

**GEU Mediation Proposal: Health and Well-being**

*This mediation proposal has been prepared for the purposes of collective bargaining only and does not represent the final form of the Article. The Bargaining Team reserves the right to amend or withdraw this proposal as bargaining may require. PSU is a public institution, these negotiations pertain to public employees, and this proposal will be shared publicly.*

<b>HEALTH AND WELL-BEING (ADMIN PROPOSALS: HEALTH CARE &amp; LETTER OF AGREEMENT HEALTH INSURANCE)</b>				
LN	GEU Proposal 12/8/17	Admin Proposal 2/2/18	GEU Proposal 2/12/18	Notes
3	<u>Section HEALTH AND WELL-BEING ARTICLE.EAP SECTION – Employee Assistance Program</u>	HEALTH CARE Section 1 – Employee Assistance Program	<u>Section HEALTH AND WELL-BEING ARTICLE.EAP SECTION – Employee Assistance Program</u>	
4	The University agrees to make its Employee Assistance Program available to GAs.			
5	<u>Section HEALTH AND WELL-BEING ARTICLE.HEALTH INSURANCE SECTION – Health Insurance</u>	LETTER OF AGREEMENT HEALTH INSURANCE	<u>Section HEALTH AND WELL-BEING ARTICLE.HEALTH INSURANCE SECTION – Health Insurance</u>	
6	The Graduate Employees Union (GEU) and Portland State University (University) agree to the joint goal of providing access to affordable health insurance for Graduate Assistants (GAs) and their dependents.		The Graduate Employees Union (GEU) and Portland State University (University) agree to the joint goal of providing access to affordable health insurance for Graduate Assistants (GAs) and their dependents.	
7	<u>Section HEALTH AND WELL-BEING ARTICLE.EXPLORATION OF PLAN OPTIONS SECTION – Exploration of Plan Options</u>	Letter of Agreement HEALTH INSURANCE – Exploration of Group Plan Options	<u>Section HEALTH AND WELL-BEING ARTICLE.EXPLORATION OF PLAN OPTIONS SECTION – Exploration of Plan Options</u>	
8	1. The Parties will establish a Health Insurance Working Group comprised of three (3) Graduate Assistant members selected by GEU and three (3) members selected by the University.			
9	2. The Working Group will evaluate options for a GA group health insurance plan, including but not limited to, employer sponsored group plans and independently managed qualified group plans.	2. The Working Group will evaluate options for a GA group health insurance plan, including but not limited to, employer-sponsored group plans, and independently managed qualified group plans, <b>and employee medical trusts. The Working Group may also evaluate options for collaborating with other Oregon public universities on a multi-employer-sponsored group plan or an employee medical trust.</b>		Accepted PSU Admin's added language.
10	3. The Working Group shall advise in the development of Requests for Proposals for any applicable plans and review bids received. The University will pay all costs associated with the contracting of a consultant. The University agrees to provide any information necessary to obtain estimates or bids, including census data.	3. The Working Group shall make recommendations to the University about the health insurance needs of GAs, including recommendations about plan design.	3. The Working Group shall advise in the development of Requests for Proposals for any applicable plans and review bids received. <del>The University will pay all costs associated with the contracting of a consultant.</del> The University agrees to provide any information necessary to obtain estimates or bids, including census data.	Moved crossed out section below.
11	4. The Working Group may determine the necessity to contract with a health insurance consultant to assist with these tasks. The Working Group will select the consultant from among bids/proposals received for consulting services.	4. The Working Group may recommend that the University contract with a health insurance consultant to assist with these tasks. The University and the Union will equally pay all costs associated with the contracting of a consultant. The Parties will select the consultant from among bids/proposals received for consulting services.	4. The Working Group may determine the necessity to contract with a health insurance consultant to assist with these tasks. <b>The University will pay all costs associated with the contracting of a consultant.</b> The Working Group will select the consultant from among bids/proposals received for consulting services.	

12	5. The Working Group will deliver a final report to the PSU President's designee and the GEU President on the feasibility of establishing an employer sponsored or qualified group plan no later than February 1, 2019.	5. The Working Group will deliver a final report to the PSU President's designee and the GEU President on the feasibility of establishing an employer sponsored or qualified group plan no later than <b>one calendar year after ratification by both parties</b> April 1, 2019.	5. The Working Group will deliver a final report to the PSU President's designee and the GEU President on the feasibility of establishing an employer sponsored or qualified group plan no later than February <b>March 1, 2019</b> .	
13	6. The Parties agree to enter into negotiations over this article within 60 calendar days of the report of the Working Group to negotiate health insurance terms and conditions.	6. The Parties agree to enter into interim negotiations within 60 working days of any University proposal to implement a health insurance program selected by the University for GAs.	6. The Parties agree to enter into <b>interim</b> negotiations <del>over this article</del> within <b>20 60</b> <del>calendar</del> <b>working</b> days of the report of the Working Group to negotiate health insurance terms and conditions.	We are attempting to maintain a timeline that would allow for implementation of a health insurance plan by the beginning of the 2019-2020 academic year.
13			<b><u>Notwithstanding the Working Group's conclusions, the University will set aside (budget) an amount of money that will provide, at least, affordable coverage for all Graduate Assistants at the premium for a single median salary Graduate Assistant on the PSU Student Health Insurance Plan, by the most recent inflation-adjusted ACA standard of affordability relative to income enumerated in published regulations by federal agencies including the IRS.</u></b>	We understand that the Working Group's recommendation can only be implemented if they're able to find a feasible solution to the issue of health insurance. We believe a commitment to budgeting for health insurance coverage for graduate employees will make it possible to find a feasible solution and demonstrate the University's commitment to providing affordable, quality coverage for graduate employees.  Affordable coverage is <a href="https://www.healthcare.gov/glossary/affordable-coverage/">9.69% of income</a> to premium. We know the median income, so given that "affordable coverage" would be GAs paying \$112/month, for example. ( <a href="https://www.healthcare.gov/glossary/affordable-coverage/">https://www.healthcare.gov/glossary/affordable-coverage/</a> )
15	<b>Section HEALTH_INSURANCE_ARTICLE.1 – Subsidization of the PSU Student Health Insurance Plan</b>		<b>Section HEALTH_INSURANCE_ARTICLE.1 – Subsidization of the PSU Student Health Insurance Plan</b>	
16	Effective upon ratification of this Agreement, GAs will be added as a class of users who may enroll their partner and children in the PSU Student Health Insurance Plan. All GAs enrolled in the PSU Student Health Insurance Plan will receive a GA fee remission equivalent to at least 61% of the cost of enrollment for the employee and any enrolled partner or children. Nothing in this Article should be construed to prohibit the University from		Effective upon ratification of this Agreement, GAs will be added as a class of users who may enroll their partner and children in the PSU Student Health Insurance Plan. <del>All GAs enrolled in the PSU Student Health Insurance Plan will receive a GA fee remission equivalent to at least 61% of the cost of enrollment for the employee and any enrolled partner or children.</del> Nothing in this Article should be construed to prohibit the University from	We have made a significant concession here by foregoing an interim solution for Graduate Assistant health insurance.. This is contingent upon contract language that establishes a Working Group with appropriate authority to develop and implement a long term health insurance solution.

	<p>providing a remission at a rate higher than 61% at the discretion of the employing unit. This remission will be applied each term prior to the due date for the first <a href="#">PSU Payment Plan</a> installment for that term and will continue for each term in which the GA retains their GA status and enrollment in the PSU Student Health Insurance Plan. The remainder of the cost of enrollment in the PSU Student Health Insurance Plan will be charged to the GA's student account with the option of payment in 3 monthly installments provided by the PSU Payment Plan.</p> <p>GAs enrolled in the PSU Student Health Insurance Plan for the Spring Term will have coverage continued through the Summer Term at no additional charge. The University will not disincentivize hiring of GAs with partners or children as a consequence of the obligation to provide remissions under this Section. GAs who move out of the bargaining unit will be able to maintain the enrollment of their partner and children on the PSU Student Health Insurance through the conclusion of the Summer Term following the end of their employment. For any term where the GA does not have an appointment, they will be responsible for the full cost of enrollment.</p> <p>The Parties acknowledge that changes to the enforcement of IRS regulations regarding the ability of the University to subsidize the PSU Student Health Insurance Plan will immediately trigger impact bargaining. The University will not be expected to continue subsidizing premiums for the duration of impact bargaining if doing so would incur fines or penalties.</p>		<p><del>providing a remission at a rate higher than 61% at the discretion of the employing unit. This remission will be applied each term prior to the due date for the first <a href="#">PSU Payment Plan</a> installment for that term and will continue for each term in which the GA retains their GA status and enrollment in the PSU Student Health Insurance Plan. The remainder of the cost of enrollment in the PSU Student Health Insurance Plan will be charged to the GA's student account with the option of payment in 3 monthly installments provided by the PSU Payment Plan.</del></p> <p>GAs enrolled in the PSU Student Health Insurance Plan for the Spring Term will have coverage continued through the Summer Term at no additional charge. <del>The University will not disincentivize hiring of GAs with partners or children as a consequence of the obligation to provide remissions under this Section.</del> GAs who move out of the bargaining unit will be able to maintain the enrollment of their partner and children on the PSU Student Health Insurance through the conclusion of the Summer Term following the end of their employment. <del>For any term where the GA does not have an appointment, they will be responsible for the full cost of enrollment.</del></p> <p><del>The Parties acknowledge that changes to the enforcement of IRS regulations regarding the ability of the University to subsidize the PSU Student Health Insurance Plan will immediately trigger impact bargaining. The University will not be expected to continue subsidizing premiums for the duration of impact bargaining if doing so would incur fines or penalties.</del></p>	
17	<b>Section HEALTH_INSURANCE ARTICLE.2 – Health Insurance Waiver</b>		<b>Section HEALTH_INSURANCE ARTICLE.2 – Health Insurance Waiver</b>	
18	A GA whose application for an enrollment waiver for the PSU Student Health Insurance Plan is rejected will receive a detailed explanation in writing as to why the application was denied. The GA has the right to appeal the rejection and the right to a meeting with a PSU representative who has the authority to accept the appeal. The GA has the right to present relevant facts in		A GA whose application for an enrollment waiver for the PSU Student Health Insurance Plan is rejected will receive a detailed explanation in writing as to why the application was denied. The GA has the right to appeal the rejection and the right to a meeting with a PSU representative who has the authority to accept the appeal. The GA has the right to present relevant facts in	We'd like to memorialize this existing practice and give GAs an opportunity to have some support in this process.

	support of their appeal, and be accompanied by a GEU representative at such a meeting. A GA who appeals a waiver rejection has the right to an official written response in writing within five (5) working days.		support of their appeal, and be accompanied by a GEU representative at such a meeting. A GA who appeals a waiver rejection has the right to an official written response in writing within five (5) working days.	
19	<b>Section HEALTH_INSURANCE_ARTICLE.3 – Notification of Changes in Cost of Enrollment</b>		<b>Section HEALTH_INSURANCE_ARTICLE.3 – Notification of Changes in Cost of Enrollment</b>	
20	All GAs will receive written notice of any change in the cost of enrollment in the PSU Student Health Insurance Plan no more than thirty (30) days after PSU becomes aware of the change.		All GAs will receive written notice of any change in the cost of enrollment in the PSU Student Health Insurance Plan no more than thirty (30) days after PSU becomes aware of the change.	Memorializing existing practice.