

**CPPW makes the following proposal on Holidays on March 7, 2024. CPPW reserves the right to modify or adjust as negotiations continue so long as no TA has been reached.**

**NOTE: Most of this language is drawn from the PROTEC contract between City of Portland and PROTEC.**

## **ARTICLE \_\_\_ HOLIDAYS**

### **Section 1, Holidays.**

(a) The following holidays shall be recognized and observed as guaranteed paid holidays:

- New Year's Day (January 1<sup>st</sup>)
- Martin Luther King Jr Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19<sup>th</sup>)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (first Monday in September)
- Veteran's Day (November 11<sup>th</sup>)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving
- Christmas Day (December 25<sup>th</sup>); and
- every day appointed by the President of the United States, or the Governor of the State of Oregon as a national or state holiday for all citizens.

(b) Every full-time employee is entitled to a day off with pay on a holiday. Employees shall receive holiday pay equal to each employee's regularly scheduled work. (For example, an employee regularly scheduled to work an 8- hour shift shall be paid 8 hours of holiday pay; an employee regularly scheduled to work a 10-hour shift shall be paid 10 hours of holiday pay; an employee regularly scheduled to work a 4-hour shift shall be paid 4 hours of holiday pay.)

(c) All regular full-time employee covered by the terms of this agreement shall receive the equivalent of three (3) days of personal holiday time per calendar year. Part time or ten (10) hour employees shall receive a prorated version of this. (For example, an employee regularly scheduled to work an 8- hour shift shall be paid 8 hours of personal holiday pay; an employee regularly scheduled to work a 10-hour shift shall be paid 10 hours of personal holiday pay; an employee regularly scheduled to work a 6-hour shift shall be paid 6 hours of personal holiday pay.)

(d) Permanent part-time employees who share a budgeted full-time position and serve for forty (40) hours each pay period shall be allowed four (4) hours of pay for each designated City holiday. After completion of thirty (30) days' service, each permanent job share employee covered by the terms of this agreement shall receive twelve (12) hours personal holiday time per calendar year.

(e) Permanent part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall be entitled to eight (8) hours of holiday pay prorated for their Full Time Equivalent (F.T.E.) designation when designated City holidays coincide with their scheduled work hours. After completion of thirty (30) days' service, each permanent part-time employee covered by the terms of this agreement shall receive personal holiday time prorated for their Full Time Equivalent (FTE) designation per calendar year. For example, a .75 FTE would receive eighteen (18) hours.

(f) Personal holiday hours and vacation leave shall be arranged by mutual agreement between the employee and the City.

(g) Vacation and personal holiday accounts shall be combined. The first twenty-four (24) hours or prorated equivalent hours in the case of a part-time or job share employee, taken off by an employee during a calendar year shall be considered personal holidays. Vacation days may be utilized one day at a time and may be utilized as personal holidays. 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.

(h) For Monday through Friday schedules, whenever any of the holidays listed in Subsection (a) falls on Saturday, the Friday before such holiday shall be observed as the holiday. Whenever any of the holidays falls on Sunday, the following Monday shall be observed as a holiday.

(i) 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.

(j) For employees engaged in continuous operations as defined in Article 10, Section 3, holidays are observed on the dates stated in Section 1(a).

(k) Employees may opt to work on a standard holiday and bank those hours as deferred holiday leave in order to participate in other relevant cultural or religious observances and events.

(l) For employees who are on an alternate or variable schedule as described in Section 2(a) of this Article, if an employee's scheduled day off falls on a holiday, then the employee is entitled to a deferred holiday with pay to be taken by mutual agreement between the employee and the director of the bureau or designated supervisor. The employee is eligible to use the deferred holiday starting the first scheduled workday following the holiday. Employees may carry over up to ten (10) deferred holidays and any deferred holidays over ten (10) not taken as of the end of the first pay period in January shall be forfeited.

**Section 2, Eligibility Requirements.** Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a holiday.
- (b) An eligible employee shall be any employee who has been an employee of the City at least one day prior to the holiday.
- (c) If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday, and it shall not be counted against the employee's accumulated vacation leave.
- (d) If an employee is on paid sick leave and a holiday is observed, the employee shall be paid for such holiday, and it shall not count against the employee's accumulated sick leave.
- (e) Job share employees: accrued vacation leave will be used to make up the difference between the number of hours of holiday pay to which the employee is entitled and the number of hours in the employee's regular shift on the day the holiday is observed unless a job share employee elects, in writing before the holiday, to adjust their schedule as provided in Section 2(c) of this Article, use earned compensatory time, or take leave without pay instead of accrued vacation leave for the difference between the holiday pay they receive under this Article and their regular shift hours.

**Section 3, Holiday Work.** All time worked on any of the holidays listed in Section 1 of this Article shall be paid for at the rate of time and one-half in addition to the employee's holiday pay. Employees in the bargaining unit directed to work on a holiday are entitled to defer the holiday with pay until a later date. The deferred holiday shall be taken at the mutual convenience of the employee and the bureau.

**Section 4, Essential Employees Deferred Holidays.** Any employee who is required, at the express direction of their supervisor, to physically or remotely report to work on a regular workday when the City is closed due to inclement weather or natural disaster and work the same numbers of hours as regularly scheduled will receive deferred holiday time equal to the regularly scheduled hours worked. Deferred holidays under this section will be scheduled as provided in Section 1(l) above.

Employees whose deferred holiday bank is full will receive the equivalent time in pay. Employees who earn a deferred holiday within thirty (30) days of the end of the calendar year will be allowed to carry over said holiday to the subsequent year's deferred holiday bank.