

# Higher Ed Bargaining 2021

## Summary of Tentative Agreements

*Note: any Articles not described below are unchanged from 2019-2021 Collective Bargaining Agreement.*

### **Article 4: Term of Agreement**

- Contract goes into effect first day of the month after ratification and expires June 30, 2026.
- In 2023, we will have a limited economic reopener where we will renegotiate Article 21: Salary, and either party may elect to renegotiate up to 7 additional Articles or Letters of Agreement.
  - None of the following articles can be opened during the reopener: Article 22: Salary Administration (the article with step increases), Article 24: Insurance, and the new LOA on Article 21 (with the 2025 selective salary increase for the administrative job family).
  - The union maintains our right to strike during the reopener.

### **Article 20: Differential Pay**

- Added a new \$1/hour differential for employees required to use bilingual skills, but who don't have it in their job description.
- Increased Vet Tech 2 Specialty certification differential to \$3/hour
- Added new \$2/hour shift differential for Vet Tech 1, Vet Tech 2, Vet Tech 3, Vet Assistants and Veterinary Animal Attendants.

### **Article 21: Salary**

- COLAS:
  - 3.1% cost-of-living increase on January 1, 2022
  - 2.5% cost-of-living increase on July 1, 2022
- Maintain the 2.5% longevity premium
- \$15 per hour minimum wage:
  - Delete all steps and salary ranges below \$15 on March 1, 2022
- Selective salary increases:
  - The following classifications will receive a selective salary increase of one salary grade on February 1, 2022:
    - Custodian
    - Custodial Coordinator
    - Food Service Worker 1
    - Food Service Worker 2
    - Food Service Worker 3
    - Cook 1
    - Cook 2

- Daycare Center Cook
- Baker
- Food Service Coordinator
- Medical Aide
- Registered Nurse 1
- Registered Nurse 2
- Mid-Level Medical Practitioner
- The following classifications will receive a selective salary increase of one grade on February 1, 2022 and an additional grade\* on Feb 1, 2025:
  - Office Assistant
  - Office Specialist 1
  - Office Specialist 2
  - Administration Program Assistant
  - Administration Program Specialist
  - Executive Support Specialist 1
  - Executive Support Specialist 2
  - Paralegal 1
  - Paralegal 2
  - Paralegal 3
  - Word Processing Tech 1
  - Word Processing Tech 2
  - Word Processing Tech 3
  - Medical Records Specialist
  - Accounting Technician
  - Payroll Technician
- The following classification will receive a selective salary increase of two salary grades on February 1, 2022:
  - PSU Recycling Specialist
- During the term of the contract, the union or the employer may propose additional selective salary increases. The parties will have 45 days to negotiate over the proposed changes.

*\*The second selective salary increase for this group is agreed to in the Letter of Agreement Article 21: Salary*

#### **Article 22: Salary Administration**

- Maintain step increases through all the years of the contract
- Universities may issue cash awards up to 7.25% of an employee's base salary. This language was moved to Article 22 from Article 61: Information Technology Compensation Plan so that it applies to all employees, not just IT workers.

#### **Article 24: Insurance**

- Health insurance is maintained through all the years of the contract.

- The \$40 monthly subsidy is granted to anyone earning less than or equal to Salary Range 11, Step 10. Currently this is \$3,103 per month, but it will go up as the COLAs go into effect.

#### **Article 36: Sick Leave**

- Added “sibling” to the definition of “immediate family member” so employees have the right to use bereavement leave in the event of a sibling’s death.

#### **Article 38: Holidays**

- Added Juneteenth as a paid holiday
- Added language allowing university presidents to declare additional days as paid holidays during the contract
- Cleaned-up language to make this article easier to read and interpret.

#### **Article 50: Work Schedules**

- Added language guaranteeing that requests to work remotely will be responded to within 14 calendar days, and that the university will state the specific reasons for a denial if a remote work request is not approved.

#### **Article 58: Inclement Weather and Hazardous Conditions**

- Clarified language dealing with notification to employees of inclement weather declarations.
- Employees working remotely who are unable to work because the same inclement weather conditions that caused a campus closure will be eligible to use inclement weather leave
- Inclement weather and hazardous conditions leave accrues as follows:
  - 24 hours effective upon ratification, expires June 30, 2022.
  - 48 hours effective July 1, 2022, expires June 30, 2024.
  - 48 hours effective July 1, 2024, expires June 30, 2026.
- Employees required to work on campus during campus closures have the option of being paid at 2.5x their regular rate of pay by using their accrued inclement weather leave, otherwise they are paid 1.5x their regular rate of pay.

#### **Article 61: Information Technology Compensation Plan**

- Removed language referring to outdated letters of agreement.
- Lowered the allowable base pay increase for “exceeds standards” from 6% to 5.25%, meaning an employee who received “exceeds standards” would be eligible to receive a raise between 5.25-7.25% of base pay.
- Removed the word “consistently” from merit pay program table.

#### **Article 64: Mutual Respect**

- Added “insulting someone” and “endangering the safety of an individual or individuals” to the list of behaviors prohibited by this article.

- Clarified the process for bringing forward complaints alleging violations of this article:
  - Employees may submit a complaint to their immediately excluded supervisor
  - If behavior is unchanged, the employee may contact a steward to help bring a complaint to the university's Chief Human Resources Officer (CHRO) describing the concerns.
  - If the steward requests it, the CHRO will hold a meeting within 30 days.
  - Within 30 days of receiving the complaint or the meeting (whichever is later), the CHRO will respond to the employee in writing.
  - Employees maintain their right to pursue remedies outside of this process (BOLI, EEOC, etc).
- Employees are encouraged to provide feedback regarding their direct supervisor using a process determined by their university.

### **LOA Article 21: Salary**

- Identifies the second selective salary increase for the administrative job family effective February 1, 2025.

### **LOA: Recognition Bonus**

- One-time Pandemic Hazard Bonus:
  - \$1,050 for employees who worked between 480 hours and 1,039 hours on campus between March 2020 and June 2021.
  - \$1,500 for employees who worked 1040 or more hours on campus between March 2020 and June 2021.
  - An additional \$575 for employees who qualify for one of the above payments and who worked more than 200 hours of overtime between March 2020 and June 2021.
- Eligibility criteria:
  - An employee must have held a position between March 1, 2020 and June 30, 2021 that placed them at higher risk because:
    - They were required to work on campus and
    - While on campus had close contact of less than six feet with people outside their household and
    - That contact was routine, lasting more than fifteen minutes.
- Certification process:
  - Universities will create a process for employees to attest that they qualify for the above bonuses.
  - Employees will submit their attestation by January 7.
  - Supervisors will accept or reject the attestation by January 15.
  - The local union president or chief steward will meet with human resources to discuss employees who were rejected and to troubleshoot the eligibility list by Jan 31.
  - The final eligibility list will be provided to the union by Feb 1.
- Dispute resolution:

- Grievances dealing with employee eligibility will be filed as a one group grievance per university no later than March 1, 2022.
- Grievances dealing with payment will be filed as one group grievance per university no later than March 15, 2022.
- Joint legislative advocacy:
  - The union will partner with the universities to request from the legislature half of the funding for this bonus

**LOA Article 24: Part Time Employees**

- Updates the years referenced in this letter of agreement.

**LOA Article 24: Premium Tier Ratios**

- Agree to sunset this letter of agreement, which no longer applies

**LOA Article 38: Holidays**

- Specifies that for the year 2022, the Juneteenth holiday will be observed on Friday, June 17.

**LOA: Portland State University Streetcar**

- Maintains Portland Streetcar pass for all employees at no cost through June 30, 2022.
- After June 30, 2022, employees may purchase a Streetcar pass at the rate negotiated by PSU and Portland Streetcar, Inc.
- Employees who are required to travel between the main campus and the RLSB South Waterfront Campus during their workday will be provided a Streetcar pass at no cost to the employee.