

**Revised 1-3-2025**

## **LETTER OF AGREEMENT**

This is a Letter of Agreement (LOA) between the City of Albany ("City") and AFSCME Transit Unit Local 2909-1 ("Union") regarding Paid Leave Oregon.

### **RECITALS**

1. In 2019, the Oregon Legislature passed the Paid Family Medical Leave Act which established a paid family and medical leave insurance (PFMLI) program for Oregon employees. The PFMLI program, or "Paid Leave Oregon," allows individuals to take paid time off for moments that impact employee's families and employee's health and safety;
2. Due to the disruption in public services that was brought on by the COVID-19 pandemic and its lingering effects, the Legislature delayed implementation of PLO statewide until 2023;
3. Leading up to implementation, the Oregon Employment Department, the agency charged with implementing PLO, has adopted final administrative rules ("PLO Rules") to guide in implementation of the law;
4. The PLO Rules can be found at Chapter 471, Division 70 of the Oregon Administrative Rules;
5. The City and Union are parties to a collective bargaining agreement (CBA) currently in effect;
6. The City has contracted with The Standard to establish an equivalent plan to administer PLO for the benefit of City employees;
7. The parties share a mutual interest to support the City's fiscal health as well as employee well-being and desire to implement PLO with these objectives in mind.

The parties hereby agree to the following regarding employee and the City responsibilities under PLO:

### **AGREEMENT**

1. As of September 3, 2023, employees will be able to apply for benefits under PLO unless implementation is deferred by the State of Oregon.
2. Employees seeking to use PLO benefits must comply with the following notice requirements:

- a. 30-day notice (foreseeable/non-emergency): If employees take paid leave for a planned reason (such as an upcoming surgery or adopting a baby), they must provide the City with advance written notice of at least 30 days before taking leave.
  - b. 24-hour emergency notice (unforeseen emergency): In an emergency, employees must tell the City within 24 hours and give the City written notice within three days of starting leave. Emergency events include but are not limited to: 1) An unexpected serious health condition of the employee or a family member of the employee; or 2) a premature birth, unexpected adoption, or unexpected foster placement by or with the employee.
  - c. Failure to comply with these notice requirements may result in a reduction to the employee's benefit.
3. Supplementing PLO Benefits: Employees may supplement their PLO benefits with accrued leave, if desired, and in accordance with PLO rules. Employees who choose to supplement with accrued leave must use leave in the manner described in section 5 and in the following order: 1) sick leave; 2) vacation leave, floating holiday, or compensatory time; and 3) sick leave donations.
4. The following understandings and modifications are specifically agreed to with respect to the parties' CBA:
- a. Article 9 (Vacation): For purposes of 9.4, it is agreed that employees who are receiving PLO benefits are considered in "paid status" for purposes of vacation accrual regardless of whether the employee uses accrued leave to supplement their PLO benefit.
  - b. Article 10 (Holidays):
    - 1) It is agreed that employees who are receiving PLO benefits are considered in "paid status" for purposes of holiday pay regardless of whether the employee uses accrued leave to supplement their PLO benefit.
  - c. Article 11 (Sick Leave):
    - 1) It is agreed that employees who are receiving PLO benefits will continue to accrue sick leave, regardless of whether the employee uses accrued leave to supplement their PLO benefit.
    - 2) With regard to 11.8, employees receiving PLO benefits are considered to maintain their "employee status" for purposes of continuity of City health insurance contributions (as described in Article 17), regardless of whether the employee uses accrued leave to supplement their PLO benefit. An employee's

health insurance will continue for the duration of the time that the employee is receiving PLO benefits.

An employee must continue to pay their portion of health insurance premium costs while on PLO. For employees who are using City leave accruals to supplement their PLO benefits, the employee portion of health insurance premiums shall be paid through payroll deduction. If an employee's pay is insufficient to cover the full cost of the employee portion of health insurance premiums while on leave, or the employee chooses not to supplement their PLO benefits with accrued paid leave, the employee will be responsible to pay the contribution owed directly to the City each month. Should an employee fall into arrears while on leave, the City reserves all legal rights to recoup the amounts owed.

- 3) With regard to 11.9, employees will be permitted to donate sick leave to employees who need additional leave to supplement their PLO benefits. However, it is acknowledged that the City will only allow such donations up to the amount necessary to permit the employee to receive their current regular net rate of pay.
  - 4) With regard to 11.10, the parties agree this provision is modified to provide that "the City shall provide up to six (6) months of ongoing or intermittent leave status, which includes health benefits while the employee is in paid status, to employees who are unable to return to work because of an illness or injury not covered by workers' compensation. Any available leaves under OFLA, FMLA, or other applicable law including Paid Leave Oregon (PLO) shall run concurrently with this six-(6) month leave. The six-month period shall begin with the effective date of the employee's FMLA ~~(or, OFLA, or PLO-qualifying)~~ event." It is agreed that in successor negotiations, this provision will be updated to reflect this. It is further agreed that should an employee at the conclusion of their PLO leave still require additional leave that they will be subject to all requirements of this section for the duration of the remainder of their leave.
- d. Article 12 (Family Medical Leave): It is agreed that upon execution of this Letter of Agreement, both parties have satisfied their obligations under 12.2.
- 1) It is agreed that as of September 3, 2023, the benefit year for purposes of FMLA and OFLA shall be measured in the same manner as described in PLO (See OAR 471-070-1000). All employees covered under this Agreement shall have their FMLA/OFLA benefit year "reset" as of this date.
  - 2) If employees are also eligible for FMLA/OFLA for the same purpose, PLO benefits will run concurrent with any approved FMLA/OFLA leave consistent with those laws.

- e. Article 18 (Wages): For purposes of 18.10, the City will continue to contribute to an employee's deferred compensation account at one-half of one percent (0.5%) of the employee's base wage per pay period, regardless of PLO use or status.
  - f. Article 23 (Overtime): For purposes of 23.2, PLO benefits that an employee receives intermittently shall count toward "hours worked" for purposes of overtime eligibility.
  - g. Article 25 (Seniority): For purposes of 25.4, it is agreed that employees who are receiving PLO benefits are considered on "authorized paid leave" for purposes of seniority accrual regardless of whether the employee uses accrued leave to supplement their PLO benefit.
5. The City will follow all PLO rules and related guidance from PERS and the Unemployment Division, subject to impact bargaining under PECBA and ORS 243.698.
  6. Disputes under this LOA are subject to the grievance process as outlined within the CBA.
  7. This LOA follows the Terms of Agreement of the existing CBA, subject to the status quo doctrine under Article 8, Section 2 of the CBA.
  8. This agreement is valid upon execution by both parties.

**FOR THE CITY:**

Holly Roten                      1-10-2025  
 Holly Roten                      Date  
 Human Resources Director

**FOR THE UNION:**

Brandon Curry                      1/8/25  
 Brandon Curry                      Date  
 Local President

Monica Bielski-Boris                      1/8/25  
 Monica Bielski-Boris                      Date  
 Council Representative