

Article XXII
ADJUTANT GENERAL
(Most Current Contract as of 2020)

- 22.1. Employees of the Department of the Adjutant General shall be permitted to swap shifts under the following conditions:
- a. The Employer will not be obligated to pay overtime due to a swap.
 - b. The employer is not required to keep a record of the substitute work, in accordance with 29 CFR 553.31(c).
 - c. Employees shall arrange the swap so the Employer is notified in advance of the date, individuals, and shifts involved, so that approval may be granted.
 - d. Swaps maybe scheduled no more than 6 months from date of request.
 - e. Employees shall not swap more than 5 shifts in one month.
 - f. Employees shall assume all duties of the individuals swapping.
 - g. Employees shall remain current with required training.
 - h. Swaps shall be limited to one of the following:
 1. Swaps between Shift Captains (State Firefighter III) and Lieutenants (State Firefighter II).
 2. Swaps between Lieutenants and Lieutenant Qualified State Firefighter I.
 3. Swaps between Firefighters (State Firefighter I) and Qualified Firefighter Trainees (State Firefighter Trainee).
- 22.2. Fire Protection employees may request compensatory time off at the rates specified in Article 8.2.b in lieu of overtime pay and in accordance with the following:
- a. Fire Protection employees may accumulate up to fifty-three (53) hours of compensatory time.
 - b. The maximum allowable compensatory time accrued of fifty-three (53) hours may be exceeded by mutual agreement between the employee and the Employer.
 - c. All accrued compensatory time must be taken within one (1) year from the date the compensatory time is earned. Except as required by law, accrued compensatory time shall not be paid.
 - d. All compensatory time off will be taken at a mutually agreed time and shall not be unreasonably denied.

- 22.3. Holiday pay - state firefighters shall receive 10 hours 36 minutes of compensation for holiday pay.
- 22.4. State Firefighters in the bargaining unit shall be entitled to the following leave provisions, which shall be administered in accordance with the terms outlined in Article XI:
- a. Firefighters shall be entitled to sick dependent leave at the rate of seventy-two (72) hours per fiscal year.
 - b. Firefighters shall be entitled to bereavement leave at the rate of seventy-two (72) hours per occurrence for immediate family members as defined by Article 11.2.2.
 - c. Firefighters shall be entitled to bonus leave at the rate of forty-eight (48) hours for using twenty-four hours or less of sick leave per fiscal year and appropriate fractions thereof.
 - d. This provision shall remain in effect as long as the current basic work period is in effect.
- 22.5. Full-time Fire Fighters in the bargaining unit shall be entitled to annual leave with full pay in accordance with the provisions of Article X and based on the formula given below:

Continuous Years Worked	Days Accrued per Month	Hours Accrued Per Year	Maximum Accrual
0 through 1	1 day	127 hrs, 12 minutes	127 hrs, 12 minutes
2 through 8	1 ¼ days	159 hrs	339 hrs, 12 minutes
9 through 15	1 ½ days	190 hrs, 48 minutes	402 hrs, 48 minutes
16 through 20	1 ¾ days	222 hrs, 36 minutes	466 hrs, 24 minutes
21 plus	2 days	254 hrs, 24 minutes	530 hrs

- a. For the purposes of calculating leave time, one day is equal to 10 hours and 36 minutes; 1 ¼ days = 13 hours and 15 minutes; 1 ½ days = 16 hours; 1 ¾ days = 18 hours, 30 minutes; and 2 days = 21 hours, 12 minutes.
- b. This provision shall remain in effect as long as the current basic work period is in effect.

22.6. Full-time Fire Fighters in the bargaining unit shall be entitled to sick leave in accordance with the provisions of Article XI and based on the formula given below:

Continuous Years Worked	Days Accrued per Month	Hours Accrued per Year	Maximum Accrual
0 through 8	1 $\frac{1}{4}$ days	159 hours	954 hours
9 through 15	1 $\frac{1}{4}$ days	159 hours	1,113 hours
16 plus	1 $\frac{1}{4}$ days	159 hours	1,272 hours

- a. For the purposes of calculating leave time, 1 $\frac{1}{4}$ days = 13 hours and 15 minutes.
- b. This provision shall remain in effect as long as the current basic work period is in effect.

22.7. Notwithstanding any other rule to the contrary, when a State Firefighter is assigned to perform the duties of a higher-level position for a period of four (4) consecutive shifts or more, the State Firefighter shall be paid at the higher-level salary grade at the start of the fifth shift.

22.8. The Parties agree to establish a Labor Management Committee for the State Firefighters covered by this Article. The Committee shall be made up of an equal number of Firefighter members appointed by the Association and Firefighter Administrators.

The Committee shall meet at least quarterly on days and at times that are mutually agreeable to the Association and the Employer, unless the Association and the Employer mutually agree to postpone.

22.9 Notwithstanding Article 6.1.3; Average work week, will be based upon an average 56- hour tour of duty. This is based on 53 hours of scheduled regular time, and three hours of scheduled overtime. In accordance with the Master Cooperative Agreement (MCA) Appendix 24 section 2405(b)(1) and section 2406(d). Should the MCA change, hours reflected herein shall be commensurate with the MCA, unless otherwise negotiated.

22.10 Notwithstanding Article 10.13, fire protection employees will define fifteen (15) days to be one hundred sixty-eight (168) hours.