

September 20, 2007

08-009

RATIFICATION OF COLLECTIVE BARGAINING RE-
OPENER AGREEMENT FOR SEPTEMBER 1, 2007
THROUGH AUGUST 31, 2009 BETWEEN PORTLAND
COMMUNITY COLLEGE AND THE PORTLAND
COMMUNITY COLLEGE FACULTY FEDERATION

PREPARED BY:

Lisa Bledsoe, Employee and Labor Relations Manager,
Human Resources Department

APPROVED BY:

Randy McEwen, District Vice President
Dr. Preston Pulliams, District President

REPORT:

The College and the Portland Community College Faculty Federation (PCCFF) have engaged in negotiation for a re-opener agreement under Article 33.4 of the collective bargaining agreement. A tentative agreement was reached on August 22, 2007. The re-opener agreement is for two years, beginning September 1, 2007 and expiring on August 31, 2009. Details of the re-opener agreement are provided in the attachment to this Resolution.

PCCFF has scheduled a ratification vote by the membership. Results of the vote will be announced prior to the Board meeting.

RECOMMENDATION:

That the tentative agreement between the College and the Portland Community College Faculty Federation be adopted by the Board of Directors.

MEMORANDUM OF AGREEMENT

The Portland Community College Faculty Federation (the Federation) and Portland Community College (the College) have reached a tentative labor agreement for the 2007 contract re-opener under Article 33.4 of the Faculty/AP Agreement. Upon ratification of the tentative agreement by the Federation members and the PCC Board of Directors, the parties agree to the following implementation terms:

1. Each step or rate in Appendix A through D shall be increased as follows:
 - Appendix A Full-Time Faculty Salary Schedule
 - 3.4 % effective August 21, 2007.
 - 3.4 % effective August 21, 2008.
 - Appendix B Academic Professional Salary Schedule
 - 3.4 % effective August 21, 2007.
 - 3.4 % effective August 21, 2008.
 - Appendix C Part-Time Faculty Salary Schedule
 - 4 % effective September 23, 2007.
 - 4 % effective September 21, 2008.
 - Appendix D Full-Time Faculty – Fourth Term Employment and Appendix E – Curriculum Development, Special Projects and Faculty Department Chair Rates
 - 3.4 % effective September 22, 2007.
 - 3.4 % effective September 21, 2008.
2. The College will make its best efforts to process payment of the 2007-2008 salary increases for full-time Faculty and full-time and part-time Academic Professionals on the October 1, 2007 pay day. However, if unable to do so, retroactive salary increases will be included in the next regular payroll checks and will be subject to tax withholding as required by law.
3. The College will make its best efforts to process payment of the 2007-2008 part-time Faculty increases on the October 19, 2007 pay day. However, if unable to do so, retroactive salary increases will be included in the next regular payroll checks and will subject to tax withholding as required by law.
4. Full-time Faculty and full-time and part-time Academic Professionals will receive a one-time lump sum payment of 0.6% effective August 21, 2007 and 0.6% effective August 21, 2008. The lump sum will be based on the annual rate of pay as of August 20 for the applicable year. For part-time Academic Professional employees, the lump sum shall be pro-rated by authorized position FTE as of August 20 of the applicable year. An employee hired between August 20 and September 29 shall receive a lump sum based on his/her annual rate of pay at the time of hire, provided he/she begins actively working on or before September 29,

of the applicable year. The College will make its best efforts to process payment of the year one lump sum payment on the December 1, 2007 pay day. The lump sum payments will be included in the next regular payroll checks and will be subject to tax withholding as required by law.

5. Full-time Faculty and full-time and part-time Academic Professionals who terminate employment on or before September 20, 2007 shall not be eligible for the lump sum. Employees who terminate on or before August 20, 2008 shall not be eligible for the 2008-2009 lump sum.
6. Part-time Faculty will receive a one-time lump sum payment of 0.5% for the 2007-2008 and 0.5 for the 2008-2009 academic years. The lump sum shall be administered by temporarily applying a 0.5% increase to the part-time rates in Appendix C.
7. The College's maximum monthly contribution to health care premiums shall be as follows for the levels of employee coverage:

Effective October 1, 2007:

Single party = \$500
Two-party = \$685
Full family = \$775

Effective October 1, 2008:

Single party = \$520
Two-party = \$765
Full family = \$860

8. Effective January 3, 2008, The College will implement the attached JCIB recommendation #3 on part-time Faculty health insurance benefits.

Signed August 22, 2007 by Frank Goulard, for Michael Dembrow, Federation President, and Lisa Bledsoe, Employee and Labor Relations Manager.

Attachment: JCIB Recommendation

The Joint Committee on Insured Benefits (JCIB) endorses the following benefit recommendations and is submitting them to the Classified, Faculty/AP and Management bargaining representatives for their consideration as part of the overall economic package to be negotiated in the 2007 contract re-openers.

Benefit Issue #1: Plan Changes.

JCIB Recommendation #1: No changes to existing benefit plans for the '07-'08 plan year. The JCIB will review the need for benefit plan changes for the '08-'09 plan year prior to the start of that plan year.

Benefit Issue #2: Increases to the health insurance cap for benefit eligible Classified, Full-time Faculty, Academic Professional, Confidential and Management employees for the '07-'08 and '08-'09 benefit plan years.

JCIB Recommendation #2: PCC's contribution to the health insurance cap for '07-'08 for the '08-'09 benefit plan years should increase by the amounts necessary to continue working toward achieving the eight year goal that was developed in 2005.

- A. For the '07-'08 benefit plan year, PCC's contribution should be increased in order to maintain the status quo in terms of PCC's current percentage of contribution toward the cost of premiums for the benchmark plans combination (BC/BS and BC/BS Plan A Dental).

Single party = \$500

Two party = \$710

Full family + \$810

- B. For the '08-'09 benefit plan year, PCC's contribution should be increased to improve PCC's current percentage of contribution toward the cost of premiums for the benchmark plans combination (BC/BS and BC/BS Plan A Dental), based on an assumed 10% increase in premiums.

Single party = \$520

Two party = \$810

Full family + \$935

Benefit Issue #3: Part-Time Faculty Health Insurance Coverage

JCIB Recommendation #3: Effective January 1, 2008, Part-time Faculty, as defined in Article 1.21 of the Faculty and Academic Professional Agreement, should be provided group health insurance coverage (medical only) under the following terms:

- A. Part-time faculty with a cumulative instructional FTE of 1.5 (a four-term average of .375 FTE or a 3-term average of .5 FTE) completed on a calendar year cycle (January 1 through December 31) will be enrolled in part-time medical insurance

- coverage for the following calendar year. Part-time faculty must re-qualify for eligibility each year.
- B. The benefit plan year will run from January 1 through December 31. Open enrollment will be offered one time per year prior to the January 1 start of the plan year. Coverage will be medical only. Eligible part-time faculty may choose coverage from the Blue Cross group medical plans offered or from a part-time Kaiser medical plan.
 - C. All eligible Part-time Faculty must either enroll in one of the available group medical benefit plans or waive insurance coverage. Waiver of insurance requires proof that the employee has existing medical coverage under another group plan. No insurance waiver incentive will be paid. Part-time faculty who do not either voluntarily enroll in a plan or waive coverage within the specified timeframe will be defaulted to the C1000 benefit plan at single party coverage for the entire plan year. Once enrolled, employees may not change coverage unless it is for a qualifying event. Coverage may not be dropped unless the employee resigns from employment. If the employee is dropped from coverage due to resignation or failure to pay his/her share of premiums, the employee may not re-enroll later in the same plan year. If an employee is dropped from coverage due to failure to pay his/her share of premiums, the employee is not eligible for COBRA.
 - D. Eligible Part-time Faculty who are not assigned to teach in any one term will have their insurance coverage bridged for a maximum of one term. However, if the employee has already reached the instructional FTE to qualify for health insurance the following year, his/her insurance will continue to be bridged. When being bridged, the College will continue contributions to the cap, provided the part-time faculty continues to self-pay his/her share of the insurance premium.
 - E. The college will make a flat monthly contribution of 50% of the employee-only full-time cap, in effect for Full-time Faculty and Academic Professional for the full-time benefit plan year (October 1 through September 30), toward the cost of insurance premiums for eligible Part-time Faculty. Part-time faculty will be responsible for payment of the balance of monthly premiums through bi-weekly payroll deductions. The amount owed by the employee will vary depending on the plan selected, along with the selected level of coverage; i.e., single party, two party, or full family coverage. In the event the employee's bi-weekly pay is insufficient to cover his/her share of the insurance premium or if the employee is being bridged, he/she must self-pay the balance of the premium within 30 days of the due date or he/she will be dropped from coverage.
 - F. The Health Insurance Trust will be reduced to \$74,100 in FY 07-08, and to \$34,800 in FY 08-09, with the surplus funds applied to the cost to the College of funding Part-time Faculty health insurance coverage.