

The following is a Memorandum of understanding (MOU) between the undersigned parties.

Background:

The City and Teamsters concluded negotiations for the current Collective Bargaining Agreement (CBA) in November, 2025. Shortly thereafter, in December of that year, a disparity was presented between past practice and the plain text of the CBA.

In subsection 8.3, the provision of the previous CBA, to use two PTO-Sick days prior to accessing one's Sick Leave bank was changed to only require the use of one PTO-sick day prior to accessing one's Sick Leave bank. No other material change was made to that section. While the plain text requires, "...the first one (1) scheduled work day of absence..." be coded as PTO-Sick, past practice has been to allow portions of that first day to count as 'one scheduled work day'.

Documentation was supplied, from 2012 and distributed city-wide, showing HR approval for 'more than half a shift' taken off as PTO-Sick as counting as 'one scheduled work day'. More recent documentation, from 2024 between certain individuals, revealed that HR determined any time coded to PTO-Sick on the first day constituted 'one scheduled work day'. Though the number of days required to be coded to PTO-Sick in advance of the use of Sick Leave changed, because the text of the what constitutes 'one scheduled work day' was not altered, the parties agree, under this current contract, to interpret the text as being at least one-quarter (1/4) shift taken as PTO-Sick to qualify as 'one scheduled work day'.

A concurrent but separate issue was raised about absences related to the same bout of illness but separated by an indeterminate period of returning to work, such as being out for several days sick, returning to work for one day, and then being out several days again related to the same illness. In this case, the same documentation supplied, from 2024, repeated the contract text stating that the use of Sick-Leave can only be accessed, after PTO-Sick for, "consecutively scheduled workdays". Consistent with the current CBA text and the documentation of required practice, after any period of returning to work, a subsequent absence for illness must utilize PTO-Sick prior to accessing one's Sick Leave bank. This MOU is intended to explicitly clarify that intent. No change to the CBA is necessary to address this issue because the requirement follows the plain text of the Agreement.

This MOU replaces subsection 8.3 of the 2025 Collective Bargaining Agreement between the City and Teamsters, in its entirety, with the following:

ARTICLE 8

PAID TIME OFF (PTO) LEAVE

8.3 Paid Time Off and Sick Leave › It is understood that from time to time a member may be unable to work due to an unforeseen, unscheduled illness lasting less than two (2) scheduled work days. Unscheduled absences of this kind will be covered by the member’s PTO bank and will be subject to all of the provisions on the usage of sick leave that apply. Unscheduled, unforeseen absences due to illness that are covered by PTO are not subject to the 48-hour advance notice requirement and must be recorded on the Time and Attendance Record (e-Time) as PTO-Sick Leave.

Utilization of leave from the employee’s Sick Leave bank is limited to those cases in which a member is too sick or ill to report to work for at least two (2) consecutively scheduled workdays and will be subject to all of the provisions of Sick Leave Usage that may apply in Article 10. In such cases, the first one (1) scheduled work day, or portion thereof, of absence will be coded as PTO-Sick (PS) and deducted from PTO , and, as long as one-quarter (1/4) or more of that shift is taken as PTO-Sick, subsequent days of absence on any remaining consecutively scheduled workdays will be deducted from Sick Leave or the employee may take unpaid time off for either or both days. In such cases, the time will be recorded as Leave Without Pay. In the event an employee chooses Leave Without Pay, it should be noted that this time will be monitored just as PTO-Sick Leave was for potential abuse in keeping with section 10.6 on sick leave utilization. Sick leave can, however, also be utilized to cover any absence resulting from a serious medical condition for which the member qualifies and is granted FMLA or OFLA leave, or in cases where the member is medically restricted by a physician from working as a result of a Worker’s Compensation claim.

For the City:

Kendra Larsen
Kendra Larsen (Apr 9, 2026 16:13:31 PDT)

Signature

09/04/2026

Date

For Teamsters Local 223:

Karine Trowbridge
Karine Trowbridge (Apr 14, 2026 09:21:33 PDT)

Signature Date

14/04/2026

Date









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