

City TA:

Union TA:

Article 16. Vacations

1. **Vacation Leave Accrual.** Annual vacation leave for employees shall be computed based on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues shall depend upon the total amount of service for the City, whether or not such service was broken. Beginning with January 1 of the year in which the employee reaches the following service anniversaries, vacation leave shall accrue at the following rates:

Years of Service (years)	Bi-Weekly Accrual Rate (hours)	Annual Accrual Rate (hours)
0	4.31	112.06
1	4.46	115.96
2	4.62	120.12
3	4.77	124.02
4	4.92	127.92
5	5.08	132.08
6	5.23	135.98
7	5.38	139.88
8	5.54	144.04
9	5.69	147.94
10	5.85	152.10
11	6.00	156.00
12	6.15	159.90
13	6.31	164.06
14	6.46	167.96
15	6.62	172.12
16	6.77	176.02
17	6.92	179.92
18	7.08	184.08
19	7.23	187.98
20	7.38	191.88
21	7.54	196.04
22	7.69	199.94
23	7.85	204.10
24	8.00	208.00
25	8.15	211.90
26 +	8.31	216.06

2. An employee's vacation is deemed earned and shall be credited each payroll period.
3. In computing total amount of service as used in 16.1.1 above:
 - 1- A. Includes time taken while on leave of absence with pay or for military or parental leave without pay.
 - 2- B. Includes any time under temporary appointment in City service employment, the Exposition-Recreation Commission, and the Portland Development Commission.
 - 3- C. Includes absence because of an on-the-job injury up to one (1) year.
 - 4- D. Excludes time in City service for which the employee receives pension benefits.

City TA:

Union TA:

4. Employees shall continue to earn vacation credit for:
 - ~~1-~~ A. A cumulative period of one (1) year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with Human Resources Administrative Rule (HRAR) 7.08. However, should such on-the-job injury result in disability retirement, the employee will be paid for such accrued vacation up to the one-year maximum accrual.
 - ~~2-~~ B. Any authorized leave of absence where an employee continues in paid status.
 - ~~3-~~ C. Any authorized unpaid personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.
5. The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twenty-four (24) month period. Any excess credit at that time will be forfeited. Except, however, if during the Month of December, the City requires an employee to work their vacation period that was previously scheduled and approved, the amount of vacation worked may be carried over in addition to two (2) years' accumulation.
6. Vacation credits will not be available for use until the employee has completed thirty (30) days of service. Whenever an employee with more than thirty (30) days service is laid off or terminated, their vacation time shall be paid in a lump sum.
- ~~7. Employees will have one opportunity annually, once per calendar year and upon request, to cash out accrued vacation at their current rate.~~

Vacation Sell Back. Employees who use at least two (2) work weeks of vacation per calendar year may elect to sell up to one FLSA work week of vacation back to the City.

 - A. Bargaining unit employees will have the option to be voluntarily paid out for up to one FLSA work week of their accrued but unused vacation time, one time per calendar year, from January 1st to December 31st, each year through the duration of the Agreement.
 - B. Employees must designate in writing their irrevocable agreement to sell back vacation time in the following calendar year (e.g., if an employee intends to sell back vacation in the 2025 calendar year, the employee must submit their written request before the end of the 2024 calendar year).
 - C. Vacation hours may only be sold if earned in the same calendar year.
8. **Vacation Scheduling.** Vacation selections shall be by classification ~~based on~~ ~~on the basis of~~ seniority within the bureau and division thereof in which they are employed.
9. Employees will be entitled to exercise their seniority for only one (1) vacation period selection each calendar year.
10. A bureau and the ~~appropriate~~ union representative(s) may mutually agree to implement an alternative method of approving vacations, subject to the approval of the Director of Human

City TA:

Union TA:

~~Resources. The agreement can cover a work unit, a classification, or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU Union and the Bureau of Human Resources Director prior to implementation.~~

11. The bureau and the union representative(s) involved agree that either party may terminate an agreement created under ~~the previous subsection 16.9~~ at any time for any reason ~~after giving upon~~ thirty (30) days written notice to the other party. The bureau will then revert to vacation selections established by the bureau under 16.7 and 16.8.
12. The deadline for management to respond to vacation bidding and ad-hoc requests will be two (2) weeks for annual bidding from the end of the bidding process and three (3) working days for ad-hoc vacation requests. If after the third (3rd) day of the requesting employee's regularly scheduled workday, an employee's ad hoc vacation request has not been responded to, the employee may advance their vacation request up to and including the bureau Director or their designee.
13. Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation times on the basis of seniority as provided in Article 16.7 and 16.8. However, employees must receive prior approval for use of vacation time. Nothing contained within this Article shall be interpreted to prevent employees from taking one- or two-day vacations upon reasonable notice and by mutual agreement between the employees and their immediate supervisors. ~~Employees shall not take vacation if the employee does not have the requisite time accrued in their Vacation, Compensatory Time, and/or Deferred Holiday bank, regardless of prior approval.~~
14. Once an employee's vacation time has been scheduled, the City shall not cancel such scheduled vacation time ~~except for business necessity and only with Bureau Director Approval. If the employee is called back during their scheduled vacation time they shall be paid at time and one half (1 ½) and have all days of their vacation reimbursed to their bank. unless the needs of the operation so dictate. If the employee feels their scheduled vacation was canceled without good reason, the matter will be subject to the regular grievance procedure. If the City is found to be in violation of this Article, the employee will be paid at time and one half (1 1/2) for the time worked during the scheduled vacation, with no loss of accrued vacation time. Furthermore, the City will make every effort to accommodate the employee in rescheduling the employee's new vacation.~~
15. ~~No allowance shall be made to an employee for sick leave during a period designated in advance for vacation purposes; except upon a determination by the Commissioner in charge, or the Auditor as to the department, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided by City policy.~~
16. Use of Accrued Vacation for Other Purposes
~~Use of Emergency Leave~~ Leave: Employees may use up to a maximum of three (3) days of vacation leave each calendar year for personal emergencies ~~and employee wellness purposes. Emergency Leave may be used without prior supervisor approval.~~