

## **Board of Regents Special Meeting**

## January 2025

January 21, 2025

3:00 p.m.

Boardroom, McNamara Alumni Center

### BOR - JAN 21, 2025 - Special Meeting

1. Collective Bargaining Agreement - Review/Action

Docket Item Summary - 3

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## BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents			January 21, 2025
AGENDA ITEM:	Collective Bargaining Agreement		
Review	X Review + Action	Action	Discussion
This is c	report required by Board policy.		
PRESENTERS:	Kenneth Horstman, Vice President	for Human Resource	S

#### **PURPOSE & KEY POINTS**

The purpose of this item is for the Board to review and act on the collective bargaining agreement (CBA) between the Regents of the University of Minnesota and the Graduate Labor Union–United Electrical, Radio and Machine Workers of America, Local 1105.

#### **Covered Employees**

The employees covered by this CBA are Graduate Assistants (GA) who are enrolled in a graduate program at the University and who are employed holding the rank of research assistant, teaching assistant I or II, project assistant, or administrative fellow I or II. Excluded are undergraduate students; graduate student resident advisors; hourly graders who are not also employed as either research assistants or teaching assistants; graduate students not seeking University degrees, including visiting students; office clericals; managers; guards; and supervisors as defined in the Bureau of Mediation Services (BMS) Case No. 23PCE1825. These employees are employed across all system campuses and included in University Unit 10 as defined by the Minnesota Public Employee Labor Relations Act (PELRA). The total number of employees covered under this agreement is approximately 4,500.

#### **Key Contractual Provisions**

#### Compensation

- The parties agreed to the following compensation provisions effective upon ratification of the CBA:
  - A minimum GA pay rate of \$27.00/hour
  - All GAs would be brought up to the minimum rate
  - GAs paid between \$25.72 and \$26.99 will receive a 5 percent increase
  - GAs paid above \$27.00 will receive the following:
    - 2 percent if their department applied the FY 2025 merit pool funds to GA pay increases
    - 5 percent if their department did not apply the FY 2025 merit pool funds to GA pay increases
- \$250.00 per credit for GAs assigned as "Instructor of Record" for a course

#### Leaves of Absence

- In addition to existing leave provisions for GAs, the following leaves were agreed upon:
  - Three (3) personal days each fall semester, spring semester, and summer term if the GA has an active appointment.
  - Five (5) days for international GAs to attend visa and immigration proceedings each academic year if they have an active appointment.

#### Medical and Dental

- In addition to existing medical and dental benefits for GAs, the following provisions were agreed upon:
  - Dependent premium coverage for the University of Minnesota Graduate Assistant Health Plan increased from 75 percent to 85 percent.

#### Health and Dependent Care Flexible Spending Account

• GAs will have the option to enroll in either the health or dependent care flexible spending accounts.

#### Tuition Benefit

- In addition to existing GA tuition benefits, the following provisions were agreed upon:
  - For GAs who are required to take English as a second language (ESL) courses as part of requirements to hold a teaching assistant position, the tuition will be covered at 100 percent in accordance with the GA tuition policy.

#### Commute Subsidy

• Aligns with existing bicycling and parking provisions.

#### Memorandums of Understanding

- The parties agreed to the following memorandums of understanding addressing:
  - Maintaining reproductive health benefits
  - Training staff on CBA requirements
  - Meet and confer regarding GAs desire to opt out of paying the Student Services Fee.
  - Fee Offsets:

#### Year 1 Fee Offset

\$150 to offset student fees for each GA actively employed as of the 19th payroll period (applies to spring semester only).

#### Years 2 and 3 Fee Offsets

\$235 to offset student fees per semester for the following GA job codes: 9510, 9511, 9515, 9521, 9526, 9531.

Prorated based on standard hours appointment (25 percent appt. = 50 percent of the benefit; 12.5 percent appt. = 25 percent of the benefit).

\$280 to offset student fees per semester for International GAs. Prorated based on standard hours appointment (25 percent appt. = 50 percent of the benefit; 12.5 percent appt. = 25 percent of the benefit).

GAs in the above job codes also get the \$235.

- Academic Progress Report:
  - Within 16 months following ratification of the CBA, the Graduate School will produce a report with recommendations for failure to make satisfactory academic progress appeals.

#### **Financial Impact**

The dates of this agreement are January 21, 2025, through June 30, 2027. A more detailed cost summary is included in the docket.

The wage adjustments are upon ratification of the CBA and are not retroactive.

<u>Year 1 Recurring Costs</u> Base Salary Adjustments of 2% to 5% Other Fees and Coverage Increases Total Recurring Cost	+	\$ <u>\$</u> \$	3,452,000.00 <u>1,200,000.00</u> 4,652,000.00
Estimated Year 2 Recurring Costs			
Base Salary Adjustments of 3.5% or amount approved in			
FY26 salary memo, whichever is greater	+	\$	4,950,000.00
Other Fees and Coverage Increases	+	\$	3,175,000.00
Total Recurring Cost		\$	8,125,000.00
<u>Estimated Year 3 Recurring Costs</u> Base Salary Adjustments of 3.5% or amount approved in			
FY27 salary memo, whichever is greater	+	\$	5,200,000.00
Other Fees and Coverage Increases	+	\$	3,175,000.00
Total Recurring Cost		\$	8,375,000.00

#### **Summary Non-Economic Highlights**

The parties reached agreement on several non-economic language provision articles.

- Article 1 Agreement
- Article 2 Recognition
- Article 3 Definitions
- Article 4 Union Security and Check-Off
- Article 5 Union Rights
- Article 6 Bargaining Unit Information
- Article 7 Employer Authority and Security
- Article 8 Nondiscrimination
- Article 9 Inclusive Work Environment
- Article 10 Respectful Workplace
- Article 11 Health and Safety
- Article 12 Discipline and Discharge
- Article 13 Grievance Procedure
- Article 14 Arbitration
- Article 15 Appointment Duties and Scope of Work
- Article 16 Appointment Posting
- Article 17 Appointment Notification and Reappointment
- Article 18 Appointment Security

- Article 19 Workload
- Article 20 Professional Rights
- Article 21 Training and Professional Development
- Article 22 International Employee Rights
- Article 29 Employee Assistance
- Article 30 Severability
- Article 31 Entire Agreement
- Article 32 Labor Management Committee
- Article 33 Duration

#### **Negotiation Timeline**

Negotiations began on September 11, 2023. The parties reached a tentative agreement on November 23, 2024. The Union completed its contract ratification process on December 6, 2024.

#### PRESIDENT'S RECOMMENDATION

The President recommends approval of the resolution related to the proposed labor agreement with the Graduate Labor Union–United Electrical, Radio and Machine Workers of America, Local 1105.



#### **REGENTS OF THE UNIVERSITY OF MINNESOTA**

#### **RESOLUTION RELATED TO**

#### The Proposed Labor Agreement with the Graduate Labor Union–United Electrical, Radio and Machine Workers of America, Local 1105

**WHEREAS**, the parties have met and negotiated and have reached agreement regarding terms and conditions of employment regarding the employees of this bargaining unit; and

**WHEREAS,** the Graduate Labor Union–United Electrical, Radio and Machine Workers of America, Local 1105 has ratified acceptance of this agreement; and

**WHEREAS,** Board of Regents Policy: *Reservation and Delegation of Authority* reserves to the Board of Regents (Board) the authority to approve labor agreements.

**NOW, THEREFORE, BE IT RESOLVED** that on the recommendation of the President, the Board approves the proposed labor agreement with the Graduate Labor Union–United Electrical, Radio and Machine Workers of America, Local 1105 as outlined in the Board of Regents Special Meeting docket for January 21, 2025.

# **GLU-UE CBA Cost Summary**

Year 1

2024-2027 CBA Projections (Based on Fall 2024 Appointment Levels and Pay Rates)

Contract Provision	Description	Amount
Medical Plan Changes	From .75% dependent premium coverage to .85%	\$260,000
GA Pay Increase	\$25.71 and below brought up to \$27.00 Includes 23.2% GA fringe rate	\$1,490,000
	\$25.72 - \$26.99 (receiving 5%) Includes 23.2% GA fringe rate	\$102,000
	\$27.00 + (receiving additional 2%) Includes 23.2% GA fringe rate	\$1,860,000
Graduate Instructor of Record Pay	If all 9515 and 9517s were assigned an instructor of record for a 3-credit course in spring semester (maximum expense) receiving \$250 per credit Includes 23.2% GA fringe rate	\$255,000
\$150 Fee Offset	Per active GA as of 19th ppd; Spring 2025 Only	\$675,000
Required ESL Course Coverage	100% tuition coverage for GAs required to take ESL to hold TA and not covered within the existing tuition band	\$10,000
Leave Time	Loss in productivity, not calculated loss	
	\$4.6	52,000

<b>GLU-UE CBA Cost Summary</b> 2024-2027 CBA Projections (Based on Fall 2024 Appointment Levels and Pay Rates)					
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Year 2					
Contract Provision	Description	Amount			
Medical Plan Changes	From .75% dependent premium coverage to .85%	\$260,000			
GA Pay Increase	3.5% or amount approved in BOR memo, whichever is greater				
-	Based on assumption of \$115m total estimated GA salary expense	\$4,950,000			
_	Includes 23.2% GA fringe rate				
Graduate Instructor of Record Pay	If all 9515 and 9517s were assigned an instructor of record for a 3-credit course in spring semester (maximum expense) receiving \$250 per credit with 23.2% GA fringe rate	\$255,000			
\$235 per semester fee offset	Per semester for job codes 9510, 9511, 9515, 9521, 9526, 9531 (n=3,785)	\$1,800,000			
\$280 per semester fee offset	Per semester for international GAs (n=1,500)	\$850,000			
Required ESL Course Coverage	100% tuition coverage for GAs required to take ESL to hold TA and not covered within the existing tuition band	\$10,000			
Leave Time	Loss in productivity, not calculated loss				

2024-2027 CBA Projections (Ba	sed on Fall 2024 Appointment Levels and Pay Rates	5)
Year 3		
Contract Provision	Description	Amount
Medical Plan Changes	From .75% dependent premium coverage to .85%	\$260,000
GA Pay Increase	3.5% or amount approved in BOR memo, whichever is greater	
-	Based on assumption of \$120m total estimated GA salary expense	\$5,200,000
_	Includes 23.2% GA fringe rate	
Graduate Instructor of Record Pay	If all 9515 and 9517s were assigned an instructor of record for a 3-credit course in spring semester (maximum expense) receiving \$250 per credit with 23.2% GA fringe rate	
\$235 per semester fee offset	Per semester for job codes 9510, 9511, 9515, 9521, 9526, 9531 (n=3,785)	\$1,800,000
\$280 per semester fee offset	Per semester for international GAs (n=1,500)	\$850,000
Required ESL Course Coverage	100% tuition coverage for GAs required to take ESL to hold TA and not covered within the existing tuition band	\$10,000
Leave Time	Loss in productivity, not calculated loss	