

ARTICLE XI: VACATION PLAN

11.1 **Eligibility** - All employees in the Bargaining Unit shall earn paid vacation time under this Article. Vacation benefits are earned on a monthly basis.

11.2 **Accumulation** - Vacation time shall be accumulated on a monthly basis in accordance with the following schedules and shall be prorated based on FTE:

11.2.1 **Twelve-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	12	96	8.00
Six years through ten years (5.0-9.99)	16	128	10.67
Eleven years through fifteen years (10.0-14.99)	19	152	12.67
Sixteen years and above (15.0+)	20	160	13.34

11.2.2 **Eleven-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	11	88	8.00
Six years through ten years (5.0-9.99)	15	120	10.91
Eleven years through fifteen years (10.0-14.99)	18	144	13.10
Sixteen years and above (15.0+)	19	152	13.82

11.2.3 **Ten-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	10	80	8.0
Six years through ten years (5.0-9.99)	14	112	11.20
Eleven years through fifteen years (10.0-14.99)	17	136	13.60
Sixteen years and above (15.0+)	18	144	14.40

11.2.4 **Nine-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	9	72	8.0
Six years through ten years (5.0-9.99)	13	104	11.56
Eleven years through fifteen years (10.0-14.99)	16	128	14.23
Sixteen years and above (15.0+)	17	136	15.12

11.3 **Vacation Pay** - Pay for vacation days for all Bargaining Unit employees, shall be the same as that which the employee would have received had they been in working status.

11.4 **Vacation Pay Upon Termination** - Upon termination from the College District, the employee shall be entitled to compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in the Bargaining Unit shall not be entitled to such compensation.

11.5 **Vacation Postponement**

- 11.5.1 A Bargaining Unit employee may postpone or interrupt their vacation in case of personal illness or injury, and shall be placed on sick leave. The employee may elect to have their vacation rescheduled. Any employee requesting a postponement or interruption of their vacation shall provide the College District with a written statement by a licensed physician after a one (1) day leave of absence.
- 11.5.2 If, for any reason, a Bargaining Unit employee is not permitted to take all or any part of their annual vacation, they shall suffer no loss of accumulated days.

11.6 **Vacation Carry-Over**

- 11.6.1 Employees anticipated to have more than forty (40) days of accumulated vacation at the end of the fiscal year will be required by their administrative supervisor to reduce the balance to forty (40) days or less of accumulated vacation by June 30th of the current fiscal year. Such employees must meet with their supervisor to develop a vacation plan to reduce their vacation balance by the end of the fiscal year so as not to exceed 40 days on June 30. The approved vacation plan must be entered into the College District's time management system. Any disputes arising out of this section may be brought to the Employer/Employee Relations Committee (EERC).
- 11.6.2 **Vacation Buyout** – Any classified Bargaining Unit Member with an excess of 40 days (320 hours) of carry-over vacation leave will be paid out for those hours exceeding 320 hours of carry-over leave. The payout will be made on the July paycheck, or by alternate arrangement.

- 11.7 **Holidays** - When a holiday as agreed upon in Section 10.1 falls during the scheduled vacation of the Bargaining Unit employee, the holiday shall not be counted as a vacation day.

11.8 **Vacation Schedule**

- 11.8.1 Bargaining Unit employees who request a planned vacation shall do so by submitting a Vacation Request to the employee's supervisor for approval a minimum of one (1) week prior to the first day of the requested vacation. The immediate supervisor or designee shall respond to the vacation leave request with attention to time-sensitive issues. Vacation request approvals shall not be unreasonably delayed by the approving administrator. Pursuant to Education Code 88197, Subsection (F) and (G), newly hired Bargaining Unit Employees may be granted vacation within the first six (6) months of employment, even though not a vested right at the time the vacation is taken. If an employee is terminated and had been granted vacation which was not a vested right at the time of termination of their services, the District shall deduct the vacation from their final pay warrant. Bargaining Unit Employees may request vacation after six (6) months of employment. Normally, the maximum amount that will be allowed at any one time is twenty (20) working days.
- 11.8.2 Vacations for twelve (12) month Bargaining Unit employees shall be scheduled at time requested, so far as possible, within the College District's work requirements.
- 11.8.3 Regular vacation time for nine (9), ten (10), and eleven (11) month employees shall be determined by the college calendar, or by mutual agreement between the employee and their immediate supervisor. Additional vacation days granted

for longevity shall be scheduled in accordance with section 11.8.2.

11.9 **Priority Considerations**

11.9.1 Priority consideration shall be provided to any Bargaining Unit employee who has filed a vacation request six (6) months prior to the desired vacation dates.

11.9.2 When two (2) or more Bargaining Unit employees request the same vacation period and the supervisor has determined that all requested vacations may not be granted, the following procedure shall be implemented:

11.9.2.1 The immediate supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.

11.9.2.2 If the employees cannot resolve the conflict, the immediate supervisor shall grant the vacation to the employee with the most Bargaining Unit seniority.

11.9.2.3 Once an employee has been granted priority consideration, they shall not again be granted priority consideration until all members of the department have exercised their option to be granted priority consideration.

11.10 **Special Vacation** - During the week preceding Easter, special vacation shall be granted to all Bargaining Unit employees in accordance with the following provisions:

11.10.1 The College District shall provide all twelve (12) month Bargaining Unit employees with two (2) days of non-accumulative vacation to be used during the Spring Break week.

11.10.1.1 All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of non-accumulative vacation time to be taken at a time mutually agreed upon by the employee and their immediate supervisor.

11.10.2 In conjunction with the two (2) days of special vacation, each employee shall take two (2) days of their accumulated vacation or compensatory time, or shall take time off without pay if they have no other accrued paid leave available, during the same week. The type of leave used shall be designated by the employee.

11.10.3 The College District reserves the right to require a Bargaining Unit employee to work during this week. If a Bargaining Unit Member is required to work, they shall be granted the two (2) days of special vacation at a time during the year which is mutually agreed upon between the employee and their supervisor.

11.11 The College District reserves the right to establish an annual calendar which provides for the closing of the campus during a winter vacation period which includes the holidays of Christmas and New Year's. Except in the case of an emergency, the College District reserves the right to require a Bargaining Unit Member to work a maximum of three (3) days during the time of the established Winter Break. Prior to assigning a Bargaining Unit Member to work during the Winter Break, the supervisor shall request work volunteers from qualified Bargaining Unit Members who possess the requisite skills and job classifications.

11.12 The College District shall provide all twelve (12) month Bargaining Unit Members with two (2)

days of non-cumulative, special winter break vacation to be used only during the established winter break period.

All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of the special non-cumulative Winter Break vacation.

- 11.12.1 Effective with the 2013-14 academic year, the College District shall establish a Winter Break period which shall consist of at least ten (10) weekdays, including regularly mandated holidays.