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Sent: Friday, September 29, 2017 6:02 PM

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Subject: Update to Full-Time Faculty on Contract Negotiations with AAUP

Sent on behalf of Professor Harry Zarin

President, American Association of University Professors - Montgomery College Chapter

Colleagues:

Recently, you should have received an update from Bob Roop, Chief Human Resources Officer, regarding the status of contract negotiations with the AAUP. I am writing this memo in response to that document in order to provide each of you the Chapter Executive Committee's perspective on where we stand with regards to these negotiations and other important issues related to our contract.

Before I begin, let me say that this may appear to be a very complicated situation; especially given Bob Roop's depiction of the origins of the current situation where Faculty are deprived of our salary increases previously agreed upon by the College, and his choice of words. In fact, I think it can be stated fairly simply- the College has violated the legally binding Agreement it has with the Chapter.

I am going to attempt to summarize the situation we are dealing with and encourage all of you to attend any full-time faculty meeting we hold in the near future. We have held three full-time faculty meetings regarding the situation we are facing. Last spring, we held an off-campus full-time faculty meeting, subsequent to that meeting we held our traditional full-time faculty meeting in May and provided those in attendance with additional information. In August, during Professional Week, we gave a very thorough update to the faculty in attendance at our opening meeting. At that meeting a vote was taken on a motion made by one of our members to support the Executive Committee's decision to take this issue to arbitration, if we deemed that necessary.

It is true, as Mr. Roop stated, that the College did begin discussions with Chapter leadership about its concerns related to the County's financial projections for the upcoming fiscal year, FY'18. As President of the Chapter I attended a meeting with several of the Senior Vice Presidents where these concerns were expressed. Basically, they provided me with information from the County which stated that they believed this was, in my words, going to be a difficult fiscal year and that there may be a need to reduce funding in the FY'18 operating budget. The County also provided a document which gave the College guidelines to use when creating its FY18 budget. One such guideline stood out to me and it reads as follows, "Do not include staff furloughs or any other reductions to existing pay and benefit levels that are subject

to collective bargaining.” Consistent with the governing State law and prior experience, the County, in essence, said tell us what you really need based on your collective bargaining agreements. It is very important to note that at the time the College created and submitted its FY18 budget to the County Executive and the County Council, the AAUP Collective Bargaining Agreement, [“CBA”-a legally binding document] was the only one in place at the College that committed the College to specific salary increases for covered members for the current Academic Year. AFSCME and SEIU were in negotiations with Management at the time the budget was submitted. The only pertinent legal obligation the College had with its unions at that time was an obligation to request and obtain funding from the College [and potentially other sources], to meet the fiscal requirements necessary to pay the salary increases as provided for in our CBA and to then pay us according to our CBA if sufficient funding was received.

We all received a copy of the February 6, 2017, memorandum from Dr. Pollard to the County Executive and the President of the County Council. In that memorandum, she stated that the College was requesting \$7.4 million more than we had previously received in order to fund compensation and benefit increases. The AAUP Executive Committee’s determination, at this point, is that the College had asked for sufficient money to fully fund our CBA at least with respect to the agreed-upon increases for the current Academic Year. As you will likely recall, the College had previously negotiated and entered into the binding CBA with the Chapter which provides that we would receive a 2.75% general wage adjustment and a 3.5% increment.

Subsequently, on March 1, 2017, we all received a memorandum from Dr. Janet Wormack, Senior VP for Administrative and Fiscal Services regarding the FY 18 budget. In that memorandum she stated, “In fact, our only request to the county for increases this year is for College employee compensation and benefits, totaling \$7.4 million. Consistent with last year’s decisions by the county, this is a 4.5% salary increase for every eligible employee: one percent cost of living allowance (general wage adjustment) and 3.5 percent in merit increase (increment)...” Upon reading this memo it became obvious to the AAUP Executive Committee that the College had no intention to honor the terms and conditions of our CBA.

On March 15, 2017, Dr. Pollard notified the College community of the initial recommendation from the County Executive to only provide the College with \$2 million in additional County funding. Shortly after that memo was sent we were notified by one of the College’s attorneys that the College was invoking Section 8.5 of our CBA. This is the Section that deals with what should be done if the College doesn’t receive sufficient money to fully fund its projection of what is required for it to comply with our CBA and meet its financial obligations to you as a Faculty member.

Thereafter, on May 18, 2017, we received notification from Dr. Pollard that the Montgomery County Council voted to provide the College with \$5.2 million in new money for the FY18. The College continued to insist that they didn’t have sufficient money to fully fund the raises it is required to pay as required by our CBA and subsequently offered us a 1% general wage adjustment and a 2% increment.

This necessarily raises the question and you all may be wondering “how much money did the College need in order to fully fund the raises that were previously negotiated and agreed upon in our CBA?”. The answer is \$2.73 million. If the College received \$5.2 million and they only needed \$2.73 million, why can’t they fund our previously agreed upon raises? Remember, the only CBA in place at the time the budget request was submitted to the County Council and the County Executive was the AAUP CBA. At the time the County Council voted to provide the College with \$5.2 million our CBA, with its agreed-upon salary increases, was the only CBA in place and to which the College was legally bound with regard to salary increases for the current Academic Year. As I noted above, the College was still in negotiations with AFSCME and SEIU.

We initially filed a grievance against the College because it appeared that the Administration did not ask for enough money to fund our contract. We learned that they did request sufficient revenue from the County and we have rescinded that grievance. Several weeks ago we subsequently filed a grievance against the College because it failed to pay us according to the terms and conditions as stated in our previously negotiated and agreed-upon CBA. To put it simply, they asked for enough money and received enough money but intentionally decided not to do use it to pay our salaries as provided for in the CBA. We believe they invoked Section 8.5 improperly.

The steps both Management and the Chapter must follow when a grievance is filed are stated in the CBA. I encourage each of you to please read this document which can be found in the Chapter Documents sections of the Chapter’s webpage, mcaaup.org.

Until such time as this grievance is resolved no wage adjustments will be made to the full-time faculty but it is our understanding and expectation that all other aspects of the Agreement will remain in place. I will provide you with additional updates in the near future.

On behalf of the Chapter,

Harry Zarin, President AAUP