Coalition of Graduate Employees Proposal Memorandum of Understanding

between Oregon State University and Coalition of Graduate Employees

This Memorandum of Understanding ("MOU") is entered into by and between Oregon State University ("the Employer") and the Coalition of Graduate Employees ("CGE"), collectively referred to as "the parties."

WHEREAS, in 2019 the Oregon Legislative Assembly passed HB 2005, the Paid Family Medical Leave Act, which established a paid family and medical insurance program for employees in Oregon; and,

WHEREAS, the paid family and medical insurance program has subsequently been named Paid Leave Oregon; and,

WHEREAS, the Employer has chosen to contract with Standard Insurance Company to provide a fully insured Equivalent Plan rather than participate in the state program.

NOW THEREFORE, the parties agree as follows:

- 1. The parties agree to incorporate the terms of this MOU into the Collective Bargaining Agreement (CBA) during the next round of successor negotiations. Until such time as this MOU is incorporated into the CBA, it will supersede or modify the existing CBA where appropriate.
- 2. The Employer will comply with all applicable laws and regulations required by Paid Leave Oregon, including ensuring access of all bargaining unit members to the benefits of Paid Leave Oregon via the Equivalent Plan.
- **3.** The Employer will pay the full cost of the Equivalent Plan. The Employer will not deduct contributions from bargaining unit member's pay.
- 4. The Employer will maintain a bargaining unit member's full salary while they are applying for paid leave under the Equivalent Plan, so that there is continuity in pay. In the event that a bargaining unit member's regular weekly salary exceeds the maximum weekly benefit amount under the Equivalent Plan, the Employer will make up the difference so that the bargaining unit member receives their full regular pay.
- **5.** Bargaining unit members accessing paid leave via the Equivalent Plan will continue to accrue and have access to all benefits for which they are normally eligible as if they were actively performing their job duties.

6. The parties agree that bargaining unit members will not have deductions taken from their paycheck for the purposes of supporting the Paid Leave Oregon plan requirements, irrespective of whether the Employer has been approved for an Equivalent Plan or not, until negotiations have concluded between the parties.