

ARTICLE XVI

VACATION

1.0 An employee shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with paragraph 1.1. Active service means all of the time for which pay is received, excluding overtime.

1.1 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

<u>Employee's Years of Service</u>	<u>Vacation Accrual Factor Based on 40 hour Workweek</u>		<u>Employee's Hours of Paid Status Exclusive of Overtime</u>	<u>=</u>	<u>Employee's Hours of Accrued Vacation</u>
Less than 4 years	.03846				
14 or more years but less than 15	.05770				
15 years but less than 16	.06155	X			
16 years but less than 17	.06539				
17 years but less than 18	.06923				
18 years but less than 19	.07308				
19 years or more	.07693				

For example, a full-time twelve (12) month employee will accrue vacation annually as follows:

1 through 4 years	10 days
5 through 15 years	15 days
16 years	16 days
17 years	17 days
18 years	18 days
19 years	19 days
20 years	20 days

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1.2 The vacation accrual factor for employees assigned a regular workweek of less than forty (40) hours during the first four (4) years of service shall be:

37.5 hours but less than 40 hours04087
35 hours but less than 37.504379
less than 35 hours03846

During subsequent years of service vacation accrual shall be at the rate of the forty (40) hour workweek above.

1.3 A "year of service" for the purpose of this Article shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

1.4 Upon separation from employment, a permanent employee shall be entitled to lump sum compensation for all earned and unused vacation time.

1.5 Vacations may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty, or military leave.

1.6 Except as set forth in 1.13 below, in computing pay for vacation, all applicable salary differentials shall be included and vacations shall be paid at the base salary rate in effect at the time the vacation is taken.

1.7 If an employee's vacation is scheduled during a period when he/she is on leave due to illness, industrial injury/illness, subpoena, bereavement, or military leaves or jury duty, he/she may request that his/her vacation date be changed.

1.8 No employee shall be permitted to accumulate accrued vacation in an amount greater than that which the employee earns in eighteen (18) pay periods (the employee's "vacation cap amount"). Once the employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee uses vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount. All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount."

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1.9 Employees are expected to take their vacation each year at any time or times approved by the appropriate supervisor. At the District's discretion, an employee's appropriate administrator or designee may require employees to provide the administrator with a proposed vacation usage schedule which schedules vacation for the school year in an amount necessary to assure the employee will not exceed the vacation cap amount. Vacation requests shall be approved or denied in writing by the Department within seven (7) working days of receipt of the vacation request. If employees in the same classification submit requests for vacation that result in a scheduling conflict (i.e., all requests cannot be granted), the employee with the greatest seniority in that classification shall be given preference, provided that this provision regarding seniority governing applies only to requests for vacation during the current or next pay period. Vacation requests that have been approved shall not be superseded by any subsequent request of another employee. Employees may be required to use accumulated vacation earned in prior years at any time approved by the appropriate supervisor. Once an employee's vacation schedule or request is submitted and approved pursuant to the above, no change can be made by the employee without submission and approval of an alternative vacation schedule for the date(s) in question.

1.10 After an employee's vacation has been approved by the appropriate supervisor, no change will be made without ten (10) days prior notice to the employee unless previously unforeseen circumstances would cause such absence to significantly interfere with the operations of the Department whereby such notice will be given as soon as practicable. For an employee so affected a reasonable effort will be made to reschedule the vacation at another time convenient to the employee pursuant to Section 1.9 above. Requests by employees to cancel approved vacation shall be submitted in writing and approved by the Department.

1.11 An employee that is prevented or prohibited from taking vacation previously approved by the employee's appropriate administrator shall be permitted to exceed by that amount the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's vacation accumulation below the vacation cap amount. However, such relief from the vacation cap amount must first be pre-approved in writing by the Superintendent or designee.

1.12 The District shall be permitted (but not required) to schedule and require employees to take vacation under the following circumstances:

- a. When the employee fails to provide an annual vacation schedule per 1.9 above;

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b. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount as provided in 1.8 above;

c. The District may prohibit unit members from scheduling or taking vacation during periods when students are in session. “When students are in session” shall be defined as “periods other than winter, spring, and summer recess periods and during other periods when students are not in attendance for ADA purposes”. Such denials shall not be unreasonable or without justification.

An employee may grieve the denial of a vacation request as unreasonable or without justification. At the option of the employee, such a grievance shall proceed directly to Step III of the Grievance Procedure, Article V, Section 11.0.

1.13

a. Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described 18 pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total annual vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with their 1994 accrual bank as vested to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

b. In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District, including vacation hours used during 1994-95, that employee shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 accrual bank annually at the end of the fiscal year.

c. The amount of vacation from the 1994 accrual bank which may be utilized by an employee during any school year shall be limited to twenty (20) days. This limitation shall include vacation used in lieu of half-pay illness pursuant to Article XII, Section 11.5. Exceptions may be made at the sole discretion of the District, but must be pre-approved in writing by the Superintendent or designee.

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1.14 Except as set forth in 1.13 above with respect to the employee's 1994 accrual bank, upon separation from service, the dollar value of the employee's vacation balance shall be paid in a lump sum at the employee's salary rate at the time of such separation (pursuant to 1.6 above).