

**Oregon Family Leave Act (OFLA) & Paid Leave Oregon (PLO)
Letter of Agreement**

I. PARTIES

The parties to this agreement are Marion County (hereinafter, "the County") and SEIU Local 503, OPEU/MCEA Local 294 (hereafter, "the Union").

II. PURPOSE OF THE AGREEMENT

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.

III. AGREEMENT

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

Partial Day Absences

Employees who have been approved for PLO, but whose related partial day absences are not covered by Family and Medical Leave Act (FMLA) may request sick leave without pay (SLWOP) under the provisions of the Marion County Personnel Rules, Article 7, Section 3(F)(10) and MCEA Collective Bargaining Agreement, Article 8, Section 7, if accruals have been exhausted.

PLO Determination, Education and Notification of PLO

The County will provide the PLO Model Notice to all employees upon hire and once per year. Employees who reach out to HR to inquire about protected leave, will be provided with information about their rights under PLO and instructions on how to apply for the program if they would like to do so.

Employees who have filed for PLO are required to use accruals, as outlined in Marion County Administrative Policy 305, while waiting for determination. Upon approval of a PLO claim, an employee has the choice to buy back the accruals they used while in the waiting period. If an employee is denied by PLO, good faith is assumed. However, each case is reviewed individually.

Use of Leave During PLO

An employee with an approved PLO claim may augment their PLO benefit with their accruals up to their regular gross wage.

Employment Benefits


Employees on leave under PLO are not automatically entitled to accrue employment benefits including, but not limited to: accrual of seniority, production bonuses, or other non-healthcare related benefits, that would have accrued if the employee was working, during a period of leave.

IV. CONCLUSION

This Letter of Agreement shall be effective July 1, 2024, and shall expire June 30, 2025. The chief administrative officer, spokespersons, human resources, and the designated representatives of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Any dispute over the implementation or application of this Letter of Agreement will be resolved by the provisions of the parties' labor agreement by the grievance and arbitration provisions.

FOR THE UNION



Kristina Ballow
President, MCEA/Local 294

8/20/2024

Date

H. T. Blankenheim

Heather Blankenheim
Bargaining Strategist, SEIU Local 503, OPEU

8/20/2024

Date

Philip Shilts

Philip Shilts
Public Services Director, SEIU Local 503, OPEU

9/3/24

Date

FOR THE COUNTY



Jan Fritz
Chief Administrative Officer

9/3/2024

Date



Salvador Llerenas
Chief Human Resources Officer

9/3/2024

Date