June 7, 2023
OSU Counter
<span style="color:blue">CGE proposed language</span>
<span style="color:red">OSU proposed language</span>
<span style="color:green">CGE accepted changes from OSU</span>
<span style="color:purple">OSU accepted changes from CGE</span>
Previously accepted language

## 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.~~ <span style="color:red">This MOU automatically sunsets with the next full CBA successor contract between the two Parties.</span>

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. <span style="color:purple">Graduate Employees who have a reasonable expectation of continued employment and who experience or anticipate they will experience a qualifying event prior to the start of their employment period can apply for leave in advance of their appointment.</span>

4. <span style="color:red">The cost to provide benefits will not exceed that which is identified in the Paid Leave Oregon law, currently a one (1.0%) percent payroll deduction in which the employer contributes at least forty (40%) percent.</span> ~~The Employer will pay the full cost of the Equivalent Plan. The Employer will not deduct contributions from bargaining unit members' pay.~~

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**5.** ~~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.~~

**6.** ~~The Employer will maintain a bargaining unit member's employment status of their current appointment~~ and their academic standing for the duration of their leave. ~~The~~ course credit ~~requirements for maintaining employment (as mandated by Article 12 Sections 5 and 6 of the CBA) will be waived until the start of the next full term after they return from leave.~~

**7.** To the extent <span style="color:red">required</span> ~~allowed~~ by Paid Leave Oregon law, applicable provisions of the collective bargaining agreement and state laws regulating employee benefits, ~~B~~bargaining unit members accessing the paid leave ~~via the Equivalent~~ <span style="color:red">Plan who use eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount</span> ~~can exhaust eligible accrued leave hours and then use Paid Leave Oregon, and~~ will continue to <span style="color:red">have their non-Paid Leave Oregon leave gross wages</span> accrue ~~and have access to~~ all benefits for which they are normally eligible ~~as if they were actively performing their job duties~~.

**8.** ~~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.~~