

CPPW makes the following proposal on Leaves of Absence on April 4, 2024. CPPW reserves the right to modify or adjust as negotiations continue so long as no TA has been reached.

NOTE: Most of this language is a hybrid between City of Portland and PROTEC and DCTU contracts. We have tried to identify where the language is completely new.

ARTICLE ___ LEAVES OF ABSENCE

Section 1, General Provisions.

(a) Leave Without Pay.

(b) With reasonable advance notice and with the consent of the City, employees shall be permitted a day off without pay; provided, however, that no day off or leave shall be granted for other outside employment. It is further provided that employees may be granted long term leaves of absence for any reason including but not limited to education, personal sickness, or an injury that is non job-related.

- After a personal leave of absence of longer than six (6) months for any reason, an employee desiring to return to work must give the City ten (10) days' written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, the employee shall be placed on the appropriate recall list in accordance with their seniority.

Section 2, Jury Duty.

(a) The City shall encourage its employees to serve when called for jury duty and shall pay the difference in the employee's salary and monies received from such jury duty to the employee, except the mileage allowance. If an employee is subpoenaed to appear in a State or Federal court as a witness, the employee shall receive the difference in the employee's salary and monies received as witness fees, except the mileage allowance, subject to the provisions of the City's Human Resources Administrative Rules on Jury Duty Leave.

(b) If an employee is not on a Monday through Friday dayshift schedule, and they are required to serve as a juror, they may, by mutual agreement, be rescheduled to a Monday through Friday day shift for the duration of their jury duty. The overtime provisions of this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

Section 3, Military Leave.

(a) Any employee who is a member of the National Guard or the military or reserve forces of the United States and who is ordered by the appropriate authorities to active duty, extended tour, to attend a prescribed training program or to perform other duties under the supervision of the United States or this State, shall be granted a leave of absence with pay up to thirty (30) calendar days per year in any federal fiscal year; provided, however, that the employee must have been an employee of the City for at least ninety (90) days prior to the request for leave as provided in the City's Human Resources Administrative Rules on Military Leave and ORS 408.290.

(b) Leaves of absence without pay for a period in excess of thirty (30) calendar days shall be granted during the period of such activities.

(c) Any employee who enters into active service in the armed forces of the United States while in the service of the City shall be granted a leave of absence for the period of military service.

(d) In the event an employee's paid military leave is exhausted, the City shall continue employer contribution for medical, dental, and vision coverage, with no changes for employees ordered to military service for the first 60 days of unpaid military leave. If the employee is ordered to federal military service which is eligible to receive coverage, the employee will notify the City and City paid coverage for the employee will terminate on the 32nd day of unpaid leave or the effective date of the military paid coverage, whichever is later. Employee premiums for covered months will be deducted from the final paycheck prior to military leave. If the City is unable to deduct prior to leave, payroll deductions for missed premiums will occur on the first available paycheck upon an employee's return from military leave.

Section 4, Search and Rescue Operations and Disaster Relief.

- (a) Per Human Resources Administrative Rule 6.11, employees covered under this agreement may be eligible to participate in a search or rescue operation at the request of any law enforcement agency, the state Office of Emergency Management or the United States Forest Service. Employees are subject to the rules and eligibility requirements of the HRAR. Should the provisions of HRAR 6.11 change, the City and the Union will meet to negotiate over the impact of the change(s).
- (b) For employees conducting search and rescue, the interpretation for "up to five (5) days" covers all hours used in search and rescue accounting up to five days' worth of time each calendar year. (An employee regularly scheduled to work an 8- hour shift shall be paid 8 hours of pay per day for up to 5 days, for a total of 40 hours; whereas an employee regularly scheduled to work a 10 hour shift per day for up to 4 days, shall be paid 10 hours of pay per day for up to 5 days, for a total of 50 hours.)
- (c) For employees participating in Disaster Relief, the interpretation for "up to fifteen (15) workdays" covers all hours used in search and rescue accounting for up to 15 days' worth of time each calendar year. (An employee regularly scheduled to work an 8- hour shift shall be paid 8 hours of pay per day for up to 15 days, for a total of 120 hours; whereas an employee regularly scheduled to work a 10 hour shift per day for up to 4 days, shall be paid 10 hours of pay per day for up to 5 days, for a total of 150 hours.)

Section 5, Parental Leave.

- (a) Leave will be granted for parental leave to bond and care for a newborn child or a newly adopted child, or may also be taken for a new foster care placement of a child. City Paid Parental Leave must be used within twelve months following the birth, adoption, or foster care placement of a child, and can only be used for leave post-birth, adoption, or foster care placement. Sick leave and vacation credits may be used to cover all or part of the absence. Nothing in this section supersedes an employee's right to FMLA or OFLA benefits or pursuant to the Oregon Paid Family Leave law.

Section 6, Gender Affirming Care Leave.

- (a) Leave will be granted for gender affirming care. The time for commencing and terminating such leave will be a medical determination certified by the attending practitioner. Sick leave and vacation credits may be used to cover all or part of the absence. Leave without pay for a gender affirming care-related disability will be granted upon request. Nothing in this section supersedes an employee's right to FMLA or OFLA benefits or pursuant to the Oregon Paid Family Leave law or disability laws.

Section 7, Education.

- (a) Special consideration will be given to requests for leave of absence from employees with one (1) years' service or more for educational purposes directly related to the applicant's career goals for continued employment with the City.

Section 8, Funeral and Bereavement Leave.

- (a) Employees may be granted up to four (4) days of leave with pay for the death of (1) a relative or (2) any individual related by close affinity (#1 and #2 are collectively referred to as a "qualifying decedent"); or (3) due to pregnancy loss including miscarriage, stillbirth, or other loss.

- (i) A "relative" includes a spouse, domestic partner, parent, grandparent, grandparent-in-law, child, stepchild, child-in-law, grandchild, sibling, stepsibling, stepparent, step-grandparent, sibling-in-law, parent-in-law, and equivalent relative of an employee with a domestic partner.
 - (ii) "An individual related by close affinity" includes relationships such as unmarried partners, household members, "chosen family," and any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship.

A qualifying pregnancy is defined as the pregnancy of the employee or employee's spouse or partner; or any pregnancy, including through surrogacy or adoption, where the employee or employee's spouse or partner would have been parent or primary caregiver.

- (b) An additional maximum of two (2) days' leave with pay shall be allowed an employee for necessary funeral travel.

- (c) Under exceptional circumstances, leave for death may be granted by the Commissioner-in-Charge (or their designee) upon the death of a person other than the employee's family members listed above.

Section 9, Immigration, Citizenship, and Tribal Leave.

- (a) An employee may use up to forty (40) hours of paid leave per fiscal year to address immigration or citizenship matters for themselves or members of their family or an "individual related by close affinity" including relationships such as unmarried partners, household members, "chosen family," and any person with whom the employee has significant personal bond that is like a familial relationship, regardless of biological or legal relationship. This includes, but is not limited to:
 - (i) attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, coordination with tribal governments/Bureau of Indian Affairs, or other record keeping institutions (such as

churches, local governments, schools, and the like), or other events bearing on the subject individual's legal resident, immigration, enrollment, or citizenship status.

- (ii) An employee who has used forty (40) hours of paid leave covered under this Section and has exhausted all other vacation, compensatory time, personal holiday, and deferred holiday hours leave, but who needs additional leave for the purposes described above to address matters listed herein, shall be granted an unpaid leave of absence under Article 15.1.
- (iii) The City may require written documentation corroborating the dates of such requested leave.

Section 10, City Paid Dependent Leave.

- (a) City Paid Dependent Leave is necessary for employees to tend to their dependents (of any age) who have non-healthcare related needs resulting from gaps within our social infrastructure which include but are not limited to: care center closures, school closures, school strikes, and/or healthcare worker strikes.
- (b) Employees may be granted up to ten (10) days of City Paid Dependent Leave to care for their qualifying dependent needs.
- (c) The City may require written documentation corroborating the need for leave on the dates requested to provide dependent care herein.

Section 11, City Paid Weather and Safety Leave.

- (a) Growing climate change concerns in our region coupled with increasing gaps in infrastructure present a need for employees to have access to paid weather and safety leave. Such leave is necessary for events related to the unavailability of staff to work resulting from natural disasters, such as: floods, wildfires, earthquakes, landslides, snow/ice storms, or during building specific emergencies such as tree damage, broken water pipes, mandatory evacuation, fire damage, or power outage.
- (b) Employees may be granted up to ten (10) days of City Paid Weather and Safety leave as needed to respond to any such event and maintain their safety.
- (c) The City may require written documentation corroborating the need for leave on the dates requested by the employee, unless such leave coincides with the mandatory closure of City offices. When leave requested does not coincide with a City closure, then the use of this weather and safety leave must be aligned with the nature of the emergency for which such leave was requested.

Section 12, Return from Leave Rights.

- (a) Return from leave rights under this provision shall correspond to the period of leave granted.
- (b) Leaves of absence of six (6) months or less: Employees shall be returned to the same or

comparable position held at the time of commencement of leave, provided that at the time of the return they have greater seniority than other qualified employees. An employee desiring to return to work before the employee leave is scheduled to end must give the City ten (10) days' written notice of the intent to return.

(c) Leaves of absence of more than six (6) months: An employee desiring to return to work must give the City ten (10) days' written notice of the intent to return. If a vacancy does not exist at the time such employee decides to return from a leave, the employee's name shall be placed on the appropriate laid off list in accordance with seniority and qualifications. An individual and the City may agree in writing that an employee will be assured reemployment to the same or comparable position upon return subject to the seniority provisions of this article.

(d) The current City policy regarding notification of employees pending lay off, in effect at the date of the contract, shall continue to be followed. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure. **(SEE ARTICLE [REDACTED], FOR SENIORITY.)**

Section 13, Blood, Stem Cell, and Bone Marrow Donation Leave.

(c) Subject to the mutual agreement between the City and the employee, a reasonable period will be allowed for the donation of blood and participation in the registry for stem cell and bone marrow transplant on a voluntary basis. If the donation period occurs on City time, it shall not normally exceed two (2) hours.