

## **ARTICLE IX**

### **VACATIONS**

#### **9.1 Amount of Vacation**

Officers covered by this Agreement shall be entitled to vacation in accordance with the schedule set forth in Appendix D.

#### **9.2 Vacation Eligibility**

(A) Commencing the first January 1 after hire, all vacations shall be earned on a calendar basis (i.e. January 1st - December 31st). Vacations earned during a specific calendar year must be taken during the subsequent calendar year.

(B) In order to be eligible for a full vacation, for a specific calendar year, an officer must have been continually employed in the Department during the twelve months preceding that January 1st; and, worked or been paid for as if worked and 1768 hours during those twelve (12) months of employment.

(C) Respecting newly hired officers, they shall earn vacation for the period between their date of hire to and including the next December 31st in accordance with Appendix D, paragraph II. The parties specifically agree that vacation leave time and applicable increases per Appendix D shall cause entitlement and use of vacation days in the calendar year following the longevity anniversary date. For purposes of clarification, it is agreed that when an officer completes his first, third, fifth, tenth, fifteenth, twentieth, or twenty-fifth year of service, the entitlement and use of such vacation days begins on January 1st of the following calendar year and he shall be eligible to receive the additional vacation benefits set forth in Appendix D.

(D) The term “(hours) worked or ... paid for as if worked” as used above means any hour actually worked (exclusive of any overtime credit or premium computations) and any hour not worked for which the officer received pay directly from the Employer for that hour (e.g. paid holidays, paid vacation,

paid leave) and any absence from work because of a compensable injury (to a maximum of forty (40) hours per week).

### **9.3 Vacation Scheduling**

(A) Requests for specific vacation periods received prior to February 1<sup>st</sup> will be given precedence over all requests made at later dates and will be considered on the basis of seniority as defined in Article X within their respective division, shift, job classification (Sergeant/Detective/Evidence Technician/Patrol Officer).

(B) Request for vacation periods received after February 1<sup>st</sup> will be considered on a first-come, first-served basis for available dates only after the available dates have been offered to pre-February 1<sup>st</sup> requests that were initially denied. All vacation periods shall be subject to the approval of the Chief of Police or his designee and shall be for dates after the vacation is earned but prior to the expiration of the following calendar year.

(C) Once a vacation list has been approved and posted, it is binding on the Employer except for good cause shown. Vacation time shall not be assigned by the Employer.

Vacation shall be used in four hour increments, subject to the approval of the supervisor. Effective January 1, 2013, Officers working a shift, up to and including nine (9) hours, shall be charged either 4 hours for a half day of vacation or 8 hours for a full day of vacation benefit time taken for a vacation day.

(D)

### **9.4 No Accumulation**

In accordance with the City Code, vacations shall not accumulate from one calendar year to the next. Provided, however, an officer may request to convert up to a maximum of forty (40) vacation hours to forty (40) personal hours by submitting a written request to the Deputy Chief of Administrative Services by January

15th. All personal days so converted must be used during the succeeding calendar year in accordance with Section 12.4.

### **9.5 Computation of Vacation Entitled Upon Separation from Service**

When an officer who is a member of the bargaining unit covered under the terms of this Agreement quits, retires or dies, he or his beneficiaries, if any, shall be entitled to compensation for all accrued vacation days earned. This compensation shall be paid according to the current practice of the parties taking into consideration the vacation benefits under this Agreement.

## **ARTICLE X**

### **SENIORITY**

#### **10.1 Definition of Seniority**

(A) For the general purpose of this Agreement, departmental seniority shall be the accumulation of continuous paid service with City of Springfield commencing on the date of original appointment thereto.

(B) In all cases of civil service rank of sergeant or above, seniority shall be determined by date of appointment to such rank. If more than one person is appointed on the same day, the person occupying the higher position on the Civil Service appointment list shall have the greater seniority.

(C) Seniority for officers assigned to the Criminal Investigations Division shall be calculated based on the officer's most recent appointment to the position of Detective regardless of the Division, Section, or Unit of assignment when appointed.

(D) Seniority for officers assigned to the Criminal Investigations Division shall be calculated based on the officer's most recent appointment to the position of Evidence Technician regardless of the Division, Section, or Unit of assignment when appointed.

(E) Except as otherwise provided herein seniority for promotion and other purposes is within the control and jurisdiction of the Civil Service Commission.