

**ARTICLE 17. VACATIONS**

**Section 1. Vacation Accrual.**

**Non-Forty Hour Employees:** The following is a vacation accrual schedule which shall be implemented for non-forty hour employees covered by this Agreement: Employees will accrue vacation days according to the following schedule, minus any vacation days previously borrowed.

Beginning of Probation through 10 years of completed Service – 15.25 days.

Beginning 11th year through 15th year of completed Service – 20.25 days.

Beginning 16th year of Service – 25.25 days.

In the future should the number of vacation days provided to San Antonio Police Officers increase, the amount of vacation days will increase to match police department schedules for department seniority, taking into account Association Business Leave hours on both sides.

**Forty Hour Employees:** The following is a vacation accrual schedule which shall be implemented for forty (40) hour employees covered by this Agreement: Employees will accrue vacation days according to the following schedule, minus any vacation days previously borrowed.

Beginning of Probation through 10 years of completed Service – 15.25 days.

Beginning 11th year through 15th year of completed Service – 20.25 days.

Beginning 16th year of Service – 25.25 days.

In the future should the number of vacation days provided to San Antonio Police Officers increase, the amount of vacation days for Fire Fighters will increase to match police department schedules for department seniority, taking into account Association Business Leave hours on both sides.

**Section 2. Additional Vacation Hours.**

In addition to the vacation accrual amounts outlined in Section 1 of this Article, beginning the first full pay period after October 1, of each year, each employee shall receive an additional 3 hours of vacation each fiscal year. This Section provides hours for Article 6, Section 4 Union Leave.

**Section 3. Floating Vacation Shifts (FVS).**

A. Except as provided in Section 3, Perfect Attendance Leave, an employee may request from her/his accrued vacation leave, up to four (4) shifts. This leave is to be taken from her/his scheduled vacation.

- B. An employee must apply in writing no less than prior to the beginning of the shift (or the workday, for 40 hour employees) prior to the shift being taken. Selection will be made on a first-come, first-served basis, by log date and time entry at a location to be designated by the Division Head.
- C. There will be a maximum of the ~~four (4)~~six (6) employees allowed off on FVS per shift (~~two (2)~~ three (3) in Fire Suppression and ~~two (2)~~three (3) in EMS, and one (1) additional FVS per year per paramedic), with the exception of holidays or the day before or after a holiday. If a person requests a floating vacation shift and is denied and the employee calls in sick for that shift, s/he must provide a physician's certificate signed by a physician upon her/his return to duty.
- ~~D. Upon the effective date of this agreement, an additional four (4) employees will be allowed off on defined payback floating vacation shift ("Defined Payback FVS") per shift (an additional two (2) in Fire Suppression and two (2) in EMS), with the exception of holidays or the day before or after a holiday. If an employee requests a Defined Payback FVS and is denied and the employee calls in sick for that shift, s/he must provide a physician's certificate signed by a physician upon his/her return to duty. At the time the bargaining unit employee makes the request for a Defined Payback FVS, the Fire Chief will provide up to three optional dates from the employee's remaining scheduled vacation days during the same calendar year and the employee shall, at that time, select the pay-back date from the options provided or the employee may choose not to use a Defined Payback FVS.~~

#### **Section 4. Perfect Attendance Leave (PAL).**

- A. Any employee who achieves perfect attendance over a six (6) month period shall be entitled to utilize two (2) additional shifts of accrued vacation leave outside of scheduled vacation periods plus may convert one (1) shift of sick leave for use as a floating vacation shift in accordance with the provisions of this section, hereinafter to be called "perfect attendance leave". Employees who have completed their 25<sup>th</sup> year of service shall be entitled to convert an additional one shift of sick leave, for a total of two (2) per sixth month time frame, for use as a floating vacation shift in accordance with the provisions of this section, hereinafter to be called "Perfect Attendance Leave." Perfect Attendance Leave shall be used during the subsequent six (6) months.
- B. The Chief shall provide a minimum of three (3) slots in Fire Suppression, two (2) slots in EMS, and one (1) slot in each other division which shall be available solely for perfect attendance leave.
- C. An employee must apply, in the manner provided per Department policy, no less than prior to the beginning of the shift (or the workday, for forty (40) hour employees) prior to the shift being taken. Selection will be made on a first-come, first served basis, by log date and time entry at a location to be designated by the Division Head.
- D. "Perfect attendance" shall mean that the employee has not utilized any of the following types of leave:

1. sick leave,
  2. emergency leave (provided that use of bereavement leave, although taken on an emergency leave basis, shall not be a disqualification under this section),
  3. line of duty leave (provided that use of LOD leave for a portion of a shift, as to those employees that return to work on of the following shift, shall not be a disqualification under this section),
  4. leave without pay, and
  5. suspensions.
- E. For purposes of this section, six (6) months shall be defined as consecutive calendar months, beginning the first shift hour in October, and the first shift hour in April.
- F. There shall be no restricted days at the beginning of October or April that are off limits for PAL conversion. Current eligibility time frames coinciding with the first half and second half of the fiscal year remain in place. A Fire Fighter that meets eligibility requirements prior to the current 15-day request cutoff may apply for a PAL conversion on these currently restricted dates. If said Fire Fighter becomes ineligible within fifteen (15) calendar days of the scheduled PAL shift, her/his PAL conversion shall be cancelled and s/he shall be required to make other arrangements to cover that shift.

**Section 5. Bonus Days Leave.**

- A. Each employee shall be entitled to two (2) additional leave days for each six (6) months of "perfect attendance."
- B. Employees not working for one of the following reasons are not eligible to receive the two (2) days perfect attendance bonus:
1. sick leave,
  2. LOD (provided that the use of LOD leave for a portion of a shift, as to those employees that return to work in the following shift, shall not be a disqualification under this section),
  3. emergency leave,
  4. leave without pay, and
  5. suspensions.
- C. The types of leave that will not adversely affect the employee's entitlement to the perfect attendance bonus are:
1. LOD (provided that the use of LOD leave for a portion of a shift, as to those employees that return to work on the following shift),
  2. properly scheduled and authorized vacation days,
  3. holidays,
  4. compensatory time,
  5. bereavement leave,
  6. administrative leave,
  7. time restored by the commissioner or an arbitrator (hearing examiner); and

- 8. military leave.
- D. For purposes of this Section, effective October 1, 2011, six (6) months shall be defined as consecutive calendar months, beginning October 1<sup>st</sup> and April 1<sup>st</sup>.
- E. Bonus day leave shall be taken at the employee's choice of either pay or FVS. If the employee elects to receive pay in lieu of time, the City shall pay the employee her/his amount at the same time each year as the City pays other City employees their sick leave buy back, but no later than Christmas Eve day. If the employee elects to receive pay in lieu of time, the City shall pay the employee her/his earned Bonus day leave at the employee's regular rate of pay. This amount shall be paid at the same time each year as the City pays other City employees their sick leave buy back, but no later than Christmas Eve day. If the employee elects to use Bonus Leave as time off, the employee must schedule the time off in accordance with Department policy.
- F. The end of the fiscal year (September 30<sup>th</sup>) will be the cut-off for reporting bonus leave eligibility. If the employee has not chosen to take bonus days earned in a fiscal year as time off by October 15<sup>th</sup> of the next fiscal year, the employee will be paid for earned bonus leave. All bonus days earned in a fiscal year that have not already been taken as time off will be paid as outlined in Section 5 E. of this Article unless the employee elects to take the bonus days as time off in the following fiscal year.

**Section 6. Short Notice Vacation Leave.**

Effective January 1, 2012, an employee will be eligible to use up to two (2) shifts of Short Notice Vacation Leave (SNVL) per calendar year. This leave shall be taken from the employee's remaining scheduled vacation.

The Firefighting and EMS Divisions shall offer SNVL shifts to employees, the availability and number of which shall be based upon staffing levels and at the discretion of the Shift Commanders. Divisions shall notify employees of the number of SNVL opportunities available no later than the start of the shift on which the opportunity exists.

## **Section 7. Optional Pre Retirement Leave Conversion 457(b) Deferred Compensation Plan Contributions**

A. Purpose. The purpose of this section is to allow conversion of eligible leave time for Fire Fighters enrolled in the Internal Revenue Code Section 457(b) deferred compensation plan as long as the Fire Fighter has not met the statutory maximum annual contribution limits at the time the deferral is made. The contribution would be made instead of a lump sum leave pay upon separation by the Fire Fighter. This provides the Fire Fighter an additional option to receive payout of leave balances in another manner more appropriate for the Fire Fighter at their time of retirement. It will also give the Fire Fighter an opportunity to defer the value of their annual leave balance annually within the three (3) years prior to the proposed retirement date, subject to IRS maximum limits.

Normally a 457(b) plan participant's annual contribution cannot exceed the lesser of 100% of the participant's compensation or the elective deferral limit by the IRS (\$23,000 in 2024), and this elective deferral limit is indexed yearly. For the effective purpose of this section, the limit will be applied as set every calendar year by the IRS. Participants in this Pre Retirement leave conversion must meet the age requirements as stated by governing plan documents and must be at least 50 years or older to make additional 457(b) catch-up contributions or at least the age of 40 to make Special 457(b) catch-up contributions as designated by the City pursuant to the 457(b) plan document. The selection to defer leave time must be made in manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

### B. Definitions

1. "Eligible Leave Time" means vacation hours, bonus hours and holiday hours and for Fire Fighters who are eligible to retire or have at least 20 years of service, sick leave hours up to a maximum of 90 days of sick leave.
2. "Final Hourly Rate" means the Fire Fighter's total pay, including the applicable base and all special items, for that Fire Fighter at the time the Fire Fighter elects to participate in the Preretirement leave conversion.
3. "Special 457(b) Catch-up contributions" are for participants who are aged 40 or older (the Normal Retirement Age as specified by the City pursuant to its plan documents) that for the three years prior to the proposed retirement date can contribute to the lesser of two times the normal annual elective deferral limit (\$23,000 in 2024) or the normal annual elective deferral limit plus the amount of the basic limit that was not used in prior plan years.

### C. Participation

1. If a Fire Fighter enrolled in 457(b) plan has not met the IRS limitations for the year of the deferral and is aged 40 or older, the Fire Fighter may elect annually in the 3 years prior to the year of his or her proposed ate of retirement to convert the value of his or her current eligible

leave time into a 457(b) plan deferral, up to the limits set the by the IRS for that tax year for Special 457(b) catch-up contributions.

2. A Fire Fighter must make any elections under this policy prior to his or her date of retirement.

3. An election to participate in this program is IRREVOCABLE. The Fire Fighter will be required to retire at his or her proposed retirement date in order to make the additional deferrals from leave balances available under the program.

4. Such deferrals will be permitted under the 457(b) plan, so long as the agreement to defer such leave amounts is entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

5. If that 457(b) plan allows both the age-50 catch-up and the 3-year special catch-up, the participant may only use the one that allows a larger deferral for the applicable year, but not both.

#### **Section 8. Leave Conversion 457(b) Deferred Compensation Plan**

A. Purpose. The purpose of this section is to allow conversion of eligible vacation leave time for Fire Fighters enrolled in the Internal Revenue Code Section 457(b) deferred compensation plan as long as the Fire Fighter has not met the statutory maximum annual contribution limits at the time the deferral is made. For the purpose of this section, eligible vacation leave time will be all vacation up to the one year annual accrual level detailed in Section 1 of this Article. Conversion will take place in November of each year.

B. Participation. If a Fire Fighter enrolled in 457(b) plan has not met the IRS limitations for the year of the deferral, the Fire Fighter may elect to contribute vacation leave.

#### **Section 9. Override.**

This Article is intended to supersede the Terms of any statutory provisions including Section 142.0013(c) of the Texas Local Government Code, pursuant to Section 174.006 of the Texas Local Government Code. The parties further agree that this provision was mutually intended by the parties in the prior agreement to override inconsistent provisions under state law. The Association agrees to deny any grievance filed by a class or individual against the City asserting that the City owes the Fire Fighter or class additional vacation days under the prior or current agreement as not stating a valid contract claim. The Association additionally agrees that the City has a complete defense to any lawsuits for past claims or claims during the contract term, and agrees to provide non-economic support to the City in its defense of any such claims because said claims are barred under the terms of the agreements and other legal defenses.

Date: \_\_\_\_\_

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For the City

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For the Association

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