

Letter of Agreement: Paid Leave Oregon

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Section 1: This LOA automatically sunsets with the next full CBA successor contract between the two Parties. The Parties agree to bargain regarding Paid Leave Oregon (PLO) during the next round of successor negotiations.

Section 2: The Employer will comply with all applicable laws and regulations required by Paid Leave Oregon (PLO). Except where explicitly modified by this Letter of Agreement, Article XX: Leaves remains in full effect.

Section 3: The cost to provide benefits will not exceed that which is identified in the Paid Leave Oregon law. The employer will contribute at least forty (40%) percent of the cost.

Section 4: No bargaining unit member will be obligated to file a PLO claim when taking leave unless the law requires it to run concurrently with other eligible protected leave entitlements. Bargaining unit members may use eligible leave to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount.

As described in Article XX, Section 9, bargaining unit members continue to be eligible to take up to 520 hours of paid leave for a qualifying event through a combination of PLO benefits and/or their own available leave including: up to 120 hours of paid family and medical leave, accrued sick leave, vacation leave, and sick-leave-with-pay advances.

Bargaining unit members accessing PLO who use eligible leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount will continue to have their non-Paid Leave Oregon gross wages accrue all benefits for which they are normally eligible.

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Marisa Chappell 7/18/2023 | 17:47:17 PDT
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Marisa Chappell on Behalf of UAOSU

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Trina Young 7/18/2023 | 09:38:29 PDT
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Trina Young on Behalf of the Employer

Memorandum of Understanding (MOU):

Article XX, Section 9 of the Collective Bargaining Agreement by and between United Academics of Oregon State University (UAOSU) and Oregon State University (The Employer)

Section 1: This MOU represents an agreement between the Parties (UAOSU and The Employer) as to the application of Article XX, Section 9 of the Collective Bargaining Agreement effective July 18, 2023, and automatically sunsets with the next full CBA successor contract between the two parties.

Section 2: The Parties agree that the 120 hours of paid family and medical leave described in Section 9 is accessible only during qualifying events defined by applicable law and university policy and determined in favor of eligibility. Applicable laws include FMLA, OFLA, and Paid Leave Oregon (PLO).

All bargaining unit members, irrespective of their FTE, have access to 120 hours of fully paid leave for a qualifying event. This leave may be used in part or in its entirety, depending on the employee's need during the qualifying event, and subject to the terms of the CBA and MOU on PLO.

Paid family and medical leave use is subject to the same legal limitations for protected leave described in law and university policy, including limits to the duration one can be out on leave. As such, some part-time employees may exceed their allotted protected leave prior to exhausting the 120 hours of paid family and medical leave. Any use of paid leave benefits beyond limits established in the law or university policy is at the employer's discretion.

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Trina Young 7/18/2023 | 17:47:17 PDT
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Trina Young on Behalf of the Employer