

**Proposed by the City as part of their economic package on 8/9/2024.  
Incorporated Proposal by the City for Individual Rights and Compliance with  
External laws proposed on 6/27/2024.  
Counter Proposal for CPPW to be presented on 10/30/2024 in conjunction with  
Vacations and Sick Leave counter proposals.**

## **OTHER LEAVES OF ABSENCE**

This article is organized into three parts (Parts A-C) to inform CPPW members of the various leave options available to them under existing laws, administrative rules and otherwise.

### **Part A – Paid Leaves Specified in the City’s HRARs**

The City’s Human Resources Administrative Rules create certain individual rights for employees of the City, including but not limited to the right to take a leave of absence for various reasons. The City is committed to complying with its obligations to individual employees under their established HRARs. Should the City consider making changes to any HRARs referenced in this Article, the City and the Union must meet to negotiate over the impact of the change(s) being considered.

#### **Section 1, 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. Any overtime or shift differential provisions that may be applicable in this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

#### **Section 2, City Paid Blood, Stem Cell, and Bone Marrow Donation Leave.**

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.

### **Section 3, Parental Leave.**

Employees may take family and medical leave as provided under state and federal law and the City's Human Resources Administrative Rules (HRARs). Pursuant to the HRARs, such 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 4, Funeral Leave**

Employees may take bereavement and funeral leave as provided under state law and the City's Human Resources Administrative Rules (HRAR 6.08).

- (a) Employees may be granted up to three (3) 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.
  - (iii) 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 5, 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 6, Military Leave.**

Military leave will be provided to employees in accordance with City's Human Resources Administrative Rules on Military Leave and ORS 408.290 or other applicable law.

## **Part B – Other Paid Leaves**

This Collective Bargaining Agreement sets the terms and conditions of employment for employees in the bargaining unit and creates rights that are in addition to the individual statutory rights of City employees under state and federal law, or under the City's HRARs.

### **Section 1, 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 eighty (80) hours of City paid 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 2, 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 40 hours of City paid leave as needed to respond to any such event described herein which is necessary 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.
- (d) Employees who choose not to utilize paid weather and safety leave during a City closure, and instead are able to safely continue work remotely from a different location, may be eligible to receive a deferred holiday as further delineated in this agreement, provided that those employees have completed any requisite emergency management training required by their bureau.

### **Section 3, City Paid Immigration, Tribal and Citizenship Leave.**

An employee may use up to forty (40) hours of City paid leave per fiscal year to address immigration or citizenship matters for themselves or members of their family in their immediate household. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, attending to matters directly related to tribal membership or enrollment, or other events bearing on the subject individual's legal resident, immigration, or citizenship status. Employees must provide reasonable notice prior to any leave taken under this Section. The City may require written documentation corroborating the dates of the requested Immigration and Citizenship leave.

### **Section 4, Management Leave**

- (a) Management Leave as defined in HRAR is not available to CPPW represented members.
- (b) Management Leave accrued prior to the implementation of this contract will be available for use after implementation of the contract.
- (c) Accrued Management Leave will expire at the end of the calendar that it was received.

## **Part C – Unpaid Leave Options**

### **Section 1. Unpaid Leaves in Compliance with External Law.**

State and federal law create certain individual rights for employees of the City, including but not limited to the right to take a leave of absence for various reasons. The City is committed to complying with its obligations to individual employees under federal and state law. The Union may raise concerns about the City's compliance with its obligations under state and federal law, but those obligations are not incorporated into this Collective Bargaining agreement and are not subject to the grievance procedure.

### **Section 2, Leave without Pay.**

- (a) Employees may request a leave of absence without pay after thirty (30) calendar days' service with the City.
- (b) Any request for a leave of absence without pay shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.
- (c) Requests for leave of absence without pay of thirty (30) calendar days or less may be granted by the bureau head or their designee. All employer paid health, dental,

vision and life insurance benefits will be continued for leaves of absence without pay lasting thirty (30) days or less, except as required by law.

(d) Leaves for more than thirty (30) calendar days shall be granted for Military Leave when an employee is called to active duty, extended tour, to attend a prescribed training program or to perform other duties under the supervision of the federal or state agencies. All other leaves for more than thirty (30) calendar days may be approved by the City Administrator or their designee, and such leaves may be extended or renewed for any reasonable period at the discretion of the City.

(e) No leave of any length shall be granted for other outside employment unless described herein or as otherwise may be required by law.

(f) Special consideration will be given to requests for leave of absence from employees with one (1) year's service or more for personal illness; injury; immigration, citizenship and tribal leave; or educational purposes directly related to the applicant's career goals for continued employment with the City.

### **Section 3, Family and Medical Leave.**

Employees may take family and medical leave as provided under state and federal law and the City's Human Resources Administrative Rules (HRARs). The City will provide the Union with notice of proposed changes to the HRARs and will bargain over changes to family and medical leave as required by law.

### **Section 4, Gender Affirming Care Leave.**

Leave will be granted for gender affirming care. **Such leave is not limited to leave for medical procedures or purposes but can include voice training or hair removal, as examples.** Sick leave and vacation credits may be used to cover all or part of the absence for gender affirming care. Leave without pay for gender affirming care will be granted upon request. Nothing in this section supersedes an employee's right to FMLA or OFLA benefits or pursuant to the Paid Leave Oregon or disability laws.

### **Section 5, Return from Unpaid Leave of Absence.**

(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) calendar 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 employee 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. Such agreements will be non-precedent setting.

(e) 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 \_\_, SENIORITY.)**