

Honorable Board members and President Tribley,

I am here to speak to you on behalf of MPCTA about the "District negotiating commitment" statement. I need to let you know that this document complicates negotiations and sours relations with faculty. While that may not be your intent, let me explain why I think you should table this and reconsider.

1. Both parties have sun-shined the articles they wish to negotiate. The purpose of sun-shining is to let the public know your intentions and to establish fair boundaries for negotiations. It isn't good faith bargaining to continually bring up new items to negotiate as such tactics then appear as obstacles to completing a contract. Also, it is not good faith bargaining to engage in side bargaining. This document opens you up to both of those complaints. Your intentions in negotiating should have been presented when you sunshined because we have already been negotiating for many hours since you did so. This document looks like the district is changing its public position toward negotiations when we are halfway through them.
2. Given that we have not had a contract since June 2013 your priority should be to successfully negotiate a contract in the most timely manner possible. I wonder if any of you fully appreciate how absolutely unusual and disrespectful it is to go so long with your front line workers working without a contract? The first paragraph of this document states that you "appreciate the contributions that they make on a daily basis" but your actions and this document itself indicate the exact opposite.
3. You say you "invite each bargaining unit to meet with district personnel to discuss specific factual information as appropriate during the negotiating cycle." Sharing factual information about the budget and other information relevant to negotiations is your legal obligation. Failure to do so is bad faith bargaining. While we welcome your statement to do so we wonder why you feel the need to make this a formal board action?

Instead of this statement of intent, you should do the following:

- a. The district should convene the budget review committee. Budget committee has not met this semester but it should have met to review the end of year actuals before they were presented to the board. The fact that the District ended the year with 2.5 million unspent and unallocated and with an additional 3 million put into an irrevocable trust was not known among the faculty until I reported it to them after hearing it here last month. Basically, you had 5.5 million above expenses last year while telling employees that you still have a 2 million dollar structural deficit. A healthy and active shared governance process would have discussed this fact before it came to the board. Had you conducted a fiscal audit as faculty requested last year instead of an operational audit, we would have known last year that the budget was healthy and that no structural deficit existed.
- b. Secondly, the district should convene the health and wellness cost containment committee. In the past, this committee would have met in twice in the fall already, but we have not met at all. Last year we also did not meet in the fall despite repeated requests from faculty and classified staff who serve on the committee. If you want to be fiscally responsible, then empower the shared governance committees that provide fiscal oversight.

- c. The board and administration should know exactly what the projected budget surplus is within a few hundred thousand dollars. The fact that your budget projection was off by over 5 million dollars, which is almost a 15% budgeting error, should concern all of you. That budget surplus can then fund your priorities but what appears to be happening is that the administration is using it to expand administration at a time of shrinking enrollment.
4. You say that "total compensation is a more accurate measure of compensation than evaluating salaries or health and welfare benefits separately." Your statements again imply that faculty are overpaid, when in fact we are at the bottom for the state in faculty salary and in terms of total comp we are in the bottom quartile for the state. We have been telling you this for years but this statement about Total Comp suggests that you have not been listening. We asked for a total comp salary study back in 2013, but instead the District chose to end negotiations and to allow the contract to expire rather than renewing it while we worked on mutual interests like healthcare. So now that you have pushed our salary to the absolute bottom of the state, you want to look at Total Comp? But if you haven't done a total comp study, how can you do this? Also, how will you calculate the value of our health benefit? Will you use the funding formula that funds the healthcare fund each fall? If so, then you admit that you have illegally taken faculty compensation when you moved money from that fund to the General Fund each year without our agreement. You can't put money in our pocket and call it a healthcare benefit and then take money out of that pocket and put it back in yours. So, in calculating total compensation you will have to reduce the amount that has been transferred back from the Healthcare fund each year.
 5. Step and Column has always been funded with unspent money at the end of the year and it is a net zero cost because retirement savings off-set any step advancement. To even raise this sounds like side bargaining or else attempting to reopen an item. You didn't sun-shine Step and Column advancement so to say "we believe this cannot be ignored. It is a cost that must be addressed." Is a potential violation of labor law. In any case, it does not sound like you "value the working relationship" with your unions. Step advancement is a recognition of increased skill experience brings. It takes 27 years for a faculty member to get to the top step; in contrast, all city of Monterey employees get to the top of their salary scale in five years of steps. Again, the district has it very good due to the cooperation of MPCTA but instead of appreciating this you imply that you want to next attack our step advancement.
 6. Sharing the District negotiating position with others is within your right so long as you do not engage in side negotiations. We have alerted you to the fact that district administration is doing this and even after our warning it continues. If you engage in this type of bad faith bargaining MPCTA will bring outside observers into negotiations so that the public can see for themselves why we are nearly 3.5 years without a contract. Your statement implies you want to negotiate in public and suggests to MPCTA that the district is not serious about coming into agreement and wants to force a labor conflict. Your negotiating team's actions for the past three years suggest that this is what they want and this statement is further confirmation that you neither respect us nor want to negotiate in good faith.
 7. Finally, you say "we will evaluate all negotiation issues by asking ourselves the question, 'how will this contract issue affect the delivery of educational services to students.'" That's a nice statement but the District's actions are again contrary to this sentiment. If you cared about services to students you would want the employees who deliver those educational services to

feel valued, to feel like their input matters, and to be compensated fairly. We teach students. Last month you justified spending one hundred thousand dollars of additional General Fund money on one employee who will be doing exactly the same job she does now. How does that expense improve delivery of educational services to students? You justified it by saying she touches hundreds of students with grant money she helps raise. True. But every faculty member touches hundreds of student directly by actually delivering the educational service that prepares them for life, transfer, and career.

Let me reiterate. MPCTA has for many years worked cooperatively with administration and board. We accepted years of no raises and we even took pay cuts to help the college. Continually forcing us to grieve contract language, go to mediation to get salary increases, and statements like this that imply we are overpaid, when we are underpaid, sour negotiations and dampen the mood on campus even more.

