

## **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. Unit members are entitled to vacation, based on their 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 One (1) Years	12	24	8.00
Two (2) Years	13	26	8.67
Three (3) Years	14	28	9.33
Four (4) Years	15	30	10.00
Five (5) Years	16	32	10.67
Six (6) Years	17	34	11.33
Seven (7) Years	18	36	12.00
Eight (8) Years	19	38	12.67
Nine (9) Years	20	40	13.34
Ten (10) Years and Thereafter	22	44	14.67

**§ 11.1.2** A part-time unit member is entitled to the prorated number of days of vacation based on their FTE.

**§ 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 unit members 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.

The unit member may utilize accrued vacation and/or CTO for any type of absence. If the unit member wishes to charge absences to vacation and/or CTO that would otherwise be eligible for Sick Leave usage, this can be accomplished by checking the appropriate box on the Notice of Absence Form (i.e. Vacation as Sick Leave Usage or Compensatory Time (CTO) as Sick Leave Usage.)

## **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 their 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.

Effective July 1, 2020 through December 31, 2022, all unit members who exceed their maximum vacation accruals will have any overages credited as PTO, rather than being placed in the Catastrophic Leave Bank. Effective January 1, 2023, the previous practice of vacation overages being credited to the Catastrophic Leave Bank will resume.

Vacation accrual overages credited as PTO during this period must be used prior to separation from the District, or by June 30, 2026; otherwise, this time will expire without remuneration.

**§ 11.2.3** If a unit member is not permitted by the District to take any part of their 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. The District will notify (by email or other electronic means) unit members who are within six and three months of reaching their maximum accumulation of vacation.

**§ 11.2.6** Upon returning from any vacation, the unit member will complete and submit a Notice of Absence (NOA) to their Supervisor within ten working days for confirmation of actual vacation time taken. The Supervisor will approve the NOA 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, the holiday reduces the amount of vacation time which is needed to be claimed within that period.

## Article 11 VACATION (Continued)

### § 11.4 Scheduling of Vacation

**§ 11.4.1** Vacation requests of five (5) working days or greater in duration shall be submitted in writing to a unit member's immediate supervisor at least ten (10) working days in advance of the date for which the vacation time is requested, except as otherwise approved by the supervisor. The supervisor will respond in writing to approve or deny vacation requests within four (4) working days.

Vacation requests of fewer than five (5) days in duration shall be submitted in writing to a unit member's immediate supervisor at least five (5) working days in advance of the date for which the vacation time is requested, except as otherwise approved by the supervisor. The supervisor will respond in writing to approve or deny vacation requests within two (2) working days.

If a supervisor denies a vacation request, the unit member may appeal the decision in writing within (2) working days to the next level supervisor, with the final appeal being made to the Component Administrator of the area.

<b>Vacation Duration</b> <i>(Total length of requested time off)</i>	<b>Minimum Notice</b> <i>(Unit Member's advance written request to supervisor)</i>	<b>Approvals Given</b> <i>(Supervisor's written response to Unit Member)</i>	<b>Appeal, if denied</b> <i>(Unit Member's written appeal to next level supervisor)</i>
fewer than 5 days (standard)	5 working days	2 working days	2 working days
5 days or greater (extended)	10 working days	4 working days	2 working days

**§ 11.4.2** 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) month unit members shall take their vacation during their scheduled work year. Unit members scheduled to work on school days shall be allowed to use accrued vacation in lieu of sick leave or personal necessity during scheduled work days and shall be paid off for accumulated vacation once a year.

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

## **Article 11 VACATION (Continued)**

### **§ 11.5 Vacation Postponement**

**§ 11.5.1** If a unit member's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their 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.

### **§ 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 they been in a working status.

### **§ 11.8 Vacation Pay Upon Termination**

**§ 11.8.1** When a unit member is terminated for any reason, they 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 their 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.