

**Memorandum of Agreement Between
Eugene School District 4J
And
Oregon School Employees Association**

This Memorandum of Agreement (MOA) is between the Eugene School District 4J (District) and the Oregon School Employees Association, Chapter One (Association or OSEA) for the purpose of establishing the terms of implementation of the Paid Family Medical Leave Act, hereinafter referred to as the Paid Family Medical Leave Insurance program or Paid Leave Oregon (PFMLI).

Recitals:

In 2019, the Oregon State Legislature approved a paid family and medical leave insurance program. Under the law, employees in Oregon are eligible to take paid time off for eligible family leave, medical leave, and safe leave purposes and receive PFMLI benefits as described under Oregon law.

Agreement:

The Paid Family Medical Leave Insurance (PFMLI) program will apply to all members of the OSEA bargaining unit as identified in Article 1 (Recognition) of the Collective Bargaining Agreement, subject to the following:

1. The District engaged a Third-Party Administrator ("TPA") to administer benefits. The paid leave benefits provided by that plan will be equal to or greater than those provided by the state-administered plan. The employee and District will make contributions in the amounts and ratios identified in Oregon law.
2. The TPA will make eligibility and benefit amount determinations in accordance with Oregon law and the TPA plan documents.
3. The District agrees to reimburse all employees for any employee contributions made to State-administered PFMLI Plan between January 1, 2023 and July 1, 2023
4. Bargaining unit members who receive PFMLI benefits from the District's TPA, but who do not receive 100% of their average weekly wages as defined by Oregon law and TPA plan documents, may use appropriate and qualifying accrued paid leave hours (e.g. paid sick time or any other eligible paid leave) pursuant to District policy to account for any difference between their PFMLI benefit amount and their average weekly wages as determined by Oregon law and the TPA plan documents. The District will continue to issue payroll checks monthly.
5. For bargaining unit members who use accrued leave for an absence and who later receive a PLO benefit, the District will restore the sick leave balance used from the date of PLO application or qualifying event (whichever is first) up to the difference between the PLO benefit granted and the employee's average weekly wage.
6. The District will continue to comply with Oregon law, any applicable provisions of the CBA, and any other applicable State or Federal laws regulating employee benefits.
7. Employees who wish to take protected leave (i.e., FMLA, OFLA, PFMLI, etc.) must follow applicable District policies.

8. Upon returning to work after taking PFMLI leave an eligible employee shall be restored to the position of employment held by the employee when the leave commenced if that position still exists, without regard to whether the District filled the position with a replacement during the period of family leave. If the position held by the employee at the time family leave commenced no longer exists, the employee is entitled to be restored to any available equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
9. Any dispute under this agreement must be resolved through the grievance procedure in the parties' Collective Bargaining Agreement.
10. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Agreement shall remain in full force and effect.
11. The terms of this MOA are retroactive to September 24, 2023.

For the Association:



Lisa Jenkins-Easton
OSEA Chapter 1 President

Date: 6.7.2024



Sarah Pishioneri
OSEA Field Representative

Date: 06.07.2024

For the District:



~~Maya Rabasa~~ Jenny Jonak
Chair, Board of Directors

Date: 07/03/2024



Colt Gill
Interim Superintendent (or designee)

Date: 7-3-24