

Article 8 - Holidays and Vacations - continued

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8.1 Holidays

A Holiday Schedule shall be adopted by the Board of Education yearly. This schedule shall provide for fifteen (15) holidays, to include the following: Independence Day, Labor Day, Veteran's Day, Thanksgiving Holidays (3), Christmas Holiday, New Year's Holiday, Martin Luther King Holiday, Lincoln Holiday, Washington Holiday, Memorial Day Holiday, Juneteenth, and two (2) Local Holidays (to be determined by the Board of Education).

The District will negotiate with CSEA regarding adoption of annual work calendar and holidays.

Employees in the bargaining unit, who are not normally assigned to duty during the Winter Recess or Spring Recess, shall be paid for the holidays occurring in those recess periods if they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period. If any employee works on a holiday designated by this agreement, the employee shall receive his/her regular pay plus one and one-half (1½) times the employee's rate of pay for all hours worked on the holiday.

8.2 Vacation

8.2.1 A full-time bargaining unit member working twelve (12) months per year earns vacation as follows:

8.2.1.1 Until July 1 following completion of the first year of full-time employment, one day vacation per month worked.

8.2.1.2 Commencing July 1 following completion of the first year of full-time employment, additional vacation per year accrual, as follows:

<u>Full Years of Service</u>	<u>Vacation Hours Earned</u>	<u>Vacation Days Earned</u>
1st	96 hrs	12 days
2nd	104 hrs	13 days
3rd	112 hrs	14 days
4th – 5th	120 hrs	15 days
6th – 8th	128 hrs	16 days
9th – 10th	136 hrs	17 days
11th – 14th	144 hrs	18 days
15th – 19th	152 hrs	19 days
20th – 24th	160 hrs	20 days
25th	168 hrs	21 days
26th and more	176 hrs	22 days

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- 8.2.2 Bargaining unit members whose position assignments are less than twelve (12) months per year and regular part-time employees earn vacation on a prorata basis. Substitute, short-term, or limited-term employees do not earn vacation.
- 8.2.2.1 Bargaining unit members will be entitled to one (1) hour of vacation for every twenty-one (21) hours worked during regular summer employment for other than 12-month employees.
- 8.2.3 Bargaining unit members normally will take their vacation during the summer months. However, because of the nature of the workload of certain positions, the Board of Education may specify a vacation period other than the summer months for those positions.
- 8.2.3.1 For employees assigned to the traditional school year, summer months shall be defined as the period between one (1) week after the last day of school and two (2) weeks prior to the first day of school. By mutual agreement between supervisor and employee, a bargaining unit member may be granted vacation during periods other than specified above.
- 8.2.4 A bargaining unit member who is not scheduled to work may request vacation and be paid for non-student, non-work days, and during Winter & Spring Recess periods if s/he has accrued sufficient vacation within his/her regular work year to cover these non-working days. Otherwise, the bargaining unit member will be in a non-pay status during those recess periods. Vacation may not be used to extend the bargaining unit member's work year.
- 8.2.5 Employees are expected to use vacation in the fiscal year in which it is earned. If, because of an emergency or other unusual circumstance, an employee is unable to take vacation, the employee may be compensated for unused vacation time or the vacation time may be carried forward, to be used within four (4) months; at the discretion of the Board of Education.
- 8.2.6 At the discretion of the Board of Education, a bargaining unit member may be granted vacation during the year even though not earned at the time vacation is taken. If a bargaining unit member is terminated and had been granted vacation which was not yet earned at the time of termination of his/her services, the full amount of salary which was paid for such unearned days of vacation taken shall be deducted from the bargaining unit member's severance check.

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8.2.7 Upon separation from service after the initial six (6) months of employment, a bargaining unit member may arrange with his/her supervisor to take earned and unused vacation days immediately prior to his/her separation date, or shall be entitled to a lump-sum compensation for all earned and unused vacation at his/her rate of pay in effect on the day of separation. A bargaining unit member who is terminated prior to completion of six (6) months of employment in regular status shall not be granted such vacation or compensation.

8.2.8 By September 1 each year, or as soon thereafter as practicable, the District will provide to each classified employee a statement of accumulated sick leave and vacation allowance accrued as of the beginning of the current school year.