

**Article 11 VACATION**

**§ 11.1 Vacation Eligibility**

**§ 11.1.1** All unit members in the bargaining unit shall earn paid vacation time under this Article. A full-time, twelve (12) month unit member is entitled to vacation, based on his/her date of employment, with pay as follows and maximum accrual of vacation days modified as follows:

| Length of Service                  | Earned Days/Vac. | Max. Accrual Vac. Days | Monthly Hours Accrued |
|------------------------------------|------------------|------------------------|-----------------------|
| One (1) Month thru Three (3) Years | 12               | 24                     | 8.00                  |
| Four (4) Years                     | 13               | 26                     | 8.67                  |
| Five (5) Years                     | 14               | 28                     | 9.33                  |
| Six (6) Years                      | 15               | 30                     | 10.00                 |
| Seven (7) Years                    | 16               | 32                     | 10.67                 |
| Eight (8) Years                    | 17               | 34                     | 11.33                 |
| Nine (9) Years                     | 18               | 36                     | 12.00                 |
| Ten (10) Years                     | 19               | 38                     | 12.67                 |
| Eleven (11) Years                  | 20               | 40                     | 13.33                 |
| Twelve (12) Years and Thereafter   | 22               | 44                     | 14.67                 |

**§ 11.1.2** A unit member who is employed for less than a full fiscal year is entitled to the prorated number of days of vacation.

**§ 11.1.3** New unit members are ineligible to take any earned vacation until such unit member has completed six (6) months of service. After completion of the initial six (6) months of employment, earned vacation becomes a vested right and may be taken at any time with the approval of the supervisor.

**§ 11.2 Accumulation**

**§ 11.2.1** The purpose of vacation is to serve as a period of rest and relaxation. When it is properly scheduled and utilized, vacation serves the interest of both the employees and the District. Unit members are expected to utilize accrued vacation in a timely manner in coordination with their own needs and needs of the District. In the rare instance when it is deemed that the needs of the District take priority over those of the individual, the District's needs shall prevail.

**Article 11 VACATION (Continued)**

**§ 11.2 Accumulation (Continued)**

§ 11.2.2 No unit member shall accumulate more than the maximum number of days of vacation as indicated in Section 11.1.1, Vacation Eligibility. A unit member reaching the maximum number of days of vacation as indicated in Section 11.1.1 will cease to accrue any further vacation until his/her vacation balance is reduced below the maximum. Any vacation that a unit member fails to accrue under this section will be placed in the Catastrophic Leave Bank. A report on the activity of the Catastrophic Leave Bank will be provided to the SEIU President quarterly.

§ 11.2.3 If a unit member is not permitted by the District to take any part of his/her vacation which causes the unit member to exceed the maximum accumulation, the unit member may request in writing cash payment for earned vacation days in excess of the maximum accumulation.

§ 11.2.4 Unearned vacation time may be granted in advance under unusual or special circumstances with approval of the unit member's supervisor and the appropriate Vice President.

§ 11.2.5 All unit members shall receive written notification of accumulated vacation days. Said notice shall remind unit members of the maximum vacation accumulation allowable.

§ 11.2.6 Upon returning from any vacation the employee will complete and submit a Notice of Absence (NOA) to his/her Supervisor within ten working days for confirmation of actual vacation time taken. The Supervisor will approve and forward this form to Human Resources within ten working days. Revisions to NOAs for vacation shall follow guidelines in section 12.17.1: Monitoring Absences.

**§ 11.3 Holidays During Vacation**

§ 11.3.1 When a holiday falls during the scheduled vacation of any bargaining unit member, such unit member shall be granted an additional day's vacation and pay for each holiday falling within that period.

**§ 11.4 Scheduling of Vacation**

§ 11.4.1 The District shall consider all vacations of at least forty (40) hours in duration that are requested at least sixty (60) days in advance, and in writing, to be considered priority vacations over other pending vacation requests, and the employee will receive a written approval or denial of such requests within seven (7) calendar days from the date it is received by the supervisor. If mutual agreement is not reached on the priority request then it shall be reviewed by the component administrator for resolution.

**Article 11 VACATION (Continued)**

**§ 11.4 Scheduling of Vacation (Continued)**

**§ 11.4.2** Vacation requests not of a priority nature and/or requested in writing less than sixty (60) days in advance shall be submitted to unit member's immediate supervisor or department head at least two (2) weeks in advance of the date for which the vacation time is scheduled, except as otherwise approved by the Supervisor. The employee will receive a written approval or denial of such requests within two (2) working days from the date it is received by the supervisor.

Vacation requests shall be granted, unless doing so would disrupt the department's ability to provide acceptable service.

**§ 11.4.3** Vacation may, with the approval of the immediate supervisor or department head, be taken at any time during the school year, provided that less than twelve (12) months unit members shall take their vacation during their scheduled work year. Unit members scheduled to work on school days only shall not be allowed to use vacation during scheduled work days but shall, instead, be paid off for accumulated vacation once a year.

**§ 11.4.4** Notwithstanding the notice provisions of Section 11.4.2, Scheduling of Vacation, with the approval of his/her Supervisor, a unit member may use a portion of his/her vacation time for personal business.

**§ 11.4.5** The District may direct that accumulated vacation time be used prior to separation from employment, except in cases of layoff or lack of work or lack of funds.

**§ 11.5 Vacation Postponement**

**§ 11.5.1** If a unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with the vacation dates available at that time.

**§ 11.5.2** Vacation time, once granted, shall not be revoked except in unforeseeable emergencies. In the event of revocation, the District shall reimburse the unit member for non-refundable verifiable financial losses sustained as a result.

**§ 11.6 Interruption of Vacation**

**§ 11.6.1** A unit member shall be permitted to interrupt or terminate vacation in order to take a bereavement leave, jury duty leave or sick leave if hospitalization is involved, without a return to active service provided the unit member provides adequate evidence of the basis for such other leave.

**Article 11 VACATION (Continued)**

**§ 11.7 Vacation Pay**

**§ 11.7.1** Pay for vacation days for all unit members shall be the same as that which a unit member would have earned had he/she been in a working status.

**§ 11.8 Vacation Pay Upon Termination**

**§ 11.8.1** When a unit member is terminated for any reason, he/she shall be entitled to all pay earned and accumulated up to and including the effective date of termination.

**§ 11.8.2** If any unit member is terminated and has been granted vacation which was not yet earned at the time of termination of his/her services, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.

**§ 11.9 Vacation Pay-Off**

**§ 11.9.1** Unit members who are scheduled to work on school days only shall be paid off for accumulated vacation once at the end of each school year.