

ARTICLE 13 - VACATION PLAN

13.1 Eligibility: All unit members shall earn paid vacation time from the date of hire. Vacation benefits are earned and credited on an annual basis as of July 1. Unit members shall be entitled to take vacation leave after the completion of six (6) months of service.

A bargaining unit member, upon completion of three months of service, may request in writing permission to use accumulated vacation time due to extenuating circumstances, with the understanding that in the event of permanent separation from the district, with less than six months of service, this vacation time will have been unvested, as per Article 13.5 and will be deducted from the employees final paycheck as per Article 13.5.1.

13.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted with the approval of the immediate supervisor within the fiscal year in which it is earned. If the unit member is not permitted to take his full annual vacation, the amount not taken shall be accumulated for use in the next year or may be paid in cash at the option of the District. At no time can an employee carry a balance of more than 100 hours from one fiscal year to the next (July 1 thru June 30).

13.3 Accumulation: Vacation time shall be earned and accumulated on a fiscal year basis in accordance with the following schedule:

13.3.1 0-6 consecutive years of employment with the District: vacation shall be earned and accumulated at the rate of 1.25 workdays (Article 8.11), per month of service.

13.3.2 7-15 consecutive years of employment with the District: vacation shall be earned at the rate of 1.5 workdays per month of service.

13.3.3 16-20 consecutive years of employment with the District: vacation shall be earned at the rate of 1.67 workdays per month of service.

13.3.4 21 or more consecutive years of employment with the district: vacation shall be earned at the rate of 1.83 workdays per month of service.

13.4 Vacation Pay:

13.4.1 Pay for vacation days for unit members shall be the same as that which the unit member would have received had he/she been in a working status.

13.4.2 Vacation time shall be scheduled in increments of least two (2) hours.

13.5 Vacation Pay Upon Termination: When a unit member of more than six (6) months of service is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to the effective date of the termination. Unit members terminated with less than six (6) months of service shall not receive accumulated vacation pay.

13.5.1 Upon termination or resignation any bargaining unit members that exceeds or utilizes excessive vacation leave the District shall deduct over payment from the employees final pay warrant.

- 51 13.6 Vacation Postponement: If a unit member's vacation becomes due during a period  
52 when he/she is on leave due to illness or injury, he/she may request that his/her  
53 vacation date be changed and the District may grant such request in accordance with  
54 vacation dates available at that time. A medical doctor's statement shall be required for  
55 verification.  
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- 57 13.7 Holidays: When a holiday falls during the scheduled vacation of any unit member, such  
58 unit member shall be paid for each holiday falling within that period and such holidays  
59 shall not be charged against vacation leave.  
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- 61 13.8 Vacation Scheduling:  
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- 63 13.8.1 Employee vacations must be scheduled in advance and will be scheduled in  
64 accordance with the operational needs of the District. When possible, the  
65 preference of the individual will be given first consideration, but a request for a  
66 preferred schedule may be denied if operational needs prevail. Unit members  
67 assigned to the same office may be required to take different vacation times.  
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- 69 13.8.2 If there is any conflict between unit members who are working on the same or  
70 similar operations as to when vacations shall be taken, the unit member with  
71 the greatest seniority shall be given his/her preference.  
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- 73 13.8.3 Employees who work less than twelve (12) months a year, and whose positions  
74 are scheduled around student attendance school days (instructional aides, food  
75 service workers, school office clerical staff) will use non-elective vacation  
76 workdays during the annual December/January winter and spring breaks.  
77 Days not observed as classified holidays during these times will be treated as  
78 vacation days.  
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- 80 Any employee earning more vacation work days than are used during the  
81 traditional breaks described above shall at their discretion; receive payment at  
82 the close of the school year; continue to accrue year to year up to the carryover  
83 limit in section 13.2; or take time off during the year.  
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- 85 13.8.4 Supervisors shall approve or deny a request for vacation leave within five (5)  
86 working days of receipt of the employee's request.  
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- 88 13.9 Interruption of Vacation: A unit member with six (6) months or more of service may be  
89 permitted to interrupt or terminate vacation leave in order to begin another type of paid  
90 leave provided by this Agreement without a return to active service, provided the unit  
91 member supplies notice and supporting information regarding the basis for such  
92 interruption or termination.  
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- 94 13.10 Notice of Accrued Vacation: The District will annually notify unit members of accrued  
95 vacation leave between July and September.