

LEAVES OF ABSENCE

Section 1, 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. 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. No leave of any length shall be granted for other outside employment, except if required by law. Special consideration will be given to requests for leave of absence from employees with one (1) year's service or more for educational purposes directly related to the applicant's career goals for continued employment with the City.

Section 2, Jury Duty. 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.

Section 3, Military Leave.

(a) Military leave will be provided to employees in accordance with City's Human Resources Administrative Rules on Military Leave and ORS 408.290.

Section 4, 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 proposed changes to the HRARs and will bargain over changes to family and medical leave as required by law.

Section 5, 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).

Section 6, 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.

Section 7, Immigration, Tribal and Citizenship Leave.

The City will permit an employee to use up to forty (40) hours of accrued paid leave (vacation, compensatory time, personal holiday, and deferred holiday hours 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. The City will not deny leave under this Section if reasonable notice is provided.

Section 8, 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.

[Bargaining Note: Any leave not referenced in this proposal will be governed by the relevant HRAR.]

Article _____, Scope and Purpose

All matters not covered in this agreement shall be deemed to have been raised and disposed of as if covered herein. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement.