2024 PSU/GEU Economic Reopener Negotiations

****Tentative Agreement****

- 1. PSU and GEU agree to the package proposal from 12/5/24 at 9:45pm (see attached).
- 2. PSU and GEU agree to the proposed Healthcare Memorandum of Agreement from 12/5/24 at 9:45pm (see attached).
- 3. GEU agrees to submit the attached proposals to its membership with a positive recommendation for ratification.
- 4. GEU agrees to provide PSU with notice of whether GEU membership ratified the attached proposals by no later than 5:00 p.m. on Friday, December 13, 2024.

Portland State UniversityGraduate Employees UnionChris Monsere, Ph.DAmy JohnsonInterim Vice Provost for
Faculty SuccessVice President of Collective Bargaining

Dated: _____ Dated

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Tentative Agreement between University and GEU Graduate Employee Union (GEU) December 5, 2024

Article 19- Salary.

Section 19.3 - Minimum Salary

19.3.1 – The minimum monthly salary will be based on the annual salary rate and will be prorated for FTE.

19.3.2 – Nothing in this Article should be construed to limit the ability of the employing units to set rates that exceed the minimum hourly rates established in this Article.

19.3.3 – The minimum salary rates will increase on the effective dates as outlined below:

Minimum Salary Percent Increase	December 16, 2024*	September 16, 2025
	9.00%	5.00%

* see 19.3.5

19.3.4 – The minimum salary rates will be as outlined below:

GA Minimum Salary Rates	September 16, 2023	December 16, 2024*	September 16, 2025
9 Month Annual Base Rate (Equivalent at 1.0 FTE)	\$29,439	\$32,089	\$33,693
One Month Base Rate (Equivalent at 1.0 FTE)	\$3,271.00	\$3,565.39	\$3,743.66
Hourly Rate (173.3 hrs/month)	\$18.87	\$20.57	\$21.60
Gross Monthly Salary (0.30 FTE)	\$981.30	\$1,069.62	\$1,123.10
Gross Monthly Salary (0.35 FTE)	\$1,144.85	\$1,247.89	\$1,310.28
Gross Monthly Salary (0.40 FTE)	\$1,308.40	\$1,426.16	\$1,497.46
Gross Monthly Salary (0.45 FTE)	\$1,471.95	\$1,604.43	\$1,684.65
Gross Monthly Salary (0.49 FTE)	\$1,602.79	\$1,747.04	\$1,834.39

* see 19.3.5

19.3.5 – The 2024-2025 salary implementation dates in 19.3 and 19.4 will be December 16, 2024, if the union membership ratifies all tentative agreements of the economic reopener negotiations on or before December 13, 2024. If the union membership has not ratified the agreements made in the economic reopener negotiations on or before December 13, 2024, the implementation date for the 2024-25 minimum salaries will be the next employment term's contract start date that occurs at least 30 days after the membership ratification date.

19.3.6 - <u>If this agreement is ratified by December 13, 2024, all GAs employed in the Fall</u> 2024 term will receive a one-time lump sum payment of \$500.

Section 19.4 – Cost of Living Adjustment for Returning GAs

19.4.1 – GAs who are employed in a GA position in the previous academic year in at least one (1) term (not including summer term) and who are reappointed in the same employing unit in any term within the time period in the table below, will receive the corresponding one-time percent increase to their base salary rate as outlined below:

Cost of Living Adjustment	December 16, 2024* to June 15, 2025	16, 2025, to June 15,
	3.50%	3.50%

* see 19.3.5

19.4.2 – If after a salary increase is applied under this section, the GA's salary rate is below the minimums specified in Section 19.3.4, then the GA's salary rate shall be increased to the minimums specified in Section 19.3.4.

Article 20 - Tuition and Fee Remission Section 20.2- Fee Remission

Graduate Assistants will receive a remission of mandatory student fees during the academic year, not including Summer Session, as follows. Graduate Employee fee remissions are not to exceed 100% of mandatory fees.

University Responsibility: During the period of September 16, <u>2024</u>, through September 15, <u>2026</u>, the University will be responsible for 100% of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

GA Responsibility: During the period September 16, <u>2024</u>, through September 15, <u>2026</u>, 0%

of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

All other Fines, Fees, and Charges will be enacted as in the University's Board Trustees Tuition, Fees & Fines Policy.

Article 21 – Health and Well-Being.

21.3 - Graduate Employee Assistance Fund

To complement the various hardship monies already available to graduate students/employees, the remaining funds in <u>the Graduate Employee Assistance Fund account at the end of FY-2023-24 will be made available and University will provide additional funds for the remainder of this agreement to the Graduate Employee Assistance Fund as follows:</u>

<u>FY 2024-2025 - \$0.00</u> <u>FY 2025-2026 - \$45,000.00</u>

Assistance requests may include, but are not limited to: <u>fees and expenses that are unique to</u> <u>international graduate employees</u>, sudden loss of income; housing or food insecurity; family crisis or urgent need; unanticipated or catastrophic losses, and emergency caregiver needs. Members must indicate the amount of assistance they are requesting. This fund is available to domestic and international GEU Members. To be eligible, GAs must be currently employed in the term in which they are seeking assistance.

<u>GEU members</u> The University and the GEU will develop an application for members to may submit a request for funds at any point during their employment which will, at a minimum, document the basis for the request and ask the member to provide information to facilitate payment of the benefit as a payroll item subject to applicable taxes and withholdings.

GEU will provide a list of <u>eligible</u> members approved to receive these funds to <u>the</u> University The University will then develop a process for these funds to be provided to GEU Members based upon GEU's identification of members to be benefited.

<u>On a monthly basis, t</u>The Human Resources office will process payments to the members as a payroll item, subject to applicable taxes and withholdings until funds are expended in this account. For each month by the <u>10th</u> or closest prior working day, <u>GEU will email the list to OAA with the subject identifying the month of payment and will include the member's PSU ID, PSU email, first name, last name, and the amount to be paid to the member.</u>

Any <u>funds</u> left over at the end of the fiscal year(<u>FY 2024-2025</u>) will be rolled over and added to the following year's fund (<u>FY 2025-2026</u>).

Article 22 - Leaves

<u>Section 22.5</u> 20.6 - Paid Leave Oregon Oregon Paid Family Medical Leave (OR PFML) The Paid Leave Oregon Oregon Paid Family Medical Leave (OR PFML) program administered by the Standard Insurance Company will apply to all members of the GEU bargaining unit as identified in Article 1 (Recognition) of the PSU/GEU Collective Bargaining Agreement, subject to the following:

<u>22.5.1</u> A. The University engaged a Third-Party Administrator ("TPA") to administer benefits required under the <u>OR PFML Paid Leave Oregon</u> Oregon law. The paid leave benefits provided by that plan will be equal to or greater than those provided by the state-administered plan. The cost to provide the benefits will not exceed that which is identified in the <u>OR PFML Paid Leave</u> Oregon law, currently at one (1.0%) percent payroll deduction in which the University will contribute one-hundred (100%) forty (40%) percent and the employee will contribute <u>sixty</u> <u>percent (60%)</u>. Employee contributions will not begin before September 1, 2023. Eligible employees may begin accessing benefits on the same date the state-administered plan begins, which is currently projected to be September 3, 2023.

B. The University and GEU agree to review the percentage of contributions made by each party during their next negotiation sessions, which will be the 2024 economic reopener.

<u>22.5.2</u> C. The TPA will make eligibility and benefit determinations in accordance with State law and the TPA plan documents. Bargaining unit members who receive <u>OR PFML</u> Paid Leave Oregon benefits from the University's TPA, but who do not receive 100% of their average weekly wages as defined by State law and TPA plan documents ("average weekly wages"), may, if the employee chooses, use appropriately qualifying accrued paid leave hours (e.g. paid sick time or any other applicable paid leave available to the bargaining unit members) to make up the difference between their <u>OR PFML</u> Paid Leave Oregon benefit amount and their average weekly wages as determined by State law and the TPA plan Documents.

<u>22.5.3</u>.D. To the extent required by <u>OR PFML Paid Leave Oregon</u> law, applicable provisions of the CBA, and State laws regulating employee benefits; bargaining unit members accessing the <u>OR PFML Paid Leave Oregon</u> program who use appropriately qualifying accrued paid leave hours to make up the difference between their <u>OR PFML Paid Leave Oregon</u> benefit amount and their average weekly wages amount will continue to have their non-<u>OR PFML Paid Leave</u> Oregon Oregon leave gross wages accrue all benefits to which they are eligible (e.g. accrued sick).

Bargaining unit members will retain eligibility to access the Graduate Employee Assistance Fund while they receive <u>OR PFML Paid Leave Oregon</u> benefits from the University's TPA.

<u>22.5.4</u> E. Bargaining Unit Members that apply for/receive <u>OR PFML</u> Paid Leave Oregon benefits will retain an active job status while they are covered by the <u>OR PFML</u> Paid Leave Oregon program.

<u>22.5.5</u> F. At least annually, and prior to the implementation of the <u>OR PFML Paid Leave</u> Oregon program, the employer will provide employees with resources related to the <u>OR PFML</u> Paid Leave Oregon program and how it interacts with other benefits offered to employees. GEU will be provided with a copy of these materials, including the names, email addresses and other contact information of all people in the bargaining unit to whom the University plans to use to distribute <u>OR PFML</u> Paid Leave Oregon information. GEU will have an opportunity to correct and update contact lists as needed and provide recommendations to clarify and improve outreach materials.

<u>22.5.6</u> G. Employees in need of protected leave (i.e., FMLA, OFLA, PFML, etc.) are encouraged to reach out to their University Human Resources and/or Benefits Office for guidance.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between Portland State University (PSU) and the Graduate Employees Union, AFT/AAUP (GEU), who together are referred to below as "the parties."

PSU and GEU agree to the following:

1. By no later than February 3, 2025, PSU will contract with a consultant that has experience in assisting public employers to obtain quotes to set up plan documents to establish a group_health care plan (including one administered by a Health and Welfare Trust) and an ICHRA (hereinafter "Options") for bargaining unit members employed by PSU. The costs associated with the consultant will be the responsibility of PSU and will be paid in addition to those funds PSU provides under Article 21, section 21.3.

2. PSU will ask the consultant to provide PSU with a report that analyzes the cost to create and implement the Options. The report should include information about the time it would take to establish an Option and the ongoing estimated costs to create and administer each Option, including fixed costs to administer an option and variables to costs to implement an option (such as contributions to premiums or ICHRA accounts). PSU will also engage the consultant to provide costing information on establishing and successfully implementing one of the Options that lasts through a three-, five-, and ten-year time period.

3. In addition to the information described in paragraph 2, above, the consultant's report will include information concerning:

a. the initial cost to set up an Option using a third-party benefits administrator to receive contributions and process all claims;

b. the costs for implementing the benefit within the PSU HR management environment (using a third-party benefits administrator), and the yearly cost to the University to administer an Option per annum year (understanding this could be a fiscal, calendar, or academic year) per each employee covered;

c. description of any positive or negative effects that having such an Option would have on a GA's use of the SHAC individual health plan offered to all students;

d. description of any positive or negative effects that having such an Option would have on a GA's ability to procure individual health insurance under the Affordable Care Act Marketplace (that is not the SHAC health plan offered to all students);

e. description of any positive or negative effects that having such an Option would have on a GA's who have health insurance coverage from another source, such as through coverage by a domestic partner, spouse or parent, or the Oregon Health Plan;

f. description of any positive or negative effects that having such an Option would have on the sustainability of the SHAC health plan as well as on the health care premiums charged to all students under that plan; and,

g. descriptions of the basic elements of any such Option, including the taxable status of employer contributions to the Option, the process to make claims and receive payments, the timeline for use of the benefits provided, and any other salient features and options of any such Option that the parties might reasonably need in order to understand the parties' Option.

4. PSU will request that the consultant's report be completed by no later than September 16, 2025. PSU will provide GEU with any non-privileged, non-proprietary information contained in the consultant's report by no later than October 3, 2025. The intention of the process in this MOA is to have this information to use in successor negotiations, which will begin in January 2026.

5. This Memorandum Agreement will be effective upon signature and ratification of the membership and expires on June 30, 2026.