

DW 9/10/25  
AMM 9/10/25

Minor changes to:

- Update Commissioner-in-charge reference to DCA in Section 1
- Align # of days in Section 3 to HRAR

## ARTICLE 15 LEAVES OF ABSENCE

### Section 1, General Provisions.

(a) Employees may be eligible for leaves of absence after thirty (30) calendar days' service with the City. Leaves of absence under this Article shall be without pay unless indicated otherwise.

(b) Any request for a leave of absence 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 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 during this period. Leaves for more than thirty (30) calendar days may be approved by the Commissioner-in-Charge Deputy City Administrator in charge of the service area, in accordance with the Human Resources Administrative Rule – General and Administrative Leaves, and such leaves may be extended or renewed for any reasonable period. No request including a request for parental leave, shall be denied for arbitrary or capricious reasons.

(d) Requests for short leaves of absence, leaves not exceeding thirty (30) calendar days, shall be answered in writing within five (5) days, Saturdays, Sundays, and holidays excluded. Requests for leaves of absence exceeding thirty (30) calendar days shall be answered in writing within fifteen (15) days,

Saturdays, Sundays, and holidays excluded.

### 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.

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(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-one (31~~0~~) 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 32<sup>nd</sup> 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.** 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).

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**Section 5, Maternity Leave.** Leave will be granted for pregnancy. 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 pregnancy-related disability will be granted upon request. Nothing in this section supersedes an employee's right to FMLA or OFLA benefits.

**Section 6, Education.** 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 7, Funeral and Bereavement Leave.**

(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, stepgrandparent, 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 on approval by the bureau head.

(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 8, Immigration and Citizenship 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 in their immediate household. This includes, but is not limited to, attending meetings with

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immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, or other events bearing on the subject individual's legal resident, immigration, or citizenship status.

(b) 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 immigration and citizenship matters, shall be granted an unpaid leave of absence under Article 15.1.

(c) The City will require written documentation corroborating the dates of the requested Immigration and Citizenship leave.

**Section 9, Return from Leave Rights.** Return from leave rights under this provision shall correspond to the period of leave granted.

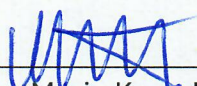
(a) Leaves of absence of six (6) months or less: Employees shall be returned to the same or comparable position held at the time of commencement of leave, provided that at the time of the return they have greater seniority than other qualified employees. An employee desiring to return to work before the employee leave is scheduled to end must give the City ten (10) days' written notice of the intent to return.

(b) 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. Such agreements will be non-precedent setting.

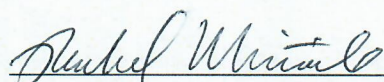
(c) The current City policy regarding notification of employees pending lay off, in effect at the date of the contract, shall continue to be followed. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure. **(SEE ARTICLE 20, SECTION 7 FOR SENIORITY.)**

Tentatively agreed on this 10<sup>th</sup> day of September 2025

Chief Spokesperson for the City:

  
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AnneMarie Kevorkian-Mattie, Labor Relations

Chief Spokesperson for the Union:

  
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Rachel Whiteside, PROTEC17