

**Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
June 5, 2023**

Subject Implementation of Paid Leave Oregon

Recital

Following successor negotiations between PSU-AAUP and Portland State University in 2021 the Parties agreed, in Article 44, to meet and negotiate over the implementation of HB 2005, the 2019 Oregon Paid Family and Medical Leave Act.


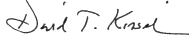
Agreement

The Paid Leave Oregon (PLO) program administered by the Standard Insurance Company will apply to all members of the AAUP bargaining unit as identified in Article 1 (Recognition) of the PSU-AAUP/PSU Collective Bargaining Agreement, subject to the following:

1. The University engaged a Third-Party Administrator (“TPA”) to administer benefits required under the Paid Leave Oregon law. The paid leave benefits provided by that plan will be equal to or greater than those provided by the state-administered plan. The cost to provide the benefits will not exceed that which is identified in the Paid Leave Oregon law, currently at one (1.0%) percent payroll deduction. For the remainder of the current Collective Bargaining Agreement between PSU and PSU-AAUP (May 5, 2021 through November 30, 2024), the University will contribute forty (40%) percent and the employee will contribute sixty percent (60%). Employee contributions will not begin before September 1, 2023. Eligible employees may begin accessing benefits on the same date the state-administered plan begins, which is currently projected to be September 3, 2023.
2. The TPA will make eligibility and benefit determinations in accordance with State law and the TPA plan documents. Bargaining unit members who receive Paid Leave Oregon benefits from the University’s TPA, but who do not receive 100% of their average weekly wages as defined by State law and TPA plan documents (“average weekly wages”), may, if the employee chooses, use appropriately qualifying accrued paid leave hours (e.g. paid sick time or any other applicable paid leave available to the bargaining unit members) to make up the difference between their Paid Leave Oregon benefit amount and their average weekly wages as determined by State law and the TPA plan documents.
 - a. Bargaining unit members will retain eligibility to access the Donated Sick Leave Bank while they receive Paid Leave Oregon benefits from the University’s TPA. Based on the recommendation of the bilateral DSLB committee, the Donated Sick Leave Bank draw will be increased to a maximum of 60 working days from the DSLB to allow a member the opportunity to receive not more than 100% of their average weekly wages for the duration of a PLO/FMLA/OFLA qualifying event.
 - b. Any bargaining unit member who exhausts their sick leave accruals and their DSLB allotment (including additional requested Donated Sick Leave Bank leave) may borrow unearned sick leave in accordance with the University Sick Leave Policy.

3. 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 appropriately qualifying accrued paid leave hours to make up the difference between their Paid Leave Oregon benefit amount and their average weekly wages amount will continue to have their non-Paid Leave Oregon leave gross wages accrue all benefits to which they are eligible (e.g. accrued sick).
4. At least annually, and prior to the implementation of the Paid Leave Oregon program, the employer will provide employees with resources related to the Paid Leave Oregon program and how it interacts with other benefits offered to employees.
5. Employees in need of protected leave (i.e., FMLA, OFLA, PLO, etc.) are encouraged to reach out to their University Human Resources and/or Benefits Office for guidance.

This agreement will be effective upon signature by the parties and ratification of the PSU-AAUP Membership.

<u>For the University</u>	<u>For the Association</u>
 <small>Shelly Chabon (Jun 5, 2023 18:01 PDT)</small>	
<hr style="width: 80%; margin: 0 auto;"/> Shelly Chabon, Vice Provost for Academic Personnel	<hr style="width: 80%; margin: 0 auto;"/> David Kinsella, Vice President Collective Bargaining
06/05/2023 <hr style="width: 80%; margin: 0 auto;"/> Date	06/05/2023 <hr style="width: 80%; margin: 0 auto;"/> Date









2023June5_MOA_PLO

Final Audit Report

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