

**Monterey Peninsula Community College District  
Package Proposal to  
Monterey Peninsula College Teachers Association**

**October 17, 2018**

**The District appreciates MPCTA's efforts to settle this matter through its October 9, 2018 counter proposal. The District presents this package proposal to MPCTA and requests a response by 10:00 a.m. on October 24, 2018. In the event the Association rejects any part of this Package Proposal, the District's standing proposal will revert to that offered by the District on October 11, 2017.**

1. Contract Period
  - a. The Association accepts: Two-year contract with an effective period from July 1, 2017 to June 30, 2019.
2. Article 4 - Association Rights
  - a. District accepts MPCTA's 6/21/17 proposal on Article 4.
3. Article 6 - Grievances
  - a. The District accepts the following: MPCTA's 6/21/17 proposal on Article 6, except 6.6.1.
  - b. The Association accepts the following: For Article 6.6.1, use a 15 day period for grievant to request mediation.
4. Article 8 - Leaves
  - a. The District accepts the following: MPCTA's 6/21/17 proposal on Article 8, except Article 8.1.4.
  - b. The Association accepts the following: Article 8.1.4, use the modified "method of charging sick leave" set forth in the District's 5/5/17 LBFO (hours absent charged in proportion to weekly hours).
5. Article 9 Employee benefits
  - a. The District accepts the following: MPCTA's 6/28/ 17 proposal on Article 9 - contingent upon approval of plan changes by the District's other bargaining units.
6. Article 11 - Work year
  - a. The District accepts MPCTA's proposed language with the revisions noted below:

**11.2.1** The salary of ~~those faculty~~ counselors required to work an extended contract of more than 175.5 days shall be increased by 1/175 for each additional day their contractual assignment requires. This amount shall be considered their base salary ~~and shall be eligible for the STRS Defined Benefit Plan, and will be subject to STRS regulations:~~

**11.2.1.1** ~~Regular (permanent) and contract (probationary) faculty~~

Counselors shall be paid only for those days beyond the instructional year calendar they are required to work as part of their academic year contract. Payments shall be made at the rate of one over the number of instructional days/times the employee's annual salary for each day worked.

**11.2.1.2** Counselors shall work an additional 10 days per year. The additional ten (10) days shall be paid at 1/175 of the contract salary per day ~~and shall be subject to the STRS Defined Benefit Plan and shall be subject to STRS Regulations.~~ These additional days will be used to provide service during registration, summer session, and intersession. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.

**11.2.1.3** Counselors who coordinate categorical programs shall work an additional 40 days per year. The additional forty (40) days shall be paid at 1/175 of the contract salary per day ~~and shall be subject to the STRS Defined Benefit Plan and shall be subject to STRS Regulations.~~ These additional days will be used to provide service during registration, summer session, and intersession. These additional days will also be used to produce reports necessary to meet the requirements of these categorical programs. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.

~~\*\*MPCTA proposes MOUs to address the workyear of each counselor who is not working 185.5 days or 215.5 days, as a means of formalizing the agreements individual faculty have made with the District.\*\*~~ The District agrees to establish an MOU to address the work year for any Counselor employed as of October 31, 2018 who has chosen not to work additional days as defined in 11.2.1.2 or 11.2.1.3. These Counselors will have additional contractual work days, beyond the 175.5 day calendar year, with the additional work days compensated on a 1/175th basis and reported to STRS in accordance with STRS regulations. Counselors hired on or after November 1, 2018 will work a work year of either 185.5 or 215.5 work days.

~~\*\*MPCTA proposes to strike~~ Strike all provisions of the contract that refer to the prior method of paying faculty who work an extended workyear (including, but not limited to 15.12.3 and 17.4.1)~~\*\*~~ Counselors should also be removed from Exhibit D-1)

## 7. Article 14 -Evaluations

- a. The District accepts the following: MPCTA's 6/21/17 proposal on Article 14.

8. Article 16 - Salary

- a. The Association and the District ~~agree to a offer of 1% salary increase full time Salary schedule A-1, and counters that it shall be~~ retroactive to July 1, 2017.
- b. The District offers a ~~2%-4%~~ salary increase to part-time Salary Scheduled B-2 and C-2, ~~and counter that it shall be~~ retroactive to July 1, 2017.
- c. The Association accepts the following: the District agrees to implement a compression of Salary Schedule A to eliminate steps for which faculty salary is currently frozen (steps 14,15,16, 17, 20, 22, 23, 25 and 26), resulting in a salary schedule with 17 total steps (the new step 17 would be equivalent to the current step 27), as shown on the attached worksheets.
- d. Agreement on salary compression with stipulation of seeing the exact placement of all bargaining unit members prior to signing the tentative agreement.

9. Article 20 - Part time faculty

- a. The Association agrees to the following: Effective January 1, 2019, part-time faculty members to be paid based for each hour of scheduled classroom time during which they provide instruction, including all hours scheduled for final exams. Absences to be reported using the current process established by the District.
- b. The District agrees to the following: MPCTA's 6/21/17 proposal on Article 20 - except for Articles 20.9.3 (page 48) and 20.10 (page 48).  
~~The Association proposes paid part time faculty office hours.~~
  - ~~1. All part time faculty scheduled for six or fewer hours per week shall receive 1 paid office hour.~~
  - ~~11. All part time faculty scheduled for 7 or more hours per week shall receive 2 paid office hours.~~

**NOTE: Office hours are covered in Article 15 which is not currently open for negotiations. However, the District remains open to negotiating compensation for part-time faculty and therefore has increased the offer for part-time faculty salary schedules (See 8(b) above).**

10. Article 24 - statutory changes

- a. The District agrees to the following: MPCTA's 6/21/17 proposal on Article 24.1.
- b. The Association agrees to the changes provided by the District with the following change to Article 24.2: "Notice of all such changes will be provided in writing to the President of MPCTA at least 30 business days *prior* to the implementation of said changes, except in extraordinary circumstances when advanced notice should be given as soon as reasonably possible."

11. Athletic Director

- a. ~~The Association agrees to the following:~~ District will sign the MOU presented on 5/5/17 and will consider with the attached revisions upon receipt from the Association.
- b. The Association agrees to the following: Retain a physical education division

chair position who will report to the assigned Dean of Athletics, Physical Education, and Student Health Services and provide faculty leadership in academic program development.

12. Library Director

- a. ~~The Association agree to sign~~ District proposes the MOU presented on 5/5/17, without the creation of a Library Department Chairperson based upon the small size of the unit but proposes a ~~Library Department Chairperson, who would take on the responsibilities for evaluations, hiring, staffing, scheduling and curriculum which are described in Article 23.4.1 and 23.4.4.~~

13. Limited Reopeners

- a. ~~The Association agrees to the following:~~ All other proposals on the table would be closed and T.A. would close negotiations up to and including ~~2017-18-2018-2019~~ fiscal year.
- b. ~~The Association agrees to the following:~~ The contract expires on June 30, 2019 and so there will not be any reopeners for the 2018-19 school year. Parties agree to sunshine their proposals by the January 19, 2019 Board meeting and agree to start negotiations on a successor agreement no later than February 15, 2019.