

**ARTICLE 12
 VACATION/HOLIDAY LEAVE**

Section 1. Vacation Leave.

Vacation leave for sworn fire fighters shall be accrued according to the following chart:

Sworn Service Time	Staff or 8-Hour Day Employees		Suppression or 12-Hour Day Employees	
	Maximum Accrual Per Year (Hours)	Accrual Rate Per Pay Period (Hours)	Maximum Accrual Per Year (Hours)	Accrual Rate Per Pay Period (Hours)
Fire fighter with 1 year of service	120	4.62	180	6.93
Fire fighter with 5 years of service	136	5.23	204	7.85
Fire fighter with 10 years of service	144	5.54	216	8.31
Fire fighter with 15 years of service	160	6.15	240	9.23
Fire fighter with 20 years of service	184	7.08	276	10.62

Section 2. Vacation Time Management.

The authorized number of allotted vacation positions can be exceeded if approved by the Chief or designee. There will be no fewer than 36 suppression vacation slots per day except under a declared emergency. Floating days shall not be included in this number.

Under the direction of the Chief or designee, Battalion Chiefs are responsible for managing vacations and other leave time for their battalion/shift to provide the most effective emergency response capability possible.

Section 3. Vacation Leave Transfer.

Fire fighters may transfer accrued vacation leave (no other type of leave may be transferred) into a non-civil service employee's Short Term Sick Leave/Family Leave account or into a civil service employee's Sick or Family Illness Leave account in order to ensure continuing income for an employee who must be absent from work due to a major personal illness or injury or due to an immediate family member's major illness or injury which requires the presence of the employee. In the event of conflict, the PRRs policy for Vacation Leave Donations shall apply. Donated leave will not count toward any minimum required leave usage provisions listed in this Article.

Section 4. Holiday Pay and Accrual.

Time accrued for all holidays shall be based on either an eight (8) hour day for Staff Personnel or a twelve (12) hour day for Suppression Personnel.

Suppression Personnel shall be paid for hours worked (eight or sixteen depending on shift) on a holiday (as defined below) at time and one half (1 ½) holiday rate. For purposes of this Article, only, holiday rate means an individual's step rate within their rank. Suppression Personnel shall accrue twelve (12) holiday hours for each holiday observed unless the fire fighter is in a no-pay status.

Staff Personnel shall be paid for hours worked on a City-recognized holiday (except as modified by Section 5 of this Article) at time and one half (1 ½) holiday rate. Staff Personnel who work on the City-recognized holiday shall accrue eight (8) holiday hours.

If the City-recognized holiday falls on a ten (10) hour staff person's off day, he or she shall accrue eight (8) holiday hours. Staff personnel shall be allowed to move their regular day off with supervisor approval.

If a fire fighter (suppression or staff) is scheduled to work on a holiday (actual or City-recognized) and is absent for any reason he or she shall be charged the requested leave time if available and accumulate the appropriate holiday hours for his or her position.

Section 5. Holidays.

Department personnel are granted eight (8) holidays per year.

City's Article 12 v2 as of 05.20.22

Separate amended article for immediate consideration

City-recognized holidays may not always align with the actual holiday day and are: New Year's Day, M.L.K. Day, Memorial Day, Independence Day, Labor Day/9-11 Remembrance Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. As per the City's PRRs, the City may officially recognize a holiday on a day which is not the actual holiday.

Suppression Personnel and any Staff Personnel who are required by their position to work on the actual holiday shall receive Holiday Pay and accrue Holiday Hours for work on that actual holiday, regardless of when it is recognized by the City. Suppression Personnel and those Staff Personnel not included above, shall follow only the official City-recognized holiday schedule.

Fire fighters are also granted one (1) Personal Holiday per year (eight (8) hours per year for Staff Personnel and twelve (12) hours for Suppression Personnel).

For the calendar years 2022 and 2023 (in 2023 only if this Agreement goes into the evergreen year, pursuant to Article 34, Section 1), fire fighters will be granted a ninth (9th) holiday, Juneteenth, consistent with the language in this section 5.

Section 6. Vacation/Holiday Accumulation and Use.

A fire fighter, during the initial twelve (12) month probationary period, may petition the Chief in writing for a waiver to use accrued leave, for the specific purpose of taking leave for the bereavement of the death of an immediate family member, as defined in the Personnel Rules and Regulations, and that request will not be unreasonably denied.

There shall be no limit on maximum accumulation of vacation or holiday time. Vacation hours are available for use after twelve (12) months from date of hire. Upon separation of employment, fire fighters shall receive payment of all accrued vacation and holiday time, except that fire fighters who terminate from the City within twelve (12) months from their date of hire shall not be paid for accrued vacation time.

Fire fighters may accrue unlimited personal holiday hours, including any specially granted by the City Manager, and those hours accrued after the effective date of this Agreement will not be subject to any time limitations for usage. Fire fighters who terminate employment for any reason will not receive payment for any unused personal holiday hours upon separation from the City nor shall fire fighter personal holiday hours be part of any future leave sell back. Personal holiday time may only be taken in minimum increments of fifteen (15) minutes.

After one year from a fire fighter's hire date a fire fighter may begin using vacation time. Beginning the first full calendar year after commission date, Fire fighters are required to use two (2) weeks (120 hours for 56-hour suppression personnel and 80 hours for 40-hour staff personnel)

accrued holiday time and/or vacation time per calendar year. Failure to use the minimum required leave will result in the difference between the amount used and the minimum required leave usage being deducted from accumulated vacation leave at the beginning of the next calendar year.

A fire fighter who is not able to use two (2) weeks of accrued holiday and/or vacation time in a calendar year due to illness or injury may petition the Chief or designee in writing for a waiver of this requirement. The Chief or designee will provide a written ruling on the request to the petitioner within five (5) calendar days of receipt of the request. The Chief or designee's decision will be final. Decisions resulting in a waiver to the requirement will be forwarded to the City Human Resources Department for implementation. Sending a request or response via email shall qualify as a writing.

Unless otherwise approved by City Council, fire fighters may not participate in the City's yearly vacation leave and/or accrued holiday leave sell back program (when implemented by the City Council).

Section 7. Reopener Provision For Changes in Leave Structure.

In the event that the City changes, or proposes to change, its current leave structure as set forth herein during the term of the agreement, the City shall be entitled to reopen Collective Bargaining negotiations with the Association to discuss any proposed changes. The parties agree that those negotiations may result in changes in some leave benefits in order to provide similar leave benefits for all City employees. If Collective Bargaining negotiations are reopened as provided herein, they will be limited to such differences in the current leave structure and the proposed new leave structure that the City identifies, in writing, 30 days before the beginning of the reopened negotiations. Such reopened Collective Bargaining negotiations must be completed within 60 days after the face-to-face negotiations begin, unless the Association and the City agree, in writing, to extend the negotiations.

Any Agreement between the Association and the City that results from the reopened Collective Bargaining negotiations, will not be effective unless and until it is approved by the City and the Association pursuant to the requirements of Article 32 of this Agreement.

Section 8. Preemption.

This Article shall preempt any contrary provisions including those set forth in TLGC 142.0013, and any local ordinances, executive orders, or rules adopted by the City or Commission, and specifically preempts Section 142.0013(c) to the extent that section can be read to obligate the City

City's Article 12 v2 as of 05.20.22

Separate amended article for immediate consideration

to provide any fire fighter any additional vacation days, holidays or days in lieu of vacation days or holidays granted to any other municipal employees in a labor agreement, it being expressly agreed and specifically so provided under the authority of TLGC 174.005 and 174.006.

CITY

DATE

ASSN