

**ARTICLE 9**  
**HOLIDAYS**

**Section 1:** The following holidays shall be observed:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Day Eve

**Section 2: Holiday Compensation:**

- A. All bargaining unit employees shall be compensated an additional ten (10) hours of pay at their regular rate of pay for each of the above Holidays whether worked or not as long as the employee is in a pay status.
- B. Employees actually working and in an Acting pay status on the day of the Holiday shall receive their compensation based on their acting pay status and rate.
- C. An employee is in a non-pay status if the employee has been suspended without pay or is on a leave without pay such as FMLA.
- D. Employee(s) in a Workers' Compensation restricted duty, forty (40) hour status, shall not receive Holiday Pay but will receive the day off.

**ARTICLE 10**  
**VACATIONS AND FLOATING HOLIDAYS**

**Section 1:** Employees on a 56 hour, variable work week schedule shall accrue vacation as follows:

1-3	Years -----	168 hours/year	6.462 hours/pay period
4-7	Years -----	192 hours/year	7.385 hours/pay period
8-11	Years ----	216 hours/year	8.308 hours/pay period
12-15	Years ----	240 hours/year	9.231 hours/pay period
16+	Years ----	264 hours/year	10.154 hours/pay period

**Section 2:** If a holiday occurs during a vacation period, the employee shall receive Holiday Pay at the applicable rate.

### **Section 3: Scheduling Vacations**

- A.** During the period of August 1 to September 15, vacations will be selected by the employees of each shift on the basis of seniority. The initial selection may be one full or partial shift or consecutive full shifts. After the first round of the vacation selection has finished, the list will again be circulated by seniority on the scheduling of additional days. This process shall be repeated until all selections have been made or passed. This shall be the primary selection process.
- B.** All vacation days may be selected during the selection process; however, if an employee exercises their option to pass on scheduling these days, the employee may utilize the vacation request process thereafter. Permission for time off utilizing the request process shall not be arbitrarily withheld.
- C.** After the completion of the selection process, should an employee elect to cancel a previously selected day or days, the employee may elect to give the bid selection to another employee on the same shift or return the bid day(s) to the general pool for selection. on a “first come, first served” basis.
- D.** A Division Chief or designee shall approve the Vacation Leave Request submittal.
- E.** Division Chiefs are not included in the Vacation Bid Process.
- F.** Bargaining unit members will have one selection available for each shift day during the initial Vacation Bid process, and if not selected by a bargaining unit member the selection shall remain open. It cannot be closed by a non-bargaining unit member selecting those days or by the assignment of personnel to restricted duty or other recognized leaves.

**Section 4:** Employees becoming sick or having a death in the family (as defined in Article 20 Section 2) while on vacation may use sick time or funeral leave for the period of illness or death provided the employee calls the Employer to notify such change of time. This period of time shall be credited back to the employee’s vacation. Verification of sick or emergency leave will be completed as addressed in Articles 12 and 20 respectively.

**Section 5:** Any employee who is separated from service shall be compensated by check for all unused vacation time accumulated at the regular rate of pay at the time of the separation. Provided, however, that in the event an employee voluntarily leaves service,

they shall not receive unused vacation pay if they give less than fourteen (14) calendar days notice of their intention to terminate their employment.

**Section 6:** Employees shall accrue vacation time from their date of employment.

- A. All employees shall accrue vacation time bi-weekly at a rate applicable to the number of years employed as described in Article 10, Section 1. Such accrual shall be credited by having the total accrual to that date posted on the employee's payroll record and reflected on the pay stub of each employee.
- B. Employees shall be eligible to use vacation time, after they have completed 1440 actual hours worked of employment, through the vacation request process.
- C. New employees shall accrue vacation and have it credited to them for their use, after the completion of the 1440 actual hours worked.

**Section 7:** Vacation time may be utilized in any increment of one half (1/2) hour or more.

**Section 8: Vacation Leave**

- A. Every regular employee who is compensated on a salaried or hourly rate basis shall be entitled to an annual vacation leave with pay at their regular salary or hourly rate in accordance with the provisions hereinafter set forth.
- B. Vacation year shall be measured from October 1<sup>st</sup> to September 30<sup>th</sup> of each fiscal year, and except as hereinafter provided, the vacation shall be deemed to have been earned in the previous year.

**Section 9: Vacation Carry Over** Every regular employee is allowed to carry over unused vacation as follows:

- A. Each employee shall take a minimum of 144 hours annual leave per year after the year of hire.
- B. All hours in excess of 264 hours shall be deducted from that individual's annual leave account at the end of the fiscal year (September 30<sup>th</sup>). The Fire Chief may allow an employee to exceed 264 hours on an individual basis but such extension shall be for a defined period of time not to exceed six (6) months. The intent of this paragraph is that an employee may accumulate more vacation time during the fiscal year but must use the time prior to September 30<sup>th</sup> of each year or lose the amount which exceeds 264 hours.

## **Section 10: Floating Holidays**

- A.** Each bargaining unit member may receive additional "floating holidays". Floating holidays shall be awarded at the beginning of each fiscal year, subject to the restrictions below. For such floating holidays the employee shall receive his/her regular rate of pay for such day if he/she does not work that day, but shall not receive additional compensation (acting pay). Any day for which an employee is scheduled to work may be designated as a floating holiday.

Floating Holidays will be awarded as follows:

FY 2016-2017: 0 days

FY 2017-2018: 1 day

FY 2018-2019: 2 days

- B.** Floating holidays shall be subject to the following requirements and conditions:
1. No bargaining unit member will utilize floating holidays until 30 calendar days after the date of hire.
  2. Any person employed between October 1 and March 31 shall receive 100% of floating holidays to be utilized during the year of hire; any person employed between April 1 and August 31 shall receive 50% of floating holidays to be utilized during the year of hire; persons employed after August 31 shall not be eligible for any floating holidays during the year of hire.
  3. Floating holidays may not be carried over from one calendar year to another calendar year and if not taken are forfeited except as provided in Paragraph D of this Section.
  4. Upon an employee's separation from the District, the employee may receive a lump sum payment for any remaining floating holiday balance per Paragraph D of this Section.
- C.** Floating holidays will be selected in reverse seniority after all vacation days have been scheduled. Floating Holidays will be scheduled as 24 hours, for 56 hour employees. It is not necessary for an employee to schedule his/her floating holidays during the vacation selection process.
1. Any employee selecting floating holidays after the vacation selection process will give the District 48 hours' notice in writing of his/her request. This notice will be

given to the Division Chief for approval based on vacation selection criteria. This permission shall not be arbitrarily withheld. In case more than one employee requests a particular day as a floating holiday and the District determines that both employees may not be off duty on that particular day, the senior employee shall be given preference.

2. Floating Holidays may be scheduled even though another employee has scheduled a vacation day for the same day. Floating Holidays are to be considered and scheduled separately from vacation scheduling.
  3. Floating Holidays may not be scheduled on a Designated Holiday as referenced in Article 9 Section 1.
- D.** If the employee chooses not to take one or more floating holidays, the employee may make a written request to the Fire Chief on or before September 15th to receive 24 hours of regular pay for 56 hour week, or 8.0 hours of regular pay for 40-hour week in lieu thereof payable in the payroll period which includes September 30th. Any floaters not taken or requested for payment are forfeited