

1 August 30, 2023

2 **Proposal #3**

3 **LETTER OF AGREEMENT**

4 **April 10, 2023**

5 **between**

6 **Western Oregon University and**
7 **the Western Oregon University Federation of Teachers**
8 **Local 2278, AFT-Oregon, AFL-CIO**

9 **RECITALS**

10 In 2019, the Oregon Legislature passed the Paid Family Leave Act which established a paid family
11 and medical leave insurance (PFMLI) program for Oregon employees. The PFMLI program, or
12 "Paid Leave Oregon," (PLO) allows individuals to take paid time off for moments that impact
13 employees' families and employee's health and safety. Due to the disruption in public services that
14 were brought on by the COVID-19 pandemic and its lingering effects, the Legislature delayed
15 implementation of PLO statewide until 2023.

16 Leading up to implementation, the Oregon Employment Department, the agency charged with
17 implementing Paid Leave Oregon, has adopted final administrative rules ("PLO Rules") to guide
18 in implementation of the law; The PLO Rules can be found at Chapter 471, Division 70 of the
19 Oregon Administrative Rules.

20
21 Western Oregon University ("WOU" or "University") and Western Oregon University Federation
22 of Teachers ("WOUFT" or "Union")("Party" individually or "Parties" collectively, Local 2278,
23 American Federation of Teachers (AFT), AFT-Oregon, AFLO-CIO are parties to a collective
24 bargaining agreement ("CBA" or "Agreement") currently in effect through June 30, 2024.

25 The University has contracted with The Standard to establish an equivalent plan to administer Paid
26 Leave Oregon for the benefit of university employees. On September 1, 2023, pursuant to Paid
27 Leave Oregon and the Paid Leave Oregon Rules, entities going with equivalent plans, such as The
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1 Standard, will begin both employer and employee contributions to fund Paid Leave Oregon
2 benefits.

3 The parties share a mutual interest to support the University's fiscal health as well as employee
4 well-being and desire to implement Paid Leave Oregon with these objectives in mind.

5 The parties hereby agree to the following regarding WOUFT and University responsibilities under
6 Paid Leave Oregon:

7 8 **AGREEMENT**

- 9 1. Beginning September 1, 2023, PLO contribution will be paid by both the University and
10 employees. The University will pay 40% and employees will pay 60% of the contribution
11 rate as provided by statute. If this rate is changed by the legislature, the parties will comply
12 with that change, with the Union retaining impact bargaining rights, if applicable.
- 13 2. As of September 3, 2023, employees will be able to apply for benefits under PLO.
- 14 3. Employees seeking to use PLO benefits must comply with the following notice
15 requirements:
 - 16 a. 30-day notice (foreseeable/non-emergency): If employee takes paid leave for a
17 planned reason (such as an upcoming surgery or adopting a baby), they must
18 provide the University with advance written notice of at least 30 days before taking
19 leave.
 - 20 b. 24-hour emergency notice (unforeseen emergency): In an emergency, employees
21 must tell the University within 24 hours and give the University written notice
22 within three days of starting leave. Emergency events include but are not limited
23 to: 1) An unexpected serious health condition of the employee or a family member
24 of the employee; 2) a premature birth, unexpected adoption, or unexpected foster
25 placement by or with the employee.
 - 26 c. Failure to comply with these notice requirements may result in a reduction to the
27 employee's benefit as required by statute.
- 28 4. Supplementing PLO Benefits: Employees who do not receive PLO benefits equal to 100%
of their average net weekly wage (or the employee's current regular rate of pay in effect
on the day prior to starting leave, if greater) may, use appropriately qualifying paid sick

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time, vacation leave or any other paid leave available to the bargaining unit member to make up the difference.


To the extent required by Paid Leave Oregon law, applicable provisions of the CBA and state laws regulating employee benefits, bargaining unit members accessing the Paid Leave Oregon program who use eligible accrued 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 leave (i.e., accrued sick) gross wages accrue all benefits to which they are eligible.


- 5. Faculty in need of protected leave (i.e., FMLA, OFLA, PFML, etc.) are encouraged to reach out to WOU's Human Resources Office for guidance.
- 6. The University will run PLO leave concurrent with the other protected leaves as required by State law.
- 7. At least annually, WOU will provide faculty with resources related to the Paid Leave Oregon program and how it interacts with other benefits offered to faculty.
- 8. This agreement represents the entire agreement between the Parties. The Parties agree they are not relying on any promises or representations other than what is stated in this MOU.

The Parties acknowledge their agreement with the terms of this MOU by signing below.

FOR THE UNIVERSITY:

FOR THE UNION:

 _____
 9/7/23
 Date

 _____
 9-12-23 Date