

Memorandum of Agreement

between the
City of Albany

and the

Albany Police Association

Paid Leave Oregon

This is a Memorandum of Agreement (MOA) between the City of Albany (“City”) and the Albany Police Association (“Association”) 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,” (PLO) 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 Paid Leave Oregon, 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 Association 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 Paid Leave Oregon for the benefit of City employees;
7. On September 1, 2023, pursuant to PLO and the PLO Rules, entities going with equivalent plans, such as The Standard, will begin both employer and employee contributions to fund PLO benefits;
8. The parties share a mutual interest to support the City's fiscal health as well as employee well-being and desire to implement Paid Leave Oregon with these objectives in mind.

The parties hereby agree to the following regarding employee and the City responsibilities under Paid Leave Oregon:

AGREEMENT

1. Beginning September 1, 2023, PLO contribution will be paid by both the City and employees. The City will pay 40% and employees will pay 60% of the contribution rate as provided by statute. If this rate is changed by the legislature, the parties will comply with that change, with the Association retaining impact bargaining rights, if applicable.
2. As of September 3, 2023, employees will be able to apply for benefits under PLO.
3. 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.
4. Supplementing PLO Benefits: Employees who do not receive PLO benefits equal to 100% of their average net weekly wage (or the employee's current regular rate of pay in effect on the day prior to starting leave, if greater) may supplement their benefits with accrued leave. An employee's current regular rate of pay is defined as 100% of an employee's total net base pay inclusive of applicable differential pays (education, certification, bilingual, specialty assignment, and longevity) but exclusive of overtime, acting-in-capacity, or other premiums attributable solely to hours worked.

Employees who choose to supplement with accrued leave are limited to the difference between their PLO benefits and their current regular net pay in effect at the time of taking leave.

Accrued leave must be used in the manner described in section 5 and in the following order: 1) sick leave; 2) compensatory time, vacation, holiday, or personal leave at the employee's election; and 3) sick leave donations. Employees, and not the City, are responsible to ensure that their combined PLO benefits and pay using accrued paid leave does not exceed 100% of their average weekly wage.

5. The following understandings and modifications are specifically agreed to with respect to the parties' CBA:
- a. Article 19 (Medical, Vision, and Dental Insurance): Employees receiving PLO benefits are considered to maintain their active employee status for purposes of continuity of City health insurance contributions, 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.
 - b. Article 20 (Deferred Compensation): The City will continue to contribute to an employee's deferred compensation account at two percent (2%) of the employee's base wage per pay period, regardless of PLO use or status.
 - c. Article 31 (Seniority/Vacation/Holidays/Personal/Compensable Leave): It is agreed that employees who are receiving PLO benefits are considered in paid status for purposes of accruing their applicable seniority, vacation, holiday, and personal leave, regardless of whether the employee uses accrued paid leave to supplement their PLO benefit.
 - d. Article 32 (Sick Leave & Workers' Compensation):
 - 1) It is agreed that employees who are receiving PLO benefits are considered in paid status for purposes of accruing their applicable sick leave, regardless of whether the employee uses accrued leave to supplement their Paid Leave Oregon benefit.
 - 2) With regard to 32.F, 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 pay (as defined in Section 4 of this Agreement).
 - 3) With regard to 32.G, 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 FMLA, OFLA, 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- ~~OFLA-, or PLO-~~type event. The employee must use available accrued sick leave, compensatory time, vacation, personal leave, and floating holidays during this period. At the conclusion of this period, if the employee has not been released to return to work by their treating physician, and is not currently eligible for family medical leave, they will be placed on layoff status and given the opportunity to continue health benefits under COBRA."

It is agreed that in successor negotiations, this provision will be updated to reflect this.

- e. Article 34 (Family and Medical Leave): The parties agree that this Article is modified as follows:


"ARTICLE 34 – FAMILY, ~~AND-MEDICAL,~~ AND SAFE LEAVE

A. The City shall comply with the requirements of state and federal regulations with regard to family, ~~and-medical,~~ and safe leave."

- 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 Paid Leave Oregon (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, Paid Leave Oregon benefits will run concurrent with any approved FMLA/OFLA leave consistent with those laws.
6. Within thirty (30) days of execution of this Agreement, the City will prepare a policy regarding PLO and modify any existing policies to be consistent with this MOA, PLO, and the PLO Rules. Once prepared, the City will share copies with the Association for review, comment, and any PECBA obligations prior to final adoption.
 7. The City will follow all PLO rules and related guidance from PERS and the Unemployment Division, subject to impact bargaining under the PECBA and ORS 243.698.
 8. Disputes under this MOU are subject to the grievance process as outlined within the CBA.
 9. This MOU follows the Term of Agreement of the existing CBA, subject to status quo doctrine under Article 41.A of the CBA.


10. This agreement is valid upon execution and does not require ratification.

FOR THE CITY:

 5/8/2023

Holly Roten Date
Human Resources Director

FOR THE ASSOCIATION:

 5/8/2023

Kyle Libra Date
Association President