

Office of Academic Affairs

Post Office Box 751 503-725-3422 tel
Portland, Oregon 97207-0751 503-725-5262 fax
349 Cramer Hall
1721 SW Broadway www.oaa.pdx.edu

Talking Points for AAUP Contract Negotiations January 31, 2008

Context

Among the strategies for achieving our academic priorities of improving student success and expanding innovative scholarship are:

- Increasing compensation for faculty and staff,
- Increasing the number of tenure track faculty, and
- Increasing support staff and infrastructure.

While each of these strategies competes for limited resources, we remain committed to making progress on each of them in the current biennium and have done so in the following ways:

- In response to the concerns expressed by faculty and administration, we allocated resources to increase staff positions supporting faculty.
- Currently, using targeted funding from the legislature, we're in the process of recruiting 21 new tenure-related faculty members to improve the student/faculty ratio and address workload issues. Using enrollment growth funds, we will be recruiting 6-8 additional tenure-related faculty members with expertise and research experience to address issues of sustainability.
- Compensation increases are currently under negotiation with AAUP. Significant increases have been proposed.

Our Approach to Increasing Compensation

Recognizing that many AAUP faculty members fall below the median compensation of their peers, Portland State has proposed a compensation package to address these concerns. Using all of the funding sources targeted by the legislature for salary compensation—and using additional funds resulting from enrollment growth—our proposal for increased compensation includes:

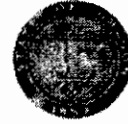
- Full benefits package, including retirement and health. The Oregon University System's benefits are among the best in the country and we continue to fully fund the significant increases in these costs. The cost of health benefits, in particular, has increased significantly.

- An across-the-board salary percentage increase that will keep all AAUP members up with increases in the cost of living as measured by the current Consumer Price Index. When our benefits package is included in this, we move well beyond the current CPI. 58% of the AAUP bargaining unit will receive increases higher than, and in many cases significantly higher than, increases in the current CPI.
- Significant increases in minimum salary rates, allowing us to recruit new faculty at higher salaries and adjust the salaries of those at the current minimum.
- An equity differential for those AAUP ranked instructional faculty members who are below market for their rank and discipline. This component, called a Targeted Market Increase (TMI), addresses issues of compression that have been exacerbated by periods of minimal or no salary increases for existing employees and previous across-the-board increases.
- Rewarding exceptional performance. Portland State is fast becoming a nationally and internationally recognized institution, noted for its work in engagement, community-based learning, and the important disciplinary work of its faculty members. This performance component, while a small percentage of the overall package, allows us to address the issue of retention for the AAUP ranked instructional faculty members who have exhibited exceptional performance.
- Investing in faculty. The offer includes significantly more funding than was allocated by the legislature for salary increases.

Highlights of Our Proposal

- All eligible AAUP bargaining unit members would receive a minimum across-the-board salary increase of approximately 7.2% over the biennium. All eligible AAUP bargaining unit members would receive a minimum across-the-board salary increase of 3.7 in Year 1 and an additional 3.5 in Year 2, for a total roll-up increase greater than 7.2%.
- 58% of AAUP ranked instructional faculty members will receive a variable Targeted Market Increase (TMI) of 1% to 5% in addition to the 7.2% across-the-board increase. Those farthest from the average of their peers in total compensation will receive the largest percentage increase in their salaries.
- Those who remain below the newly established minimum salary rate after the across-the-board and market equity increases will be eligible for an additional salary increase.
- In order to recognize exceptional performance and promote excellence, 10% of the AAUP academic ranked instructional faculty will be eligible for an additional 2.5% salary increase based on performance in the 2nd year. We have proposed that the process and timelines for this component will be determined by a joint committee of AAUP faculty members and administrators.
- This total compensation package honors existing faculty members, who may have experienced issues of significant salary compression, while allowing more effective recruitment of new faculty through the increased minimums.

OVERVIEW OF OREGON'S PUBLIC EMPLOYEE COLLECTIVE BARGAINING ACT (PECBA)



The Public Employee Collective Bargaining Act (PECBA), ORS 243.650 - 243.782, establishes a collective bargaining process for Oregon's public employers and unions representing public employees. Employers covered by the PECBA include, among others, the State of Oregon, cities, counties, school districts, community colleges, public hospitals, and special districts. The PECBA is administered by the Employment Relations Board (ERB), a state agency. The three members of the Board are appointed by the Governor.

Direct Bargaining

The PECBA contains a number of steps designed to help the parties reach agreement. The public employer and the union representing the public employees are initially required to meet and bargain directly with each other (ORS 243.712(1)). The PECBA requires that the parties participate in good faith negotiations for at least 150 calendar days before either party may unilaterally request the assignment of a mediator. For a new bargaining unit, the 150 days begin when a union is first recognized or certified. For negotiations over a successor agreement or a reopener in a current agreement, the 150 calendar days begin when the parties meet for the first bargaining session and have exchanged their initial proposals. (Note: In addition to the process described here, ORS 243.698 provides for a 90-day expedited bargaining process for changes in mandatory conditions during the term of a contract as discussed below.)

Each party typically has a bargaining team. During this period of direct bargaining, the bargaining teams generally meet in face-to-face negotiation sessions. The parties may adopt bargaining ground rules. In the traditional "position/proposal-based" process, the parties usually identify the issues for bargaining and then exchange and discuss proposals in an attempt to reach agreement on those issues. Some parties use a variety of other collaborative processes.

Mediation

If the parties do not reach agreement in direct bargaining, they move to mediation (ORS 243.712(2)). The State Conciliation Service, a division of ERB, is responsible for providing the mediation services. Once the initial 150 calendar days of bargaining has past, either party can initiate the mediation process by sending a written request for mediation, by mail, fax, or e-mail, to the State Conciliation Service. The request must include the names, addresses, and phone numbers of the parties' representatives; a statement describing when the negotiations commenced; and the list of unresolved issues. The parties may mutually agree to go to mediation prior to the expiration of the 150-day period. In these cases, the request for mediation must be signed by both parties.

Once the request for mediation is made, a mediator is appointed. The parties are notified of the appointment and a mediation session is scheduled as soon as a mediator and the members of both bargaining teams are available. If the first session is unsuccessful, additional mediation sessions may be scheduled. The PECBA mandates that parties remain in mediation for a minimum of 15 calendar days. Typically, one or two sessions will occur during this time. After the 15 days, the parties may continue in mediation or either party can initiate the next step in the process by declaring an impasse in the negotiations.

Local government employers and unions are each charged a fee of \$500 for collective bargaining mediation services (ORS 240.610). The bill for the mediation services is sent to the parties at the time the first mediation session is held. This fee covers all mediation sessions provided by the mediator up to and including one session after the filing of a notice of implementation or strike. A second fee, \$500 for each party, is charged for all mediation sessions held after that time. Mediation services for the State of Oregon and its employees are funded through interagency assessments.

When a settlement occurs during the mediation process, the terms of the settlement, along with any agreed-upon contract language, are set out in a tentative agreement that is signed by the parties. This tentative agreement is usually subject to ratification by the bargaining unit members, as determined by the union's bylaws, and the public employer's council, commission, or board.

is required to provide the union reasonable notice of its intent to implement. In that case, the Board said five days was reasonable. An employer may implement all or a portion of its final offer.

Strike-Prohibited Employee: Binding Interest Arbitration

Strikes are prohibited for certain public safety employees (ORS 243.736). Therefore, bargaining units including these employees (police officers, firefighters, 911 dispatchers, parole officers, and guards at correctional institutions) are designated as strike-prohibited units under the PECBA. As an alternative to a strike by the employees and final offer implementation by the employer, the PECBA requires that the unions and employers of strike-prohibited units use binding interest arbitration (ORS 243.742 and 243.746).

The binding arbitration process is initiated by the petition filed with ERB along with the final offer. ERB then sends notice to the parties that binding arbitration has been initiated. The specific procedures for binding arbitration are set out in ORS 243.742, ORS 243.746, and OAR 115-40-015. An interest arbitration award becomes the parties' contract.

Expedited Bargaining

The PECBA provides for an expedited bargaining process for employer proposals to change in certain working conditions during the term of a collective bargaining contract (ORS 243.698). Under this process, an employer must give the union notice of its intent to change a condition that imposes a bargaining obligation. Within 14 days after the employer's notice, the union may file a demand to bargain. Failure to file a demand within the 14 days is a waiver of the union's right to bargain. The required bargaining obligation ceases 90 days after the employer's notice to the union. At that time, if no agreement has been reached, the employer may implement its change. The parties may jointly request mediation during the 90-day period. Binding arbitration cannot be initiated during the 90-day period.

Strike Permitted Unit Bargaining Process Strike Prohibited Unit Bargaining Process

