

**ARTICLE 8: VACATIONS**

**8.100 Computation of Vacation Allowance**

8.110 Regular unit members shall earn one day of paid vacation for every twenty-one (21) days of paid service during their first year of service. Advancement on the schedule below is based on original date of hire in the District amended by any breaks in service. Vacation benefits are awarded at the beginning of consecutive years of District service.

Years of Service	Days of Vacation				
	9 ½ mo.	10 mo.	11 mo.	11 ½ mo	12 mo.
1-5	9.5	10	11	11.5	12
6-7	10.5	11	12	12.5	13
8-9	11.5	12	13	13.5	14
10-11	12.5	13	14	14.5	15
12	13.5	14	15	15.5	16
13	14.5	15	16	16.5	17
14	15.5	16	17	17.5	18
15	16.5	17	18	18.5	19
16-24	17.5	18	19	19.5	20
25	25	25	25	25	25

8.120 If a holiday, as defined in Section 9.110 herein, occurs during the unit member’s paid vacation period, such holiday shall not be deducted from the individual’s vacation allowance.

8.130 An employee on vacation shall be paid the same compensation including premium rates if applicable, as the employee would receive on a regular workday, excluding overtime.

8.140 A regular unit member shall be granted one day of vacation in the school year in which the unit member used no leave as specified in Section 6.100 and/or Section 6.400 of this Agreement.

**8.200 Eligibility for Vacation Allowance**

8.210 Except when the District mandatorily schedules vacation periods, vacation benefits may be taken only after being earned.

8.220 Regular part-time unit members shall be entitled to prorated vacation benefits based on the number of regular hours worked, excluding overtime.

**8.300 Scheduling**

8.310 The appropriate District manager shall approve and schedule vacations for unit members.

8.320 The scheduling process shall reflect a cooperative effort between unit members and the District to serve the best interests of both parties; however, the District reserves the right to schedule vacations in order to meet the needs of the District.

8.325 District supervisors shall not require 12 month unit members to utilize vacation days on days not requested by the unit member subject to the following: 1) In the event a conflict occurs between the scheduling requests of the unit member and the operational needs of the District, the supervisor shall seek an alternate date or dates from the unit member to schedule mutually acceptable vacation days. 2) In the event that agreement cannot be reached between the unit member and the immediate supervisor, the second level supervisor shall make the final decision.

- 8.330 No vacation shall be taken, or paid to unit members until after six months of employment
- 8.335 Unit members terminated prior to completion of their probationary period are not entitled to compensation for accrued vacation credits.
- 8.340 No unit member may use earned vacation benefits without receiving prior approval from the appropriate District supervisor.
- 8.350 Twelve-month unit members may request to take their earned vacation at any time provided that prior approval is obtained, and provided further that the scheduling will not have an adverse impact upon the educational program or the operations of the District.
- 8.360 Unit members on a work schedule of 9-1/2 months, 10 months, 11 months, or 11-1/2 months shall have vacation periods scheduled by the District during the student fall, winter and spring vacation periods.
- 8.370 Hire-date seniority shall be used to resolve conflicts in the scheduling of vacations for unit members working in the same school or department.
- 8.380 Vacation shall be taken in no less than quarter (1/4) hour increments.

**8.400 Accumulation of Vacation Benefits**

- 8.410 Following the initial probationary period, unit members who continue in the employ of the District accrue up to a maximum of one (1) and one-half (1/2) years of vacation credit.
- 8.420 Vacation may, with the approval of the District, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District.
- 8.430 Unit members on a work schedule of less than twelve (12) months shall be compensated for any unused vacation credits after conclusion of the fiscal year.
- 8.440 Unit member shall be permitted to interrupt or terminate vacation leave in order to begin personal illness leave (Section 6.100) or bereavement leave (Section 6.200). The District may request verification of the unit member's illness by a physician or licensed health advisor. A copy of the death certificate or other means of verification may be requested by the District to verify bereavement leave.
  - 8.441 Extensions to the unit member's vacation pursuant to Section 8.440 must be approved and scheduled by the immediate supervisor.

**8.500 Effect of Termination**

- 8.510 The termination date of a unit member separating from the classified service shall be the last day worked.
- 8.520 Earned and accumulated vacation credit shall be compensated for at the unit member's regular rate of pay at the time of separation.
- 8.530 A unit member who resigns or is terminated shall receive compensation of up to a maximum of one (1) year's accumulated and unused vacation entitlement.