

BOARD OF TRUSTEES OF THE MIDDLESEX COUNTY COLLEGE

Minutes of August 19, 1969 Meeting

A regular meeting of the Board of Trustees of the Middlesex County College was held at 7:45 p.m., August 19, 1969, in West Hall on the College campus. Members present were Mrs. Carman and Messrs. Feakes, Hughes, Klegman, L'Hommedieu, Marchitto, and Venezia. Messrs. Blunt and Rowland were absent. Also present were President Chambers, Mr. Hoffman, Mrs. Lake, and other visitors.

Mr. Feakes moved, seconded by Mr. Hughes, that the Minutes of the regular meeting of July 15, 1969, be approved as presented. The motion was unanimously carried.

FACILITIES AND EQUIPMENT COMMITTEE

Mr. Marchitto moved, seconded by Mr. Hughes, that a contract for concrete field testing and inspection and shear connector inspection services for the new Health Technologies building be awarded to Certified Testing Laboratories, Inc., of Bordentown, pursuant to the recommendation of the architect and college engineer, at the following prices:

Concrete field testing and inspection unit price per day, one-half day or less, \$25.00; more than one-half day, \$37.00; Saturdays or hours beyond eight in a given day, \$7.00 per hour.

Shear connector and inspection price per one-half day or less, \$75.00; full day, \$100.00; overtime per man hour, \$16.50.

These prices represent the lowest among three bids received by the architect.

After discussion, Mr. Venezia moved, seconded by Mr. Feakes, that the motion be tabled until arrival of the architect. The motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that the printing contract for the brochure for the 1969 Fall Session of the Continuing Education Division in the amount of \$1,327.50, be awarded to Lithold, Inc., of Highland Park, New Jersey; said amount being the lowest among seven bids received on July 11, 1969. After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that a contract for furniture for the Student Lounge in Main Hall be awarded to Allied Equipment Company, Inc., of Trenton in the amount of \$9,106.35, said amount being the lowest among nine bids received on July 9, 1969. After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Feakes, that the following progress payments on construction, having been approved by the architect and the college engineer, be approved:

L. Indri Construction Company For Alterations to Building #141	\$ 180.00
Sisler Brothers Construction Company, Inc. For General Construction on new Health Technologies Building	82,260.00

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that contracts for furnishing additional office supplies be awarded to the following companies in the amounts listed; said amounts representing the lowest prices among thirteen bids received on May 29, 1969, whether computed on an item by item or lump sum basis:

Kimber Business Machines North Brunswick, New Jersey	\$ 747.36
Viking Products Company Delanco, New Jersey	420.00
Harry Strauss & Son New Brunswick, New Jersey	246.00
Columbia Ribbon & Carbon Manufacturing Glen Cove, New York	<u>153.00</u>
TOTAL	\$1,566.36

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Klegman, that contracts for furnishing office furniture be awarded to the following companies in the amounts listed; said amounts representing the lowest prices among twelve bids received on June 13, 1969, whether computed on an item by item or lump sum basis:

Sears Roebuck & Company Newark Branch, New Jersey	\$ 3,734.00
Kimber Business Products North Brunswick, New Jersey	<u>7,644.50</u>
TOTAL	\$11,378.50

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that contracts for furnishing Mechanical Technology Supplies and Equipment be awarded to the following companies in the amounts listed; said amounts representing the lowest prices among seventeen bids received on July 9, 1969, whether computed on an item by item or lump sum basis:

Field Emission Corporation Rutherford, New Jersey	\$ 2,460.00
Benedict-Miller, Inc. Lyndhurst, New Jersey	96.82
William J. Hacker & Company West Caldwell, New Jersey	550.00
Thermo Electric Saddle Brook, New Jersey	341.36
Tinus Olsen Testing Machine Company Willow Grove, Pennsylvania	946.50
Engineering Educational Equipment Company Newtown, Connecticut	1,022.50
Brodhead-Garrett Cleveland, Ohio	5,290.00
The Wallace Machine Tool Company Teterboro, New Jersey	17,385.00
Adolph I. Buehler, Inc. Evanston, Illinois	606.60
Reiner Machinery Corporation New Hyde Park, New York	5,807.75
Scott Engineering Sciences Pompano Beach, Florida	4,610.00
Wilson Instrument New York, New York	<u>257.20</u>
TOTAL	\$39,373.73

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that contracts for furnishing electrical technology equipment be awarded to the following companies in the amounts listed; said amounts representing the lowest prices among four bids received on July 9, 1969, whether computed on an item by item or lump sum basis:

Hewlett Packard Paramus, New Jersey	\$3,548.78
Aaron Lippman & Company Highland Park, New Jersey	477.00
Cyclo-Electronics, Inc. Chicago, Illinois	1,618.04
Allied Electronics Long Island, New York	<u>34.65</u>
TOTAL	\$5,678.47

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that contracts for furnishing electrical technology supplies be awarded to the following companies in the amounts listed; said amounts representing the lowest prices among five bids received on July 9, 1969, whether computed on an item by item or lump sum basis:

William Electronics Supply Company Edison, New Jersey	\$ 345.39
Brunswick Blueprint Company New Brunswick, New Jersey	187.26
Freese Camera Shop New Brunswick, New Jersey	208.80
Allied Electronics Long Island, New York	269.42
Keuffel & Esser Company Teterboro, New Jersey	<u>78.99</u>
TOTAL	\$1,089.86

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Feakes, that contracts for furnishing physics equipment be awarded to the following companies in the amounts listed; said amounts representing the lowest prices among four bids received on July 9, 1969, whether computed on an item by item or lump sum basis:

Central Scientific Mountainside, New Jersey	\$ 48.56
Sargent-Welch Scientific Company Skokie, Illinois	2,078.50
Macalaster Scientific Company Nashua, New Hampshire	144.70
The Ealing Corporation Cambridge, Massachusetts	<u>501.00</u>
TOTAL	\$2,772.76

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that a progress payment in the amount of \$21,556.80 to Molnar Electrical Contractors, Inc., for work completed on the underground electrical project be authorized, said payment having been approved by both the architect and the college engineer. After discussion, the motion was unanimously carried. (Contract No.2--On this job there were only two contracts, Middlesex Concrete Products Company is No. 1, and Molnar Electrical Contractors, Inc., No. 2.)

Mr. Marchitto moved, seconded by Mr. Hughes, that the progress payment in the amount of \$20,668.68 to Middlesex Concrete Products Company for work completed on the new parking lot be authorized (Contract No. 1), said payment being approved by both the architect and the college engineer. After discussion, the motion was unanimously carried.

As a matter of record, the Chairman and the Secretary of the Board of Trustees will sign contracts for the new parking lot and tennis courts since approval has been received for use of the land. See June 17, 1969 Minutes, page 124, second resolution.

As a matter of record, the Chairman and Secretary of the Board of Trustees will sign contracts for the new Health Technology building, since approval has been received from the United States Public Health Service. See June 30, 1969 Minutes, page 147.

Mr. Marchitto moved, seconded by Mr. Hughes, that a change order in the amount of \$1,093.³⁸ additional to the contract

between Middlesex Concrete Products and Excavating Company and the Board of Trustees to provide for 323.3 square yards of additional paving, 35 lineal feet of additional concrete curbing, and 180 additional square feet of sod; said change order having been recommended by both the architect and the college engineer. After discussion, the motion was unanimously carried.

NOTE: Aerial survey originally run on the property was inaccurate in that amount, causing a discrepancy in the specifications and making it necessary for the contractor to put in additional materials and labor.

Mr. Marchitto moved, seconded by Mr. Hughes, that a change order in the amount of \$711.61 deduction to the contract be authorized for the contract between McGowan-McLean Corporation and the Board of Trustees due to the fact that all the performances required under the contract by McGowan-McLean had been improperly completed. After discussion, the motion was unanimously carried.

NOTE: McGowan-McLean Corporation is no longer in business due to bankruptcy and as a consequence, Charles Simkin & Sons, Inc., had to complete the plumbing done in Building #141.

Mr. Marchitto moved, seconded by Mr. Hughes, that the following contracts for Built-in Equipment in the Health Technologies building be awarded as follows:

Contract 6A - Biology Labs, Prep, Storage and Miscellaneous Equipment - Atkins & Company, Inc.	\$68,629.00
Contract 6B - Dental Chairs, Units, and X-Ray Equipment - A. Leventhal & Sons, Inc.	\$106,036.00
Contract 6C - Dental Tech and Dark Room Equipment - A. Leventhal & Sons, Inc.	\$37,116.00
Contract 6D - Nursing Student Practice Equipment - American Sterilizer Company	<u>\$ 7,260.00</u>
TOTAL	\$219,041.00

A written report from Mr. Walsh and opinion of Counsel relative to this motion are attached to the Minutes.

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, to take from the table the resolution relating to contract for concrete field testing and inspection and shear connector inspection services for the new Health Technologies building and said resolution be amended as follows:

That a contract for concrete field testing and inspection and shear connector inspection services for the new Health Technologies building be awarded to Certified Testing Laboratories, Inc., of Bordentown, pursuant to the recommendation of the architect and college engineer, said concrete field testing and inspection not to exceed an amount of \$3,500.00.

After discussion, the motion was unanimously carried.

Mr. Marchitto moved, seconded by Mr. Hughes, that a contract in the amount of \$15,320.00 be awarded to Madsen & Howell, Inc., for the furnishing of finish hardware in the new Health Technology building, said award having been recommended by both the architect and the college engineer. After discussion, the motion was unanimously carried.

NOTE: In the general construction contract on the new building there was a \$16,000.00 hardware allowance. Quotations were solicited and received by the architect's office, and he has recommended this award.

Mr. Donald Gatarz of the architectural firm of Eckert & Gatarz made a presentation of the College Center building on several different sites for the Board's consideration. Mr. Marchitto moved, seconded by Mr. Hughes, that the architect be authorized to develop drawings of the College Center building on Site #2 as described. After discussion, the motion was unanimously carried.

Mr. Marchitto reported that plans are underway to provide GSA with a physical survey of the land behind Raritan Hall and running south to the existing boundary line along the Lehigh Valley Railroad right-of-way in pursuance of college acquisition of this land.

The question was asked and answered affirmatively that all purchases approved on August 19, 1969, were within the funds allocated in the budget.

COMMUNITY AFFAIRS COMMITTEE

Mr. Klegman presented a report of the activities of the Community Services Department over the past month (copy filed with papers supporting the Minutes). 7

Mr. Venezia reported that plans are proceeding on the Scholarship Ball set for September 6 on campus. Tickets may be secured through Mr. Ciotta's office. Provisions have been made for a tent to cover the patio. Dinner will be served indoors and dancing will be on the patio. The committee will meet on August 20 to finalize plans. Mrs. Carman expressed her appreciation for the tremendous job done on the ball by Mr. Ciotta's office. Mr. L'Hommedieu, on behalf of the Board, expressed gratitude on the amount of work being done by all concerned on the Ball.

EDUCATION COMMITTEE

Mrs. Carman moved, seconded by Mr. Marchitto, that a ten dollar materials fee be authorized to be charged to enrollees in the ceramics and weaving courses in the Department of Fine Arts, effective for the first semester of 1969-70. After discussion, the motion was unanimously carried.

NOTE: This fee is to cover the cost of specialized materials which can more appropriately be purchased in bulk by the instructor than by the individuals, through the Bookstore, or otherwise.

Dean Foose reviewed the Admissions Report - Applications for September 1969, showing a total of 3,474 applications received as of August 13, 1969. He also said there were 40 students enrolled in the GOAL program.

Dr. Chambers was instructed by the Board to contact the Board of Higher Education relative to further funding by the State to accommodate additional students in the Pre-Technical program.

Dean Foose reviewed a summary report of the Placement and College Transfer Offices. Two hundred and thirty-seven graduates of the Class of 1969 have sought transfer and been accepted by senior institutions. Dean Foose also reviewed comparison figures on students who have sought employment rather than senior institutions. (Copies filed with Papers Supporting the Minutes.)

Dean Foose also reviewed a Financial Aid Report summarizing activity in the Financial Aids office and indicating the current status of the various funds which make up the total amount of monies the college has at its disposal to provide financial assistance to students.

Mrs. Carman reported on the two-day workshop, "Today's Eve", to explore opportunities for women in Education, Volunteer Work, and Employment, to be held on September 8 and 9. Registration is open to all interested women. Sixty-one women have applied in less than a week. The program is sponsored by the Department of Continuing Education.

A letter has been received from Vice Chancellor Bjork granting approval for programs in Computer Science and Civil Technology under date of July 22, 1969, with appropriate resolutions from the State Department of Higher Education.

Dr. Chambers reported that the Middle States team has been appointed and will visit the college on November 16 through 19. Dean Shindelman is chairman of the faculty committee responsible for writing and rewriting the accreditation report. The President's office is compiling addendums for this report so all materials will be available to the team. Dr. Clyde Blocker, chairman of the team, would like to meet with Trustees for dinner at the Holiday Inn in Edison at 6 p.m., on Sunday, November 16.

FINANCE COMMITTEE

Mr. Feakes reported that the audit for the past fiscal year has been in progress and is substantially completed. Hopefully, the report will be ready for the next meeting of the Board of Trustees. An unaudited report of the Student Faculty Association Bookstore has been distributed to Trustees., and a copy filed with Papers Supporting the Minutes.

PERSONNEL COMMITTEE

Mr. Venezia moved, seconded by Mr. Klegman, that:

Mrs. Emma Pelissier be promoted from her current rank and salary as Instructor, \$8,913.00, to Assistant Professor at \$9,600.00, effective July 1, 1969;

Mr. Karoly Nagy be appointed Chairman of the Rehabilitation Technology Department for the 1969-70 academic year;

The salary of Mr. David Bunch, Director of GOAL program be established for the fiscal year 1969-70 as follows:

For the period from July 1, 1969 to December 31, 1969, at the rate of \$11,033.00 annually, pro rata; and for the period from January 1, 1970 to June 30, 1970, at the rate of \$11,766.00 annually, pro rata;

The following additional appointments be made to the summer adjunct faculty at the salaries shown:

Mrs. Edna Kamis	\$600.00
Mr. Felix Murray	\$600.00

The following appointments to the academic staff be approved for the period from September 1, 1969 to June 30, 1970:

Mr. H. Trowbridge Harris, Instructor, Marketing Department at a salary of \$9,334.00;

Mr. Jack Moskowitz, Instructor, English Department, at a salary of \$8,492.00;

Mr. John A. McCurdy, Assistant Professor, Accounting Department at a salary of \$11,349.00;

Mr. Robert Nelson Perkins, Assistant Instructor, Department of Health, Physical Education and Recreation, at a salary of \$7,500.00;

Two of the salaries approved for academic personnel by the Board at its June meeting have been found to be in error, and therefore should be adjusted. They are as follows:

Mr. Robert Zifchak (12 months) from \$12,050 to \$12,650;

Mrs. Anita E. Voorhees (12 months) from \$9,775 to \$10,263, and that Mrs. Voorhees be appointed as Vocational Counselor and Assistant in the Dean of Faculty's office with the rank of Instructor;

The following appointments to the administrative staff be approved for the periods and at the salary rates indicated:

Mr. Fred R. Hertrich, Financial Aid/Admissions Counselor for the period of August 4, 1969 through June 30, 1970, at an annual salary of \$9,282.00 pro rata, with rank of Instructor;

Mr. Harold W. Meskers, Assistant to the Controller in the Business Office, Administrative Level II, for the period August 18, 1969 through June 30, 1970, at an annual salary rate of \$10,000 pro rata.

After discussion, the motion was unanimously carried.

Mr. Venezia moved, seconded by Mr. Feakes, that the Board accept the following resignations as of the dates indicated:

Mr. Paul Petrella, Assistant Professor in the Engineering Science Department, effective as of June 30, 1969;

Mr. Herbert S. Garson, Assistant to the Controller, effective as of July 11, 1969;

Mr. John Jacobs, Messenger, effective as of September 5, 1969;

Mr. Fletcher Byers, Custodian, effective as of July 31, 1969;

Mr. Peter Cerrato, temporary maintenance worker, effective as of July 7, 1969;

Mr. Joseph H. Frumkin, part-time electrician, Maintenance Department, effective as of July 16, 1969;

Mrs. Ruth Riggs, Library Director, effective as of September 30, 1969.

After discussion, the motion was unanimously carried.

Mr. Venezia moved, seconded by Mrs. Carman, that:

Mrs. Olga Spielman be transferred from Office Services Department to the Division of Student Personnel Services at no change in salary;

Mrs. Peggy Ann Johanns be appointed as Clerk-Typist II, Office Services Department, effective as of September 8, 1969, at a salary of \$325.84 per month;

Mr. Alfred Fenske be appointed as Mechanic II (Step I) in the Maintenance Department, effective as of July 22, 1969, at a salary of \$508.34 per month;

Miss Joyce F. Scroggs be appointed as an adjunct evening librarian to be employed for 24 hours per week at an annual salary of \$5,485, effective September 8, 1969 (12 months).

After discussion, the motion was unanimously carried.

Mr. Venezia moved, seconded by Mr. Hughes, that the Chairman and Secretary of the Board be authorized to sign the attached labor contract for the fiscal year 1969-70, between the Board of Trustees and Local #11, Warehousemen and Helpers of America, collective bargaining representative of maintenance and custodial workers of the College. After discussion, the motion was unanimously carried, subject to approval of Personnel Committee on changes.

NOTE: This contract has already been executed by the Union, and will be in effect from July 1, 1969 to June 30, 1970.

Mr. L'Hommedieu acknowledged receipt of a communication from Mr. Grossman, Chairman of the Negotiating team for the Faculty Organization Local 1940 A.F.T. (AFL-CIO), indicating that the Federation desired to have appear on the agenda of the Board of Trustees meeting of August 19 the item, "Current Problems in the Relationship between the Federation and the Board of Trustees." The Chair recognized Mr. Grossman who read a prepared report (copy attached to the Minutes).

Mr. L'Hommedieu pointed out that the Board lives by the law and functions under a committee form of government. He referred the whole matter to the Personnel Committee.

COUNSEL' S REPORT

Mr. Hoffman reported he has a license agreement between the County of Middlesex and the College. It gives the College permission to erect tennis courts on county property south of the college, and when not in use by the College, the facilities are to be open to the public. Mr. Hughes moved, seconded by Mr. Feakes, that a license agreement between the College and Board of Chosen Freeholders be approved for use of County owned land south of the campus for tennis courts. After discussion, the motion was unanimously carried.

Mr. Hoffman reported that he has written a letter to the Gumina Construction Company relative to their taking corrective action to correct the gymnasium ceiling paint and related metal work which are constantly peeling and to correct the trowelled on aggregate surfaces on the three new buildings, and advising that unless such work is begun immediately and properly done in accordance with the specifications, he will have no alternative but to institute the appropriate legal proceedings to remedy the situation. Mr. Hoffman said he has had no response to his letter.

Mr. Hughes moved, seconded by Mr. Feakes, that Counsel take appropriate action against the contractor, Gumina Construction Company. After discussion, the motion was unanimously carried.

Mr. Hoffman reported that he has received word from Dr. Moskow that exceptions have been filed by Mr. Korn to the Hearing Examiner's report. Mr. Hoffman has commented on these exceptions and is awaiting final word from PERC.

PRESIDENT'S REPORT

Dr. Chambers extended an invitation to Trustees to join with faculty members and attend the Joffrey Ballet on October 28. Interested Trustees were asked to contact Mr. Ciotta or President Chambers.

Dr. Chambers suggested that the next meeting of the Board of Trustees be held in the Board Room of Center I. The present room in West Hall will have to be available for food services.

Dr. Chambers noted that the Trustees were provided with an invitation to attend a Parents' meeting on Sunday, September 14. At that time it is anticipated many of the staff will be on hand to communicate to parents what the college is about and extend opportunity to see the campus.

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The next regular meeting of the Board of Trustees will be held on Tuesday, September 16, 1969, at 7:45 p.m., in the Board Room, Center I, on the College campus.

There being no further business, the meeting was adjourned at 11 p.m.

Alice Lake

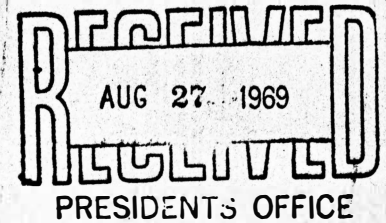
ALICE LAKE

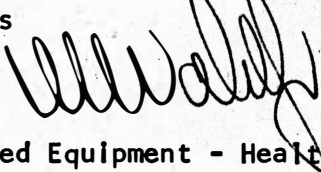
Secretary pro tem

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MIDDLESEX COUNTY COLLEGE

INTEROFFICE MEMO



TO: Dr. Chambers DATE: August 27, 1969
FROM: Dean Walsh 
SUBJECT: Bids on Fixed Equipment - Health Technologies Building

In response to your request, there follows a written report on the problem we encountered with the bids on fixed equipment for the health technologies building. This report should be filed with the minutes of the August 19, 1969, Board of Trustees meeting.

Receipt of bids on both the health technologies building itself and the fixed equipment to go into the building were scheduled for June 26, 1969. Bids on the building itself were received in the faculty dining room at West Hall at 10:30 a.m.; and bids on the fixed equipment were received in the same room at 1:00 p.m.

As usual, some of the bids were delivered to the office several days in advance of the bid opening time; and others were delivered at the actual time and place of the bid opening. At about 10:00 a.m. on the morning of the 26th, all of the bids which had been delivered to Center II prior to that time were brought to my desk, and I separated those which were on building contracts from those which were on equipment contracts. The bids on equipment contracts were left on my desk, sealed, and the others were taken by me to West Hall where I proceeded to open all building contract bids.

At about 12:30 p.m., Mr. Rivituso left for West Hall to open the equipment bids at 1:00 p.m. He failed to take with him the equipment bids which were still on my desk. After opening the equipment bids that he had in West Hall, he returned to Center II and at that point realized that there were still several equipment bids remaining on my desk which had not been opened. These were immediately opened and added to the tabulation sheet.

The bids that were received before the scheduled time, but which were not opened until Mr. Rivituso returned to my office were as follows:

1. Hamilton Manufacturing Company bid on contract number 6-a
2. A. Leventhal & Sons, Inc. bid on contract number 6-b
3. A. Leventhal & Sons, Inc. bid on contract number 6-c
4. Amsko Company bid on contract number 6-d.

WRW:bg

DAVID T. WILENTZ
G. GEORGE GOLDMAN (1922-1988)
HENRY M. SPITZER
WARREN W. WILENTZ
ROBERT N. WILENTZ
MATTHIAS D. DILEO
ROBERT A. PETITO
MORRIS BROWN
ALLEN RAVIN
HAROLD G. SMITH
FREDERIC K. BECKER
DOUGLAS T. HAGUE
NICHOLAS L. SANTOWASSO
ALFRED J. HILL
FRANCIS X. JOURNICK
ROBERT W. LEWANDOWSKI
WALTER H. GEMRICKE
RICHARD P. LERT
STANLEY L. BENN
HAROLD A. MUSKIN
BARRY D. MAURER
ARTHUR S. KLEIMER
STEPHEN E. BARGAN
ALAN E. DAVIS

WILENTZ, GOLDMAN & SPITZER

252 MADISON AVENUE

PERTH AMBOY, N. J. 08862

AREA CODE 201
626-0700

August 13, 1969

Dr. Frank M. Chambers, President
Middlesex County College
Edison, New Jersey

Re: Health Technologies Building - Built-In Equipment Bid

Dear Dr. Chambers:

C
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I am enclosing herewith all of the bids of fixed equipment for the Health Technologies Building, along with bid tabulations which were previously forwarded to me by Dean Walsh. One of the tabulations contained in red the names of the bidders who submitted their bids timely, but due to inadvertence, said bids were not opened at West Hall at 1 p.m. on June 26, 1969 as specified in the legal advertisement related to said bids. Said tabulation reveals that the low bidders in categories 6A, 6C and 6D were bidders who submitted their bids timely, but whose bids were not opened at the bid opening. The low bidder in category 6B was S.S. White Company, however, a report from Dr. Danzis which is included herewith, reveals that the bid proposal submitted by S.S. White Company did not meet the specifications. Therefore, the lowest bidder who met the specifications in category 6B was A. Leventhal & Sons, Inc. who was a bidder who submitted its bid timely, but whose bid was not opened at the bid opening.

It is my opinion based upon the facts that I have been able to adduce from Dean Walsh and based upon the fact that the sole reason that these low bids were not opened at

Dr. Frank M. Chambers
August 13, 1969
Page 2.

the proper time was due to an innocent mistake by a college employee; that the Board of Trustees should award the bids to the following lowest qualified bidders, even though these bids were not opened at the bid opening; Contract No. 6A: Hamilton Manufacturing Company; Contract No. 6B: A. Leventhal & Sons, Inc.; Contract No. 6C: A. Leventhal & Sons, Inc.; Contract No. 6D: American Sterilizer Company.

By so awarding these bids, the Board of Trustees will be awarding the bids to the lowest qualified bidders who properly submitted their bids, and therefore be acting in the public interest since it will be securing the lowest possible bid for these items. I would also respectfully suggest that all copies of the bids, including copies of envelopes submitting said bids be retained by Dean Walsh in a separate file in the event that any of the unsuccessful bidders attempt to secure legal relief from the Board's actions.

If there are any questions regarding this matter, please contact me.

Very truly yours,

JOHN A. HOFFMAN

JAH:BJ
Enclosures

CC: Dean William R. Walsh ✓
Mr. Donald Gatarz

Faculty Organization of Middlesex County College -- Local 1940 A.F.T. (AFL-CIO)

August 19, 1969

Current Problems in the Relationship between the Federation and the Board of Trustees of Middlesex County College.

On June 17, 1969, the Board approved a contract with the Federation as representative of a recognized bargaining unit. At that meeting, the undersigned, Chairman of the Federation, expressed his appreciation for the good faith bargaining that had taken place, and also expressed the hope that the contract would be implemented with the same good faith. The events that have taken place since have indicated that this Board and its members must take a continuing interest and participate fully in the administration of the contract signed July 18, 1969. I will briefly relate what took place since the June 17th meeting of the Board.

1. When the final draft of the contract was submitted by Dean Walsh to the Federation the word "teaching" had been inserted before "faculty members" on the fourth line of Art. VII Par. H. Only after the Federation refused to sign the contract with the unauthorized insertions, was it removed.
2. In negotiations subsequent to June 17th, the Federation had agreed to omit Par. 2 of Sect. N of Art. VII if the Board, through its agent, Dean Walsh, could prove its illegality by submitting statutory and case citations. No proof was submitted to the Federation but the paragraph was omitted from the final draft submitted to the Federation by Dean Walsh. Again, when the Federation stated that it refused to sign, the paragraph was reinserted, but, Dean Walsh, in a letter to the Federation stated that the Board would not live up to this provision in the contract.
3. Next is the Peter Herrington affair. Mr. Herrington was instrumental in bringing the AFL-CIO to this campus. He has been an active union member and organizer. Despite the prohibition in N.J.S.A. 34:13A-53 against discrimination for union activity, Mr. Herrington, who was hired to teach biology and who has taught it successfully for two years at M.C.C. suddenly became unqualified to teach it during the summer session. The excuse was that he did not have graduate credits in biology. Our contract provides preference for full time faculty in adjunct teaching such as summer session (Art. III, Sec. C, Par. 1.) A Sylvia Halpern, with no graduate work in Biology, and not a member of the full time faculty nor of the bargaining unit replaced Mr. Herrington to teach biology during the summer session. For the second summer session, people who had taught in the first summer session were allowed to teach during the second session rather than give the opportunity to Mr. Herrington who needed the money. This happened despite repeated representations by the Federation.
4. Our contract spells out the manner of computation of the salaries of 12 month people (Art. VI, Par A2a5 and Par A2b3). Through a unilaterally developed formula, the office of the Dean of Administrative Services computed salaries of 12 month employees so as to reduce their annual compensation, in most cases, by more than \$1,000. The Dean refused to recompute these salaries correctly

after notice was served upon him by the Federation.

5. Our contract in Article XI spells out the method of computing salaries for faculty according to rank. It is based, not upon time in rank, but upon length of service at M.C.C. and rank. Nevertheless, people promoted by this Board on June 17, 1969, had their salaries computed based upon their former ranks. Protests on this issue have thus far been fruitless.
6. Perc has not yet rendered a decision on whether or not chairmen may be members of the bargaining unit. Thus far, on July 25, 1969, the hearing officer rendered his opinion to the effect that they should not be members of the unit. On July 31, 1969, Dean Wanty issued a memorandum that chairmen who have assured membership and/or activity in that unit, should desist immediately from such activity. This is both premature and a violation of Chap. 303, which provides that supervisors may continue membership in the union regardless of the Perc decision (which has not yet been rendered).
7. After the Perc hearing officer's opinion was released, Dean Walsh gave Prof. Charles Korn, a direct order not to participate further in assisting the Federation in its negotiations. There is nothing in the law which would prohibit such activity on his part, regardless of the ultimate outcome of the issue before Perc, but, on the contrary, there is protection in the law of Prof. Korn's right to freely and without fear of reprisal to form, join or assist any employee organization. This action, therefore, constitutes both an attack on Prof. Korn's rights as well as an attack of the right of the Federation to have Prof. Korn's valued assistance.
8. Various members of the administrations have talked loosely and without regard for the truth about Federation leaders and their motive. In a recent incident, one administrator stated that all of the leaders were only interested in furthering their private ends. These administrators are agents of the Board. It seems unlikely that the Board condones such actions. If they persist, these loose talking administrators had better be prepared to prove their allegations.
9. In the past, it has been the practice for the President of the College to send out informal notices of appointment to faculty members, asking merely that they accept or reject the appointment. Now, an attempt at a new procedure has been initiated. Dean Walsh proposed to send out a very formal contract for signature by individual members. When the Federation would not agree to its terms and requested formal negotiations, Dean Walsh agreed. The next day, unilaterally the administration mailed the contracts to the individuals, worded as they saw fit. N.J.S.A. 34:13A-5.3 provides for collective bargaining of terms and conditions of employment and that changes in rules and working conditions shall be negotiated with the majority representative before they are imposed. Not only would this procedure appear to be illegal but it certainly does not demonstrate good faith to mail out these contracts the day after agreement was reached to negotiate their contents.

10. Now we come to the last, but probably most serious item on the list. In the course of negotiations, in April, agreement was reached between the Board and the Federation to limit class size to 30 students. Dean Walsh refused to include this provision in the written contract. We have been advised that the administration is planning to load up some classes with as many as 50 students. Because our students require much personal attention from their instructors to properly motivate them and to closely supervise their performance, it is not possible to achieve as good results with 50 students in a recitation section as it is with 25 or 30. The excuse advanced is that we want to open M.C.C.'s door to more students. Do we want it to be a revolving door or do we want to provide a real educational opportunity. Aside from the Board's obligation to the faculty and the Federation, there is the overriding obligations to the student body to provide education in accordance with needs. If our students are not effectively policed as is possible in small classes, they do not work and do not perform -- with rare exception. The impact of this action will be felt not only by the faculty but by the students, and ultimately by the Board which is entrusted with the responsibility for what takes place at M.C.C.

Conclusion:

In the short time since June 17, 1969, these are the issues that have arisen. I cannot believe that the Board condones these actions or that it wishes to permit relations with its faculty to deteriorate as is bound to happen if the above items are not corrected and if necessary action is not taken to avoid future incidents of a similar nature. I will see to it that the Board is kept informed of problems as they develop. Continued interest by the Board in the proper resolution of these issues can assure the desired cordial relationship between the faculty and the Board.

Respectfully submitted,

Fred Grossman

Fred Grossman, Chairman
Faculty Organization of M.C.C.
Local 1940 A.F.T. (AFL-CIO)

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