

Paid Leave Oregon

Letter of Agreement

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union). Jointly referred to hereinafter as the “Parties.”

The purpose of this Letter of Agreement is to resolve impacts from passage of Senate Bill 1515 during the 2024 Legislative Short Session. It is understood by the Parties that many of these impacts may be resolved by additional Legislative action in 2025.

Should Paid Leave Oregon reduce or change benefits during the term of this Agreement, or the Parties discover an issue(s) unresolved through this Agreement the parties shall agree to meet, at the request of either Party, for the express purpose of renegotiating terms of this Agreement.

Paid Leave Oregon Determination, Education and Notification of Paid Leave Oregon

The State agrees to send notification to all employees of their rights under Paid Leave Oregon at least once per year and upon hire.

Employees who have applied for Paid Leave Oregon shall be allowed to utilize any leave of their choice, including LWOP, while waiting for the determination of benefits by the Oregon Employment Department. Eligible employees are entitled to job protection during the application period. If Paid Leave Oregon is denied, an employee shall not suffer any adverse action for use of leave or leave without pay, including during the appeal process, as long as the employee acted in good faith with a reasonable belief they were eligible for leave.

Seniority and Leave Accruals

The receipt of Paid Leave Oregon does not affect an employee’s seniority, eligibility for salary increases or the employee’s recognized service date. The agency treats the approval of Paid Leave Oregon as if the employee is not on leave, up to the point where the employee’s Paid Leave Oregon benefits exhaust. Unpaid leave may affect an employee’s PERS retirement benefits.

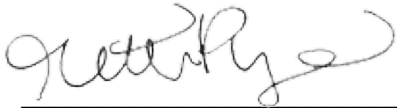
Hardship Leave

Employees retain all rights related to seeking hardship leave pursuant to Article 56 Section 8 of the Parties’ Collective Bargaining Agreement including the right to request hardship leave while on Paid Leave Oregon as long as all other qualifications are met. Employees must determine the amount of donated leave that they would like to receive at the beginning of Paid Leave Oregon. They may modify their request if the amount of time they will be on Paid Leave Oregon extends beyond the initial assessment.

Duration

This Letter of Agreement shall supersede any conflicting provisions in the Collective Bargaining Agreement for the duration of the Letter of Agreement. This Letter of Agreement is effective upon final signature below and expires on June 30, 2025, unless mutually agreed otherwise.

FOR THE EMPLOYER:

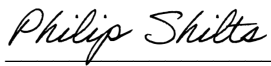


Nettie Pye
State Labor Relations Unit Administrator
DAS CHRO, LRU

11/05/2024

Date

FOR THE UNION:



Philip Shilts
Public Services Director
SEIU Local 503, OPEU

11/20/24

Date