

MEMORANDUM OF AGREEMENT

Made pursuant to Collective Bargaining Agreement

Between

City of Woodburn (City)
and
Woodburn Police Association (WPA)

This Memorandum of Agreement is entered into between the City and WPA to amend the 2022-2024 Collective Bargaining Agreement for purposes of adopting certain policies and procedures related to the implementation of the new statewide Paid Leave Oregon program.

It is the intention of the Parties to adopt these modifications for purposes of compliance with Paid Leave Oregon rules and regulations under ORS Chapter 657B and OAR 471-070.

The Parties agree to make the following changes to the referenced articles by adding the **bold** language and deleting the ~~strike through~~ language:

ARTICLE 8 – SENIORITY

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C. Adjustments in Seniority Dates

Employee seniority dates will be adjusted in the following circumstances:

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2. Leaves of Absence

Employees who are absent from work on a leave of absence will continue to accrue seniority, provided they are drawing pay (e.g. vacation, holiday or sick leave) and for up to thirty (30) days following depletion of their paid leave banks. Thereafter, seniority will no longer accrue. This provision will not be applied to employees who are designated as being on FMLA, OFLA, **Paid Leave Oregon/Paid Family and Medical Leave Insurance program (PFMLI)**, military or jury duty leave.

ARTICLE 15 – SICK LEAVE

A. Accrual: Sick leave with pay shall accrue at the rate of eight (8) hours, per month of employment, to a maximum accrual of nine hundred sixty (960) hours. For the purpose of accrual of paid sick leave benefits, a “month” shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absence paid by the City. Paid sick leave benefits do not accrue during periods that an employee is on layoff

or unpaid leaves of absence, except FMLA/OFLA/Military Leave. **While an employee is on PFMLI leave, their sick leave benefits will only continue to accrue if the employee remains under a paid status with the City. If the employee elects to only receive wages through PFMLI benefits while on a protected leave, they will not receive ongoing accruals, but instead will have their sick leave bank restored fully at the time they return to work.** In the event an employee is on layoff or unpaid leave for part of a month, his/her sick leave accrual will be credited for a full month, provided the employee has worked during that month.

B. Utilization: Sick leave shall be available for the following:

1. Employees may use sick leave when unable to perform their work duties by reason of illness, off-the-job injury, pregnancy, necessity for medical or dental care, or by serious illness in their immediate families requiring the presence of the employee, or any other purpose provided by FMLA, OFLA (**with the exception for time off to care for a child during school closures for public health emergencies**), PFMLI, **or Oregon Sick Leave Law (SB 454)**, ~~or Oregon SB-454 (2015)~~ for such period as the employee has sick leave credit.

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ARTICLE 16 OTHER LEAVES AND LIGHT-DUTY ASSIGNMENTS

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D. Family Medical Leave: The City will comply with the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), **and Paid Leave Oregon/Paid Family and Medical Leave Insurance program (PFMLI)**. Employees who are absent from work for FMLA or OFLA qualifying reasons, but who are not eligible to receive sick leave benefits will be paid accrued holiday pay and/or vacation pay for their absences. In the event an employee does not specify whether he/she prefers to utilize holiday or vacation pay, holiday pay shall be utilized first, then vacation pay.

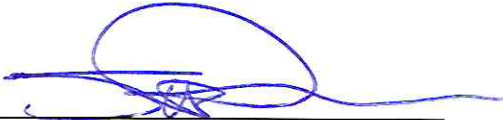
The employee shall continue to receive health, long-term disability and life insurance benefits during the time the employee is on designated leave under the Family Medical Leave Act (FMLA). Following the expiration of the FMLA entitlement period, health, long-term disability, and life insurance benefits will continue to be paid by the City, provided that the employee continues to have leave hours charged against their leave bank (sick, vacation, holiday).

If an employee is on State-approved PFMLI leave, the City will continue the employee's medical and dental, life, and long-term disability coverage, on the same terms as when the employee began their leave. Employees remain responsible for paying their share of benefit premiums while on State-approved PFMLI leave. If the City pays (directly or indirectly, voluntarily or as required by state or federal law) any part of the employee's share of health or other insurance premium while the employee is on leave, it is agreed that the City may later deduct from an employee's pay the employee's share of premiums paid by the City. Once the employee returns from PFMLI leave, deductions may be made up to 10 percent of the employee's gross pay each pay period until the health or other insurance premium amounts paid by the City are repaid.

Effective upon ratification, for ~~For~~ purposes of calculating FMLA, OFLA, and/or PFMLI leave, the ~~“rolling” year method permitted under 29 CFR 825.200(b)(4) shall be used the~~ PFMLI rules for **“forward-looking” benefit year calculations will apply.** Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks of FMLA leave that had not been used during the immediately preceding 12 months. For example, if an employee has taken eight weeks of FMLA leave during the past 12 months, an additional four weeks of FMLA leave could be taken. **the benefit year will be the 12-month period beginning on the Sunday immediately before the date on which the leave commences. For purposes of aligning the FMLA benefit year with OFLA and PFMLI rules, the City will reset the FMLA benefit year on January 1, 2024, so that all three leave programs will follow an aligned “rolling” calculation method.**

It is agreed this 26th day of September, 2023.

City of Woodburn



Scott Derickson, City Administrator

Woodburn Police Association



Peter Antoine, President