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A G R E E M E N T

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Somerset County College

BOARD OF TRUSTEES

OF

SOMERSET COUNTY COLLEGE

AND

THE SOMERSET COUNTY COLLEGE  
FACULTY ASSOCIATION

SOMERSET COUNTY COLLEGE  
GREEN BROOK, N.J.

x July 1969 - August 31, 1970

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A G R E E M E N T

THIS AGREEMENT made by and between the BOARD OF TRUSTEES OF SOMERSET COUNTY COLLEGE, hereinafter called the Board, and THE SOMERSET COUNTY COLLEGE FACULTY ASSOCIATION at Somerset County College, hereinafter called the Association entered into this        day of July, 1969.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for the students of this college is their mutual aim and that the character of such education depends in great measure upon the quality, morale and dedication of the college faculty and

WHEREAS, the members of the faculty are particularly qualified to aid and assist in the development of policies and in determining educational programs for the purpose of making recommendations to the Board of Trustees through the office of the President, and

WHEREAS, the Board and the Representatives of the Association have agreed upon the terms of an agreement between them and have reached certain understandings which they desire to express in this agreement,

In consideration of the following mutual covenants,  
it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

The Somerset County College Board of Trustees recognizes the Somerset County College Faculty Association as the designated representative for purposes of collective negotiations, according to law, for all professionally qualified full time faculty under contract or on official leave, employed by the Board of Trustees, excluding,, however, all professional personnel serving in a managerial capacity as designated by the President of the College.

A. The term faculty as herein used shall apply to all academic ranks except teaching assistants and laboratory assistants and shall refer only to full-time faculty represented by the Association.

B. The Board agrees not to negotiate with any full time faculty member individually or with any faculty organization other than the Association for the duration of this agreement.

ARTICLE 2

SALARIES

The salaries of full time faculty covered by this agreement shall be as set forth in Schedule "A", which is attached hereto and made a part hereof. Said salary schedule will be effective for the 1969-70 academic year and will remain in effect until August 31, 1970 and thereafter until the parties shall negotiate on and agree upon any changes in this schedule.

Said salary schedule sets forth and represents higher salary ranges for all ranks.

It is further understood as indicated by the Board that said new salary schedule is formulated in part as a result of the appreciation of the outstanding work of the faculty during the first year of the college.

### ARTICLE 3

#### FUTURE NEGOTIATIONS

There shall be no further conversations and negotiations which would result in or reflect in increased operating costs during the 1969-70 academic year.

The parties shall meet at reasonable times and at reasonable intervals (not later than December 15 of each year subject to emergent conditions) for the purpose of collective negotiations and conversations and to produce and submit in writing all proposals deemed by the parties as appropriate matters for negotiation which writing will be over the signature of the parties and filed according to law. Said future negotiations shall be pursuant to law and in recognition thereof.

### ARTICLE 4

#### GRIEVANCE PROCEDURE

A mutually acceptable grievance procedure is in the process of being worked out and when it is concluded it will be attached to the agreement and marked Schedule "B".

### ARTICLE 5

#### CONSTITUTIONAL AND STATE LAW RESERVATIONS

Nothing in this contract shall be construed as to alter the obligations and duties of parties to this contract who are public employees under Article I, Paragraph 19 of the Constitution

of the State of New Jersey, and nothing in this contract shall be interpreted or construed to deny public employees not covered by this Contract any rights expressly granted by the Constitution or by the public laws of this State.

#### ARTICLE 6

##### DURATION OF AGREEMENT

This agreement shall be effective as of the first day of July, 1969, and shall continue in effect until the 31st day of August, 1970, subject to the provisions for adjustments of salary contained in Article 2. This agreement shall not be modified, changed or extended unless by mutual written agreement of both parties.

#### ARTICLE 7

##### CONDITIONS OF EMPLOYMENT

The conditions of employment of the full-time faculty shall be as set forth and contained in Schedule "C" as annexed hereto and made a part hereof entitled "Conditions of Employment Full-time Academic Personnel". Said conditions of employment shall continue until modified or changed by the future agreement of the parties herein.

#### ARTICLE 8

##### FACULTY RIGHTS AND USE OF FACILITIES

A. Nothing contained herein shall be construed to deny or restrict to any Faculty member rights he may have under the General School laws of the State of New Jersey, or other applicable laws and regulations. The rights granted to Faculty hereunder shall be deemed to be in addition to those provided elsewhere.

B. The Association and its representatives shall have the

right to use the college facilities for meetings only when said use does not interfere with the operation of the college.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times. Reasonable time shall be defined as that period which does not interfere with the operation of the college or the performance of the regular duties of the members of the Association.

## ARTICLE 9

### MISCELLANEOUS

A. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. This agreement has been ratified by the members of the Association and by the members of the Board of Trustees.

IN WITNESS WHEREOF, the Somerset County College Faculty Association, has caused this agreement to be signed by its duly elected officers who represent that they have the authority to execute this agreement; and the Board of Trustees of Somerset County College, by its Chairman and Secretary have signed this agreement and have caused the corporate seal to be placed thereon.

SOMERSET COUNTY COLLEGE FACULTY ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_

SOMERSET COUNTY COLLEGE

By \_\_\_\_\_  
Chairman, Board of Trustees  
of Somerset County College

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary