

Article 22

Vacation

22.1. Members of the bargaining unit shall earn vacation in accordance with the following schedule:

22.1.1. From the first (1st) year through the completion of the sixth (6th) year of service, vacation shall be accrued at the rate of 1.00 day of vacation for each full month of paid service for a maximum yearly accrual of twelve (12) days.

22.1.2. Commencing with the seventh (7th) year through the completion of the eleventh (11th) year of service, vacation time shall be accrued at the rate of 1.333 days of vacation for each full month of paid service for a maximum yearly accrual of sixteen (16) days.

22.1.3. Commencing with the twelfth (12th) year through the completion of the seventeenth (17th) year of service, vacation time shall be accrued at the rate of 1.50 days of vacation for each full month of paid service for a maximum yearly accrual of eighteen (18) days.

22.1.4. Commencing with the eighteenth (18th) year through the completion of the twentieth (20th) year of service, vacation time shall be accrued at the rate of 1.667 days of vacation for each full month of paid service for a maximum yearly accrual of twenty (20) days.

22.1.5. Commencing with the twenty-first (21st) year through the completion of the twenty-fifth (25th) year of service, vacation time shall be accrued at the rate of 1.833 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-two (22) days.

22.1.6. Commencing with the twenty-sixth (26th) year of service, through the completion of the thirtieth (30th) year of service, vacation time shall be accrued at the rate of 2.0 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-four (24) days.

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22.1.7. Commencing with the thirty-first (31st) year of service, vacation time shall be accrued at the rate of 2.25 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-seven (27) days.

22.2. Use of vacation leave is subject to the approval of the immediate supervisor or department head, who shall make a concerted effort whenever practicable. Vacation requests shall not be arbitrarily denied or designated by the immediate supervisor or department head. Use of vacation may be designated by the department head to coincide with school recess schedules. An employee may elect to request such vacation on a voluntary basis to coincide with school recess schedules. Staff development days negotiated by teachers shall be used as service days for classified employees and not be considered a school recess. Except in cases of extreme emergency, the department head shall notify affected staff members of the designation of vacation leave no less than seven (7) calendar days in advance of the date the leave is to commence.

If the employee is not permitted to take vacation leave in the year in which it is earned, it shall accumulate for use in the following year.

The District each year may require that employees with total accrued vacation exceeding 320 hours be compensated in cash for vacation, and schedule annual vacations so as to use each year's accrual by the close of the fiscal year until the total accrued vacation is under the threshold of 320 hours. Requests to accrue a higher balance shall be handled on a case-by-case basis, and the employee must receive prior approval from the Assistant Superintendent of Personnel.

22.3. Upon separation, permanent employees with more than six (6) months of service shall be compensated for all accrued vacation that is not used.

22.4. When an employee is on paid vacation during a period in which he/she would otherwise be scheduled by the department head to work, and a situation occurs which would normally qualify all or part of the period of absence as sick leave, personal necessity leave, bereavement leave, or any other leave with pay, these portions of the employee's absence may be considered as such and charged to the appropriate leave, rather than to vacation leave. The employee shall be responsible for reporting such a situation to the department head as soon as it occurs. The employee shall also be responsible for providing whatever substantiation is required by the provisions of the applicable leave section of this Agreement.