

City Counter to AFSCME
October 8, 2024

City TA:

Union TA:

Article 15. Holidays

15.1 The following holidays shall be recognized and observed as guaranteed paid holidays:

15.1.1 New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, ~~Indigenous Peoples' Day~~, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.

(A) For Monday through Friday Schedules, whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such.

(B) For schedules other than Monday through Friday, when a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on their second or more contiguous regularly scheduled days off, the first scheduled workday following the holiday(s) shall be considered the holiday and paid as such.

(C) When a holiday is observed on an employee's regularly scheduled solitary day off, they will be permitted to defer the holiday with pay until a later date as described in section 15.2 below.

~~(D) With management pre-approval, Police Internal Affairs Investigators may voluntarily~~ ~~Employees may, by mutual agreement between management and the employee, voluntarily~~ report to work on an observed holiday. ~~The employee will receive holiday pay and will be permitted to defer the holiday with pay to be taken by mutual agreement between the employee and the supervisor.~~ Investigators who volunteer to work on what would be their observed holiday will be paid at their regular rate of pay and the paid holiday hours to which the employee is entitled will be postponed. Postponed holidays will be used in accordance with Article 15.2.

15.1.2 Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, twenty-four (24) hours per day, will observe Veterans Day on November 11, Christmas on December 25, New Year's on January 1, Juneteenth on June 19, and Independence Day on July 4.

15.1.3 In operations that run a night shift and the operation is shut down on a holiday by mutual agreement between the supervisor and the Union, employees will be allowed the choice of holiday eve as their holiday rather than the night of the holiday.

15.2 **Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8-hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10-hour shift will be paid 10 hours holiday pay.) In addition to an employee's holiday pay, they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a holiday and works in a 24-hour and/or 7-day per week operational group, they will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ten (10) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Deferred or postponed holidays will be used prior to the vacation time, but not prior to vacation over the max. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues. The language of this section applies to all letters of agreement attached to this contract.

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15.2.1 Full-time employees who are on work schedules other than eight (8) hours per day, five (5) consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.

15.2.2 An eligible employee shall be any employee who has been an employee of the City at least one (1) day prior to the holiday.

15.2.3 If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday, and it shall not count against the employee's accumulated vacation leave.

15.2.4 If employees are on sick leave and a holiday is observed, they shall be paid for such holiday, and it shall not count against their accumulated sick leave.

15.2.5 Holiday Pay Exclusions- Holiday pay under this article does not apply to employees receiving third-party compensation under any leave claims including, but not limited to, long-term disability benefits, Workers Comp leave, the City's catastrophic leave program, States' disability programs, and States' Paid Family Leave programs. Understanding that employee eligibility rules and determinations for final payment of third-party leave benefits is not decided or controlled by the City or the Union, Holiday payment or non-payment disputes for employees having any third-party leave claims are not subject to the grievance procedure.¹

15.3 Personal Holidays

15.3.1 After completion of ~~six (6) months~~ thirty (30) days of service, each regular full-time employee covered by the terms of this Agreement shall receive personal holiday time based on three (3) times their normal shift length per calendar year. "Normal shift length" will be determined by taking a snapshot of each eligible employee's work schedule on the first day of the first pay period in January.

15.3.2 After completion of ~~six (6) months~~ thirty (30) days of service, each regular part-time or job-share employee covered by the terms of this Agreement shall receive twelve (12) hours personal holiday time per calendar year.

15.3.3 Personal holidays shall be maintained in a separate quota account and will be added to each eligible employee's personal holiday account at the end of the first pay period in January of each year. Personal holiday time may be utilized in any increment of time.

15.3.4 The first twenty-four (24) hours, or twelve (12) hours in the case of a part-time or job-share employee, taken off on vacation leave by an employee during a calendar year shall be considered personal holidays.

15.3.5 The personal holidays shall be arranged by mutual agreement between the employee and the City. Failure to reach mutual agreement shall immediately refer the matter to the bureau manager.

15.3.6 Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.

¹ This addition is to capture the settlement of the MOU on Holiday Pay from 2024.