

**Monterey Peninsula College Teachers Association
and Monterey Peninsula Community College District**

**Article 16.8 Grievance (FY 2015-16)
Mediator's Proposed Settlement Agreement**

November 21, 2016

The Monterey Peninsula College Teachers Association ("MPCTA") and Monterey Peninsula Community College District ("District") agree to the following settlement of MPCTA's Article 16.8 Grievance regarding its application in the 2015-16 fiscal year.

1. For 2015-16: The District shall issue a one-time, off-schedule payment to each MPCTA unit member employed during the 2015-16 fiscal year. These 2015-16 payments shall be equivalent to 4% of each unit member's respective base salary earned in the 2015-16 fiscal year. Standard payroll deductions shall be applied, and these one-time payments shall be paid as soon as reasonably possible following the Governing Board's approval of this settlement. Negotiations on compensation for 2015-16 are closed.
2. For 2016-17: The District shall apply a 1% on-schedule increase to Salary Schedule A - Contract Faculty, Schedules B1 and B2, Schedules C1 and C2, and the Coaching Pay Schedule. This 2016-17 increase is retroactive to July 1, 2016. Negotiations on compensation for 2016-17 are not closed.
3. For 2017-18: The District shall apply a 2% on-schedule increase to Salary Schedule A - Contract Faculty, Schedules B1 and B2, Schedules C1 and C2, and the Coaching Pay Schedule. This 2017-18 increase is effective July 1, 2017. Negotiations on compensation for 2017-18 are not closed.
4. Section 16.8 of the MPCTA collective bargaining agreement ("CBA") shall be stricken from the CBA in its entirety, and shall not apply to the 2016-17 fiscal year or thereafter.

~~16.8 Salary Schedule Adjustment~~

~~Salary schedules contained in Exhibit A (A-Contract Faculty, B1 & B2 Hourly Academic Teaching, and C1 & C2 Hourly Academic Non-Teaching) shall be increased retroactive to July 1 of each fiscal year by the percentage increase between the District's beginning and ending apportionment revenues for the year as provided by the First Principal Apportionment (P1) report from the state for each year, with the following adjustments:~~

- ~~1) for the net percentage change in benefits that differs from the state COLA (excluding payments for the GASB 45 retiree liability);~~
- ~~2) less \$64,263 for fiscal year 2007-2008 only for increased cost items negotiated effective July 1, 2007,~~
- ~~3) each year within 30 days after the release of P1, the District and the Association shall meet and agree on amounts to be deducted for a special "Improvement and Growth Fund" and other cost items agreed to;~~

4) ~~in the event of one time stability money from the state, the District and Association agree to re-open on that item.~~

~~If the state makes structural changes to the community college funding formula during the term of this agreement, and upon request of either the District or the Association, this section shall be open for immediate negotiation, notwithstanding any prior agreement specified in Article 28-Duration.~~

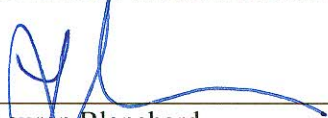
The remaining sections in Article 16 shall be renumbered accordingly.

5. This Settlement Agreement resolves all issues regarding Section 16.8 as it may apply to the 2015-16 fiscal year, and MPCTA shall withdraw all pending grievance(s) regarding Article 16.8 with prejudice.
6. This Settlement Agreement is effective and binding upon ratification by MPCTA and approval by the Governing Board.


The aforementioned terms and conditions are the full and final expression of the mediator's proposed settlement agreement and, while neither of the grievance negotiations teams are completely satisfied with the proposed agreement, each team accepts this resolution as the best outcome possible through mediation and presents to their Board and to their general membership the mediator's proposed settlement agreement for adoption and ratification.

The undersigned representatives of each party affirm that they have the authority to sign and agree to these terms on November 21, 2016.

MONTEREY PENINSULA
COLLEGE TEACHERS ASSOCIATION



Lauren Blanchard
President

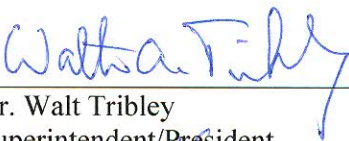


Alan Haffa
Vice President

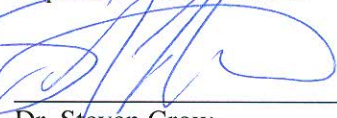


Eric Ogata

MONTEREY PENINSULA
COMMUNITY COLLEGE DISTRICT



Dr. Walt Tribley
Superintendent/President



Dr. Steven Crow
Vice President for Administrative Services



Michael Gilmartin
Dean of Instructional Planning