

## **Letter of Agreement for Advanced Leave**

The parties to this Agreement are the City of Portland (City) and the following unions (collectively, "Unions"): The District Council of Trade Unions (DCTU), Laborers International Union of North America (LIUNA) Local 483; and Professional Technical Employees, Local 17 (PROTEC17).

### **Background**

1) The City and Unions wish to modify the language in the March 24th, 2020 COVID 19 LOA in order to provide more specific guidance concerning the usage of advanced leave.

### **Agreement**

The parties hereby agree as follows:


- 1) The articles 2 through 7 of this LOA replace the following language in article 3g of the March 24<sup>th</sup>, 2020 COVID-19 LOA "Employees who have exhausted all their accrued leave in the manner described in this paragraph, and any leave under the COVID-19 Leave Response Program, will be allowed to utilize advanced leave. Advanced leave will allow an employee to borrow against future leave accrual to receive sick leave during the duration of the COVID-19 pandemic. The parties will meet after the state of emergency to discuss the manner of paying back advanced leave."
- 2) Employees who have exhausted all of their accrued leave cited in the March 23rd, 2020 COVID-19 LOA, including leave under the COVID-19 Leave Response Program, will be allowed to use 120 hours of vacation accruals and the equivalent of one (1) years' worth of sick leave (104 hours) accrual, not to exceed a cap of 224 hours total of advanced leave.
- 3) Exceptions to allow for additional leave beyond the 224 hours referenced in article 2: for unique situations that may necessitate further discussion, the parties will meet and confer to discuss the employee's circumstances and any relevant documentation while providing privacy and protection

of the employee's condition and/or situation. If the City and Union disagree as to whether an exception for additional leave should be granted, the Union will have access to the grievance procedure in the specific collective bargaining agreement to which they are a bargaining unit member.

- 4) Payback Provision: Employees will enter into an Advance Leave Reimbursement Agreement. Employees will repay the advanced leave by either (1) agreeing to subtract the amount of advanced leave owed from sick leave and vacation accruals until the advance leave amount owed is zero; or (2) converting the advanced leave to a dollar value, which will be divided equally over a mutually agreed payback period, not to exceed 24 months from the last date of advanced leave usage. Deductions to repay the advanced leave will be made in compliance with IRS regulations and are authorized under this collectively bargained Agreement between the City and the respective unions. Upon return to work, the employee will begin to accrue eligible leave (e.g. sick, vacation, etc.) according to the collective bargaining agreement of which they are a bargaining unit member. The City reserves the right to seek any additional repayment from the separated employee.
- 5) Employees who used advanced leave prior to the signing of this agreement will not be required to enter into an Advanced Leave Reimbursement Agreement for prior hours used. However, employees who have used advanced leave hours prior to this agreement must pay back the advanced leave hours using the outlined advanced leave payback option one or two. Employees who have used advanced leave prior to the signing of this agreement, but not exceeded a total of 224 hours, may continue to take advanced leave, but must first sign an Advanced Leave Reimbursement Agreement for the repayment of previous advanced leave taken. Employees are allowed to use up to 224 hours of combined advanced leave that includes advanced leave taken prior to this agreement and advanced leave taken subsequent to the signing of this agreement.
- 6) Either party may terminate this agreement with seven (7) days' written notice. The City will make a good faith effort to notify the Union at least 30 days in advance of terminating the agreement.

7) This Agreement is based on the circumstances described above and does not constitute or create a precedent for any party to this Agreement.

So Agreed:

  
LiUNA 483

DECEMBER 22, 2020  
Date

  
AFSCME 189

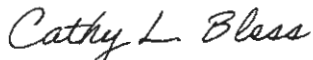
12/22/2020  
Date

  
IBEW 48

12/21/20  
Date

  
PROTEC17

12/21/2020  
Date

  
Cathy L. Bless  
City of Portland

12-23-2020  
Date

City Attorney



Date  
12.23.2020