

E. Travel

1. Authorization

Travel is authorized, in advance, by the appropriate Senior Staff member and the coordination of its operation and function shall be accomplished by the traveler and his/her immediate supervisor. Specific provisions are stated in the current handbook governing travel established and published by the Board.

2. Per-Mile Rate

Management shall establish a per-mile rate consistent with College policy and to be no less than the State of New Jersey per-mile rate to be paid to Association members for excess travel to their work assignments. Travel reimbursements shall be paid on a quarterly basis on dates to be established and published by management.

3. Mileage Not Paid

Mileage shall not be paid to Association members traveling to their primary work

locations. A primary location shall be defined as the location where the Association member spends at least three days per week. Mileage shall not be paid if the Association member's travel does not exceed his/her normal commute from home to primary assignment.

4. Mileage Verification

Business Services shall verify the actual mileage from the Association member's home to his/her primary location and from the Association member's home to his/her non-primary location.

5. Travel Formula

"HN" is the distance between the Association member's home and his/her non-primary location.

"HP" is the distance between the Association member's home and his/her primary location.

"PN" is the distance between the primary location and the non-primary location.

When an Association member's travel is only between the non-primary location and home, reimbursable excess mileage will be calculated as: $Excess = 2(HN - HP)$.

When the Association member's travel includes his/her primary location and a non-primary location, the excess mileage will be calculated as follows:

$Excess = HN + PN - (HP)$.

6. Discrepancies

If there is a discrepancy between actual mileage and formula mileage, the appropriate Senior Staff member shall make the adjustment.

7. Two locations

Educators are not required to teach at more than one location on the same day.

F. Right of First Refusal

ACAFA members will be offered the right of first refusal, based upon rotating seniority, for teaching assignments that occur during the summer sessions. ACAFA members will be offered the right of first refusal, based on rotating seniority, for two non-consecutive overload teaching assignments per semester. An ACAFA member teaching either "Front of the House" or "Back of the House" shall not be permitted to teach an overload. The ACAFA member must be qualified to teach the assigned course(s). Determination of an ACAFA member's qualifications to teach courses shall be made solely by the ACA dean or his/her designee.

The most senior Association member shall have the right of first refusal to teach a course at a location other than the main campus when more than one Association member is qualified by the Administration to teach the course. These arrangements would originate from the ACA Dean or his/her designee.

G. Attendance at College Functions

Member's attendance at all College-sponsored, non-academic functions and activities shall be voluntary. Because the Commencement ceremony is an academic function, members shall make every effort to attend Commencement.

H. Mental/Physical Examination

Any psychiatric examination required by law or by the College shall be paid for by the Board. If, at the educator's option, he/she chooses his/her own psychiatrist, he/she shall pay for same.

Any physical examination required by law or by the College shall first be submitted for payment to the employee's health insurance provider. Expenses not covered by the provider will be furnished by the board. If, at the educator's option, he/she chooses his/her own physician, he/she shall pay for same.

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 ACAFA member for advanced study and/or research if the Board feels the study shall benefit the College, the Academy, and the ACAFA member. The Board may extend the leave beyond one year. Upon return, the ACAFA member shall be placed in the same or comparable position and salary level as if employed at the Academy during the leave.

B. Service in Professional Organizations

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

C. Sabbatical

1. Six-Year Residency

ACAFA members who have completed six years of service at the Academy are eligible to apply for sabbatical.

2. Appropriate Activities

The following activities are appropriate for the granting of sabbatical:

- a. Full-time attendance at an accredited college.
- b. Full-time attendance at an institution specializing in culinary training.
- c. Participation in professional development activities sponsored by an institution such as Johnson and Wales or the Culinary Institute of America and/or courses sponsored by the American Culinary Federation, American Dietetic Association and/or National Restaurant Association. In all cases of ACAFA sabbaticals, the length of the sabbaticals shall only encompass the

duration of the course work and must result in a completed sabbatical project within the time frame of the leave of absence.

3. Salary

An ACAFA member on sabbatical leave shall receive full base salary for one or more academic blocks as agreed upon or one-half of base salary for a 10-month leave.

4. Return for One Year

An ACAFA member receiving a sabbatical leave must return to the Academy for one year after the leave.

5. Position on Return

Upon return, the ACAFA member shall be placed at the same or comparable position and salary level as if employed at the Academy during the leave.

6. Application Procedure

Application for sabbatical leave will be filed with the Sabbatical Leave Committee no later than Nov. 1 of the preceding academic year. ACAFA 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/Academy program.

7. Sabbatical Leave Committee (SLC)

The Sabbatical Leave Committee is composed of the academic vice president, acting as chairperson; a departmental chairperson selected by the College President; an educator at large to be selected by the College President; two Association members selected by the Education Association President; two ACCCOSAP members selected by the ACCCOSAP President; one ACAFA member selected by the ACAFA President; and one SSAACCC member selected by the SSAACCC President. The selected SSAACCC member must have attained at least a bachelor's degree.

8. Sabbatical Report

The leave applicant shall file an interim and final report of accomplishments obtained pursuant to the objectives (i.e. Appropriate Activities) outlined to the SLC.

The interim and final reports must be consistent with guidelines and deadlines established by the SLC. The guidelines and deadlines shall be published and available to any Association member seeking sabbatical leave.

9. Members on sabbatical leave shall not be permitted to teach or mentor for the College while on sabbatical.

D. Maternity

An ACAFA member requesting unpaid maternity leave shall:

1. Apply in writing to Human Resources and her supervisor within eight weeks of confirmation of pregnancy by her physician.
2. Notify Human Resources and the supervisor in writing 60 days before the leave begins or immediately upon the physician's recommendation.
3. Supply Human Resources with certification from the member's physician of her ability to satisfactorily perform her duties.
4. Supply Human Resources with a physician's certificate attesting to her ability to satisfactorily return and perform her duties. Return to work will start at the beginning of the semester or block.
5. Reappointment will not be denied on the basis of pregnancy alone. If the ACAFA member is granted reappointment, the maternity leave shall continue to its end.
6. Upon return, the ACAFA 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 ACAFA member adopting or assuming legal custody of an infant or pre-school child shall receive similar unpaid leave which will begin upon receiving actual custody of the child or earlier if necessary to fulfill the requirements for the adoption or custody period. The ACAFA 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. Sick

ACAFA members will accumulate seven hours (one day) of sick leave per full month worked.

Educators shall provide a minimum of 7 days notice to the ACA dean and Human Resources prior to returning from extended sick leave.

H. Sick Pool

1. A sick leave pool will be established with each ACAFA member contributing 35 sick leave hours (five days) per year to the pool.
2. The Board will contribute 315 hours (45 days) on a one-time only basis for a start-up total of 910 hours (130 days).
3. When the ACAFA's contribution to the pool reaches 910 hours (130 days), the ACAFA will begin to pay back 315 hours (45 days) to the Board at a proportionate rate not to exceed 35 hours (five days) per ACAFA member.
4. An ACAFA member may access the sick leave pool under the following conditions:
 - a. All sick, vacation, compensatory and personal leave is exhausted.
 - b. A 35-hour (five-day) period of absence precedes the access.
 - c. The maximum an ACAFA member may charge against the pool shall not exceed 315 hours (45 days), if an unused balance remains in the pool.
5. The Board will maintain records of hours accumulated and used by ACAFA members, itemizing all credits and charges, so that an ACAFA member can claim for credit all individual unused hours if:
 - a. A statute is enacted that would allow an ACAFA member to use individually accumulated sick leave for compensation upon retirement.
 - b. The person is no longer recognized as an ACAFA member but is still employed by the Board.
 - c. This program is not sustained by future agreements.
6. No claim for pool credits shall be made by an ACAFA member absent due to a worker's compensation injury or illness as prescribed by law or an ACAFA member eligible for long-term disability compensation as provided by their retirement program.

7. Use of the ACAFA sick leave pool is limited to ACAFA members who have suffered a catastrophic illness, as verified, in writing, by their physicians.

I. Personal

Up to 28 hours (four days) leave of absence for personal matters that require absence during working hours, shall be granted. The Board expects that ACAFA members shall provide 48 hours of written notice prior to the use of personal leave time. ACAFA members shall not be asked to specify the purpose of the leave. Unused personal hours shall be converted to sick leave hours and added to the ACAFA member's accrued sick leave at the end of the fiscal year.

J. Bereavement

Up to four days of non-accumulative leave of absence with pay shall be granted at any one time upon the death of an Association member's spouse, domestic partner, child, foster child, parent, sibling, step-child, step-grandchild, ward, step-parent, foster parent, grandparent, grandchild, parent of spouse, grandparent of spouse or domestic partner, sibling of spouse or domestic partner, or any relative living in the same household.

Additional days, if needed, may be charged to personal leave.

To verify the relationship of the deceased to the member, documentation denoting the relationship may be required by the member's supervisor. In the event that such documentation is requested and is not sufficiently provided, denial of the bereavement leave shall not be subject to grievance.

An ACAFA member planning to take bereavement leave should provide a 48-hour written notice to his/her supervisor.

K. Sick Leave Payment

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

1. The reimbursable rate shall be the ACAFA member's base salary at retirement.
2. ACAFA 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.
3. The ACAFA member must be at least 50 years of age.
4. ACAFA members must have at least 10 years of consecutive full-time service to be eligible.
5. The payout shall not exceed 100 percent of the accrued leave nor shall the total payment exceed \$8,500

L. Absence Reporting

ACAFA members shall report their inability to attend work in accordance with college policy by calling the College's Absence Reporting System (609-646-5040) and the ACA Dean's office.

M. Emergency Leave

An ACAFA member may take up to 21 hours (3 days) of leave with pay if his/her spouse, domestic partner, parent or child is hospitalized for emergency medical treatment.

N. Training Leave

ACAFA members assigned by ACA Administration to attend off-site workshops, seminars, conferences or other professional development activities shall not be charged personally accumulated leave time.

Members requesting leave for unassigned workshops, seminars, conferences or other professional development activities may be charged personally accumulated leave time, at the discretion of ACA management.

Article VI
Other ACAFA Benefits

A. Tuition Waiver

1. Association members shall be permitted to take credit course instruction at no tuition charge at Atlantic Cape Community College. The intention is to waive tuition not to provide an outlay of cash.
2. Courses need not be related to the Association member's current work. Admission standards must be met for all courses or disciplines for which the Association member applies.
3. Cost of books, lab fees, etc., must be undertaken by the Association member.
4. Spouses, domestic partners and dependent children of Association members may attend Atlantic Cape Community College credit courses without payment of tuition. All spouses, domestic partners and dependent children shall be subject to the same rules and regulations as the regular College student body. Dependent children shall be interpreted as defined by the Internal Revenue Code of the United States.
5. Requests for tuition waiver are approved by Human Resources on forms supplied by the College. Out-of-county association members shall make every effort to obtain a charge back authorization from their county.
6. Association members may take any number of credit courses on their personal time under the tuition waiver. Spouses and dependent children may be full-time students.
7. The Association member or his/her dependent shall be permitted to use the tuition waiver for any credit course one time only, unless the class is a remedial/developmental class in which the student will be permitted to retake the class one time.

If the student chooses to retake the class, no tuition waiver shall be granted except when extenuating circumstances as per the student handbook occur.

B. Non-Credit Courses

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

C. Tuition Reimbursement

ACAFA members taking undergraduate, graduate and/or professional-level course work from an accredited college or institution that is relevant to the member's professional responsibilities may apply to the Sabbatical Leave Committee for tuition reimbursement. The College will establish a pool of \$10,000 for this purpose.

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.

Unused tuition reimbursement pool funds shall be returned to the Board.

Members must earn a grade of "C" or better for the coursework in which reimbursement is sought.

Article VII

Grievance Procedure

A. Definition of a Grievance

A grievance is a claim by one or more ACAFA members or by ACAFA, 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 Commission on 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 ACA Dean. 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 ACA Dean shall meet with the grievant and discuss the facts and circumstances in an effort to resolve the grievance. The ACA Dean shall provide a written disposition of the grievance within seven working days of the last meeting with the grievant. A copy of the written disposition shall be mailed or delivered to the grievant, the Chief Human Resources Officer and the Chief Academic Officer.
3. If the grievant is not satisfied with the disposition of the grievance by the ACA Dean, a written appeal may be made to the Chief Human Resources Officer within seven working days from the receipt of the ACA Dean's disposition.
4. The Chief Human Resources Officer 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 Chief Human Resources Officer shall provide a written disposition of the grievance within seven working days of the last meeting with the grievant. A copy of the written disposition shall be mailed or delivered to the grievant.
5. If the grievant is not satisfied with the disposition of the grievance by the Chief Human Resources Officer, a written appeal may be made to the Chief Academic Officer within seven working days from the receipt of the Chief Human Resources Officer's disposition.
6. The Chief Academic Officer 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 Chief Academic Officer shall provide a written disposition of the grievance within seven working days of the last meeting with the grievant. A copy of the written disposition shall be mailed or delivered to the grievant.
7. If the grievant is not satisfied with the disposition of the grievance by the Chief

Academic Officer, a written appeal may be made to the College President within seven working days from the receipt of the Chief Academic Officer's written disposition to the grievance.

8. 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 will be mailed or delivered to the grievant.
9. If the grievant is not satisfied with the disposition of the President, the grievant, with ACAFA approval, may submit the issue to arbitration within 30 days. If the parties cannot agree on an arbitrator, one will be selected according to the rules and procedures of the Public Employment Relations Commission, whose rules shall govern the arbitration proceeding. The arbitrator shall not have the power to alter, add to or subtract from the terms of this agreement. The arbitration decision shall be binding based on the terms of this agreement.
10. The fees and expenses of the arbitrator shall be shared equally by the College and ACAFA.
11. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. Time limits can be extended by mutual consent.
12. All documents, communications and records dealing with a grievance shall not become part of the permanent personnel files of the participants.
13. The grievant and ACAFA shall be furnished with relevant information in the possession of the Board for the processing of any grievance.
14. 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.
15. 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.
16. The College President may intervene at any time and discuss and determine the

grievance without the necessity of the appeals.

17. A failure on the part of the administration to make a written determination of the grievance, within the time allowed, shall establish a denial of the grievance.
18. No reprisals shall be taken by any of the participants in the grievance procedure by reason of participation.
19. All meetings and hearings shall be conducted in private and shall include the parties of interest and/or their designated representatives.

Article VIII

Terms of Employment

A. Contracts

1. ACAFA members shall receive contracts of employment renewable each year.
2. The conferring of the initial contract carries an expectation of renewal if the ACAFA member's performance and behavior meets predetermined standards.
3. The Board shall adhere to Just Cause for the non-renewal of an ACAFA member's employment contract.
4. The College President shall provide the ACAFA with specific reasons for non-renewal recommendations.
5. Notices of non-renewal shall be issued to ACAFA members no later than Feb. 15.
6. ACAFA members may appeal non-renewal decisions to the Chief Academic Officer and/or the President within 30 days of the non-renewal decision.
7. All parties are entitled to have representation at meetings involving contracts.
8. If an ACAFA member resigns or retires, a 30-day notice should be given to the ACA Dean. An ACAFA member who has resigned shall be ineligible for paid sick leave beginning 30 days from the effective date of the member's last day on the payroll. The member shall be ineligible for paid sick leave within 30 days of his/her retirement date, unless the ACAFA member has suffered a catastrophic illness, as verified, in writing, by the member's physician.
9. Annual contracts or letters of intent shall be issued by March 15.
10. If a general reduction in force is being considered, the Board shall notify and consult with the ACAFA as soon as practical, but except in extreme emergency, not less

than 210 days before the reduction is to take place for reasons of fiscal crisis and 210 days before layoffs due to a natural diminution in the number of students in a program or a reduction in programs. The Board shall discuss with the ACAFA the reasons for determining that a reduction of staff is deemed necessary.

B. Educator Rank

Educator I

Associate Degree with five years experience, documenting matriculated enrollment in pursuit of a Bachelor's degree (12 credits in the previous 2 years) or a Bachelor's degree with additional three years experience in college teaching and completion of professional certification as defined by the ACA dean and accrediting body.

Educator II

A Chef Educator may be promoted to Chef Educator II if he/she has an Associate's Degree with 10 years of college-level instructional experience, documented credits in pursuit of a Bachelor's degree (six credits per year for the previous two years) or Bachelor's degree with seven years of college-level instructional experience or a Master's Degree in a relevant field and five years of college-level instructional experience, and completion of Certified Culinary Educator or equivalent, and has been a Chef Educator with Atlantic Cape for at least eight years, and has demonstrated teaching effectiveness, professional/scholarly growth, contributions to the college, and a responsive to college needs. (See References).

Educator III

A Chef Educator II may be promoted to Chef Educator III if he / she has a Bachelor's Degree and 15 years experience or a Masters degree with 12 years experience. The individual has maintained ACF (or other approved entity) certification for a minimum of 10 years.

Article IX

Due Process

A. Standards and Procedures

1. Due process refers to the standards and procedures that should be followed in dealing with any adverse action brought by the College against an ACAFA member.

The ACAFA President will be notified within five working days when a written disciplinary action is taken against an ACAFA member. These procedures are meant to provide fair and equitable treatment for the ACAFA member by insuring as far as possible against arbitrary, capricious or inequitable actions.

2. ACAFA members shall be given appropriate reasons and timely notice of adverse action within one week of the alleged violation if the College plans disciplinary action against the ACAFA members.
3. ACAFA members shall be provided an opportunity to have a conference with their supervisors within one day of the issuance of 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 ACAFA 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 ACAFA member and/or ACAFA representatives have the right to present evidence to refute the charges.
7. If there are no reoccurrences of the offense within a 24-month period, all records of the offense shall be removed from the ACAFA member's personnel file.

B. Just Cause

ACAFA members shall not be disciplined or reprimanded without just cause. Any such action asserted by the Board or its representative, shall be subject to the grievance procedure.

Article X
Criteria for Promotion

The following criteria will be considered in addition to the criteria indicated in the faculty job description in the Policies and Procedures Manual. For promotion to a higher rank only those activities performed since the previous promotion will be considered. The level of performance will be consistent with that achieved for the previous promotion.

A. Teaching Effectiveness

Some combination of the following examples:

1. Evidence of active student engagement, intellectual inquiry, and cogent discourse documented through class observations of teaching.
2. Evidence of curricula that is well developed intellectually sound.
3. Use of effective instructional strategies as documented in class observations.
4. Demonstrated evidence of alternative or innovative instructional methods to accommodate a range of various learning styles.
5. Learning objectives and outcome assessments are aligned and clearly stated on syllabus.
6. Providing demonstrated evidence of linking learning assessment outcomes to instructional effectiveness.
7. Documented or demonstrated activities that assist student learning outside of the classroom.

B. Professional Growth

Providing evidence of a sufficient combination of professional and scholarly activities such as:

Professional Activities

1. Attending professional meetings as an active participant and sharing the findings with the faculty
2. organizing a professional meeting
3. serving as a presenter at a conference
4. serving as a panelist at a meeting

5. serving as moderator/facilitator, recorder, editor, etc.
6. holding an office in a professional organization
7. serving on or chairing an organizational committee.

Scholarly Activities

1. publishing articles in professional journals or exhibiting recognized works of art.
2. submitting manuscripts;
3. preparing reports on research.
4. participating in Institutional research
5. completing several courses, workshops or colloquia to enrich pedagogical or discipline knowledge
6. conducting a study of scholarly value
7. serving as a guest lecturer or artist in residence
8. editing textbooks

C. Contributions to the College and Responsiveness to College Needs

Some combination of the following:

Contributions/Responsiveness

1. Evidence of committee service resulting in new procedures or studies
2. Chairing a committee.
3. Documented evidence of service to a department or organizational unit
4. Advising student clubs or organizations
5. Conducting a workshop or other college activity.
6. Performing speaking engagements or demonstrations on behalf of the College.
7. Shares teaching materials and innovative techniques with colleagues.
8. Proposing and implementing new programs and courses.
9. Influencing the implementation of improved or revised administrative strategies
10. Develops relationships, serving as a liaison to feeder schools, (high schools, vocational schools, middle schools).
11. Initiates contact and participates in a resulting articulation with a four year accredited college or university

D. Promotion Procedure

1. The promotion procedure is initiated by the educator seeking promotion by submitting a promotion package to the supervisor. The promotion package will contain at least those items specified in the Evaluation Procedure of Article XV.
2. The supervisor will add to the package a summary evaluation that will be discussed with and signed by the faculty member, the signature indicating only that this evaluation was seen and discussed. The educator may add his/her comments to be included with the supervisor's evaluation.

At this point the educator may have the promotion package sent to the next line supervisor, if applicable, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

3. The next line supervisor will add to the package a written evaluation covering those areas pertinent to promotion about which he/she has knowledge. The supervisor's evaluation will be discussed with and signed by the educator, the signature indicating only that this evaluation has been seen and discussed.

The educator may add his/her comments to the supervisor's evaluation. At this point the instructor may have the promotion package sent to the Chief Academic Officer, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

4. The Dean of Academy of Culinary Arts will add to the package a written evaluation covering those areas pertinent to promotion about which he/she

has knowledge. The Dean's evaluation will be discussed with and signed by the educator, the signature indicating only that this evaluation was seen and discussed. The educator may add his/her comments to be included with the Dean's evaluation.

At this point the educator may have the promotion package sent to the College President, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

E. Promotion Priority

If several people are qualified for promotion, and if the money for promotion is limited, then those educators qualified for promotion and at the maximum salary for their ranks will be promoted first. Educators passed over once will be promoted first the next year even over other educators who may be at their maximum salaries for their ranks.

F. Promotion Timetable

The individual applies for promotion early in the spring semester in anticipation of the promotion being granted by the Board at the end of the spring semester, a year hence. The Administration will assume responsibility to notify the members of the dates of the timetable a reasonable time before these dates. The following timetable gives deadlines by which activity must be completed.

Spring (*prior to promotion year*)

April 30

The educator seeking promotion completes the “Promotion Interest Form” and submits it to the Dean of the Academy of Culinary Arts with a copy to the Chief

Academic Officer. With this, the educator submits a preliminary draft of his/her promotion package or a comprehensive outline with supporting documentation collected to date that makes note of subsequent documentation to be added when available. This draft or outline effectively summarizes what the candidate can document regarding teaching effectiveness, professional growth and contributions to the College.

May 1

The educator has the initial conference with the Dean of Academy of Culinary Arts to discuss candidacy and criteria for promotion. Before this conference, the Chief Academic Officer meets with the Dean of Academy of Culinary Arts to reach a consensus so that, if need be, the Dean can tell the member what changes in the job performance are expected to be recommended for promotion. This consensus will be communicated to the member at this conference.

Fall (*promotion year*)

Sept. 15

The educator submits his/her promotion package to the Dean of Academy of Culinary Arts.

Nov. 15

The classroom observation is completed. Post-conference summary is prepared by the Dean and/or the Director of Culinary Operations and submitted to candidate.

Spring (*promotion year*)

March 15

Complete additional observations and conferences as necessary.

April 15

The Dean submits the promotion recommendation to the Chief Academic Officer.

May 15

The Chief Academic Officer's or designee's evaluation is discussed with and signed by the member. The CAO submits promotion recommendation to the President.

June

The President recommends promotion of educator to the Board.

G. Promotion Outcomes

The promotion process can have two possible outcomes.

1. The individual seeking promotion is promoted.
2. It is determined that promotion is not warranted at this time. Following the conference or step in the timeline when this determination is made, an improvement plan will be presented to the educator for implementation. The individual may reapply for promotion within a period of up to three years as agreed upon in the improvement plan conference.

Article XI

Health Benefits

A. Health Insurance

The College participates in and abides by the rules and regulations of the New Jersey State Health Benefits Program. . This coverage becomes effective for new employees in accordance with the provisions of the State Health Benefits Program. For present employees, the annual enrollment period shall be in accordance with the provisions of the State Health Benefits Program.

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 or carious lesions); and 50 percent coverage for major restorative (crowns, inlays and gold restorations) and prosthodontics (bridges, partial and complete dentures) benefits with a \$1,300 maximum per family member per year. A deductible amount of \$75 per ACAFA member and up to \$225 per family shall be applied, per calendar year, for dental care including preventive and diagnostic services.

The selection of the insurance carrier will be at the sole discretion of the Board. Coverage for new ACAFA members becomes effective in accordance with provisions of the insurance carrier's program.

C. Prescription Plan

The State Health Benefits Plan is based on a co-pay established by the carrier. The Board will pay the premium for the ACAFA member and eligible dependents. Coverage for new ACAFA members becomes effective in accordance with provisions of the prescription program.

D. Vision Care

A vision care program is available once every two years for ACAFA 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 at the above scheduled rates. Plain sunglasses are not covered.

E. Disability Insurance

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

Article XII

Miscellaneous

A. Copies of Agreement

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

B. Provisions Contrary to Law

If any provision or application of this agreement is found to be contrary to law, the provision or application shall be not be 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 the ACAFA and the Board.

D. Representation Fee

1. Under authority of N.J.S.A. 34:13A-5.4, each ACAFA member shall be required, as a condition of employment, to become a member of the ACAFA or begin and maintain representation payments equal to 85 percent of the total of regular ACAFA membership dues, initiation fees and assessments. This provision shall apply beginning on the first day of the month following three months of employment or the 30th day following the effective date of this provision, whichever is later.

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 A of this agreement.
3. A properly executed copy of payroll deduction authorization for each ACAFA 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 forms. If an ACAFA member refuses to authorize the deduction for representation fee, the ACAFA 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 officer. Deductions begin at the first pay period after that date and each pay period thereafter if the ACAFA member has sufficient net earnings to cover the payment.

E. Contract Closure

ACAFA members must be employed full time prior to July 1, 2010 to receive the across-the-board salary increase and other benefits of the first year of this agreement. ACAFA members hired full time after Feb. 15 shall receive a pro-rated amount of the upcoming July 1 across-the-board increase.

F. Employer-Employee Committee

A joint employer-employee committee shall be advisory to the ACA Dean with membership drawn in equal numbers from both parties. Upon request of either party, the committee shall meet twice per semester and deal with problems of mutual interest and make suggestions to promote a harmonious work environment and safe working conditions for ACAFA members and the College. A Human Resources representative shall provide a written report to all parties concerning topics discussed at each meeting.

G. Distance Education

ACAFA members engaged in distance education shall be subject to the terms and conditions found in Education Association Article XVI (Copyright and Intellectual Property).

Article XIII
Compensation

A. Salary Increase

ACAFA members shall receive the following base salary increases:

- a. Effective July 1, 2010, members shall receive a 2.5 percent base salary increase.
- b. Effective July 1, 2011, members shall receive a 2.25 percent base salary increase.
- c. Effective July 1, 2012, members shall receive a 2.0 percent base salary increase.
- d. Effective July 1, 2013, members shall receive a 2.0 percent base salary increase.

B. Starting Salary

The minimum annual salary for full-time ACAFA members shall be:

July 1, 2010	\$44,068
July 1, 2011	\$45,059
July 1, 2012	\$45,961
July 1, 2013	\$46,880

C. Overload Teaching

An ACAFA member assigned duties above and beyond his/her established 35-hour work week shall be compensated an overload rate of \$32 per hour.

Effective July 1, 2011, the rate shall be \$34 per hour.

Effective July 1, 2012, the rate shall be \$35 per hour.

Effective July 1, 2013, the rate shall be \$36 per hour.

An ACAFA member teaching a Saturday credit or non-credit teaching load above and beyond the 25-hour five-day or 28-hour four-day scheduled contact instruction week shall

be compensated at 1.5 times the overload rate.

D. Cooperative Education

Educators shall receive 4 times the overload rate for cooperative education advisement for up to 20 students per semester.

E. Professional Development

The College and the ACAFA recognize the importance of academic development on the effectiveness of teaching. To promote and encourage professional growth, each ACAFA member will have \$200 per academic year to be used for scholarly activities like memberships in professional organizations, ACF certification or re-certification, scholarly publications, research, convention expenses, and materials to enhance classroom instruction. Such classroom materials shall remain property of the ACA.

Licenses, recertification and membership fees as specifically required by the accrediting body and approved by the ACA dean shall be reimbursed 100% of their cost and shall not be included in the \$200 professional development allotment. Unused professional development money shall be added to the following year's fund in an effort to cover recertification expenses.

F. Degree/Credentials Incentive

ACAFA members who have attained the following degrees or certifications shall receive a one-time base salary increase of \$500 for each degree or certification. ACAFA members shall receive these respective one-time degree incentives one time during their employment with Atlantic Cape.

Registered Dietician

Bachelor's Degree

Master's Degree

The ACAFA member shall submit copies of diploma and transcripts to the Human Resources Department prior to payment. Degree or accreditation must be earned from an

accredited institution. Newly hired ACAFA members shall earn this incentive, if applicable, after three months of full-time service. ACAFA members currently holding these degrees or certifications at the time of Board ratification of this agreement shall not receive retroactive payments. Payment shall be effective to date of Board ratification. Payments shall be one-time only. If an ACAFA member has attained two or more bachelor's or master's degrees, he/she shall be eligible for one payment only.

G. Longevity

ACAFA members completing 10 and 20 years of full-time employment shall earn a base salary increase of \$250. This amount shall be added to the ACAFA member's base salary prior to the first day of the next semester. .

H. Promotion Increments

Promotion from Chef Educator I to Chef Educator II shall be awarded 5 percent of Association member's base salary.

Promotion from Chef Educator II to Chef Educator III shall be awarded 5 percent of Association member's base salary.

Promotions given during the year shall be prorated.

I. Club Advisement

Educators advising Student Government Association approved Culinary student clubs shall receive a \$200 stipend per semester. If more than one educator serves as an advisor, the stipend shall be split equally.

Article XIV

Reduction in Force

A. ACAFA Notification

If a general reduction in force is being considered, the Board will notify and consult with ACAFA as soon as practical, but except in extreme emergency, not less than 210 days

before the reduction in force is to take place for reasons of fiscal crisis and 210 days before layoffs due to a natural diminution in the number of students in a program or a reduction in programs. The Board will discuss with ACAFA the reasons for the staff reduction.

Reduction in force for ACAFA members will be according to reverse order of seniority, qualifications as determined by the certification standards of the National Chefs Association, or other comparable and unassailable compensating qualifications including teacher performance evaluations.

B. Recall

Chef educators shall be recalled in inverse order of lay off for position openings for which they are qualified. In the event that there is more than one person occupying the same slot on the recall list, the matter shall be referred to the date of the signing of the individual's contract. i.e. Earliest signed is first recalled.

C. Service Credit

An ACAFA member affected by a reduction in force shall not suffer a loss in credit for previous years of service. Upon return to the ACA, the affected ACAFA member shall return to his/her previous level of salary and seniority as if still employed by the Board during the RIF.

Article XV
Evaluation

A. General Procedures

Each ACAFA member shall be evaluated at least once per fiscal year. The evaluations will take place in either the fall or spring semesters with all evaluations being completed and submitted to the ACAFA member and the Human Resources Department before the end of the spring semester. The results of the written evaluation shall be made available to the ACAFA member within five working days of the evaluation. The ACAFA member shall return the written evaluation to the ACA Dean within 72 hours of receipt. The evaluation

should be filed in the ACAFA member's personnel file in the Human Resources Department within five working days of its return to the ACA Dean.

B. Pre-Observation Conference

The evaluations shall begin with a pre-observation conference with the ACA Dean, Assistant Director or Chef Supervisor. This meeting will be scheduled at least five working days before the observation to discuss a timetable for the observation and to review the instrument of evaluation that is the Academy of Culinary Arts Educator Evaluation Report.

C. Class Observation

In-class observations shall occur on an on-going basis. The formal in-class observation shall take place on the day discussed in the pre-observation meeting. In the event of a date change, an alternate day for the formal evaluation shall be scheduled within five working days of the original observation date.

D. Post Observation

A post observation conference with the ACA Dean, Assistant Director or Chef Supervisor will be held within five working days of the observation to discuss the evaluation. A copy of the completed report will be given to the ACAFA member. A second copy will be sent to the Human Resources Office for placement in the ACAFA member's personnel file. The evaluation report shall be signed by the ACA Dean, Assistant Director or Chef Supervisor and the ACAFA member. The signature of the ACAFA member does not establish acceptance of the evaluation. The signature indicates that the ACAFA member was provided the opportunity to review the report. The ACAFA member may also provide an addendum to the evaluation that will be attached to the form and included in the personnel file.

Article XVI
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 rules, regulations and policies as it deems necessary will be limited only 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, demote, transfer and direct ACAFA members. The Board reserves the right to take disciplinary action against ACAFA members, up to and including discharge, for just cause. The Board directs College operations and takes actions necessary to accomplish the College mission, except as specifically provided by this agreement.

Article XVII
Duration of Agreement

This agreement shall be in effect from July 1, 2010, through June 30, 2014, unless ACAFA and the Board mutually agree in writing to an extension.

For the Board:

For the ACAFA:

Chairman,
Atlantic Cape Community College
Board of Trustees

President, Academy of Culinary Arts
Faculty Association of Atlantic Cape
Community College

President,
Atlantic Cape Community College

Secretary, Academy of Culinary Arts
Faculty Association

Date of BOT approval: October 6, 2011

Date of Ratification: September 20, 2011

Appendix A

Atlantic Cape Community College

Payroll Deduction Authorization

I, _____, hereby authorize Atlantic Cape 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 Association ACCCOSAP SSAACCC 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 the application is tendered to the Payroll Office with deductions effective the first pay period after that date.

Date: _____ Employee's Signature _____

Appendix B
Promotion Interest Form

TO:

FROM:

SUBJECT: Promotion - Preliminary Application

This is to inform you of my intention to apply for promotion by Sept. 15, 2____. According to the provisions stated in Article X of the Master Contract, effective academic year ____.

Date hired _____

Date last promoted _____

Present rank _____

Years¹ at present rank _____

Years¹ full-time teaching experience³ _____

Years¹ full-time teaching experience
at college level³ _____

Years² full-time teaching equivalence..... _____

Date of all past contractual satisfactory
yearly evaluations _____

Signature

Date

NOTE: To be given to your supervisor(s) on or before April 30 (Spring prior to the promotion year)

c: Dean, Academy of Culinary Arts

¹Not including this academic year.

²Explain in detail on reverse side.

³List on reverse side. Include employer, dates and title or duties.

