

1 Memorandum of Understanding

2 between
3 Oregon State University
4 and
5 Coalition of Graduate Employees

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

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

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

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

16 ~~NOW THEREFORE~~, the parties agree as follows:

17 1. ~~The parties agree to incorporate the terms of this MOU into the Collective Bargaining~~
18 ~~Agreement (CBA) during the next round of successor negotiations. Until such time as~~
19 ~~this MOU is incorporated into the CBA, it will supersede or modify the existing CBA~~
20 ~~where appropriate. This MOU automatically sunsets with the next full CBA successor~~
21 ~~contract between the two Parties.~~

22 2. The Employer will comply with all applicable laws and regulations required by Paid
23 Leave Oregon, including ensuring access of all bargaining unit members to the benefits
24 of Paid Leave Oregon via the Equivalent Plan.

25 3. Graduate Employees who have a reasonable expectation of continued employment and
26 who experience or anticipate they will experience a qualifying event prior to the start
27 of their employment period can apply for leave in advance of their appointment.

28 4. ~~The cost to provide benefits will not exceed that which is identified in the Paid Leave~~
29 ~~Oregon law, currently a one (1.0%) percent payroll deduction in which the employer~~
30 ~~contributes at least forty (40%) percent. The Employer will pay the full cost of the~~
31 ~~Equivalent Plan. The Employer will not deduct contributions from bargaining unit~~
32 ~~members’ pay.~~

CGE proposed language

OSU proposed language

CGE accepted changes from OSU

OSU accepted changes from CGE

Previously accepted language

- 33 5. The Employer will maintain a bargaining unit member's full salary while they are
34 applying for paid leave under the Equivalent Plan, so that there is continuity in pay. **The**
35 **benefit payment a bargaining unit member receives will be no less than the salary of**
36 **their appointment at the time of taking leave.** In the event that a bargaining unit
37 member's regular weekly salary exceeds the maximum weekly benefit amount under
38 the Equivalent Plan, the Employer will make up the difference so that the bargaining
39 unit member receives their full regular pay.
- 40 6. The Employer will maintain a bargaining unit member's employment status of their
41 current appointment and their academic standing for the duration of their leave. The
42 course credit requirements for maintaining employment (as mandated by Article 12
43 Sections 5 and 6 of the CBA) will be waived until the start of the next full term after
44 they return from leave.
- 45 **7.** To the extent required ~~allowed~~ by Paid Leave Oregon law, applicable provisions of the
46 collective bargaining agreement and state laws regulating employee benefits,
47 ~~B~~bargaining unit members accessing the paid leave ~~via the Equivalent Plan~~ who use
48 eligible accrued leave hours to make up the difference between their Paid Leave
49 Oregon benefit amount and their regular salary amount ~~can exhaust eligible accrued~~
50 ~~leave hours and then use Paid Leave Oregon,~~ and will continue to have their non-Paid
51 Leave Oregon leave gross wages accrue ~~and have access to~~ all benefits for which they
52 are normally eligible as if they were actively performing their job duties.
- 53 ~~8.~~ The parties agree that bargaining unit members will not have deductions taken from their
54 paycheck for the purposes of supporting the Paid Leave Oregon plan requirements,
55 irrespective of whether the Employer has been approved for an Equivalent Plan or not,
56 until negotiations have concluded between the parties.