

TA: \_\_\_\_\_ (date)  
 \_\_\_\_\_ (initials)

**ARTICLE 19: VACATIONS**

19.1 ~~**PAID VACATION.** All unit members shall earn paid vacation time under the provisions of this Article.~~

19.2 **PAID VACATION ELIGIBILITY.**

19.2.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.

19.2.2 Probationary unit members shall be eligible to accrue vacation, but earned vacation shall not become a vested right until completion of the initial six (6) months of paid status with the DISTRICT. *After the completion of this six (6) month period, vacation leave earned under the provisions of this Article shall be available to each Unit member.*

19.3 ~~**INCREMENTS.** Vacation shall be taken in increments of not less than one-quarter (1/4) hour.~~

~~19.3.1~~

19.4 **VACATION ACCRUAL FORMULA.**

19.4.1 Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one (1) full-month of employment. Unit members who work less than twelve (12) months per year and/or forty (40) hours per week shall earn vacation on a pro-rated basis per their classified assignment.

19.4.2 Vacation time shall be earned and accrued in hours based on the unit member's longevity date on a monthly basis according to the following schedule:

0 months through 4 years <del>eight and sixty-seventh hours (8.67)</del> <b>9.34 hours</b> per month ( <del>thirteen</del> 13 <del>44</del> vacation days per year)
Beginning 5 years through 10 years <del>ten and sixty-seventh hours (10.67)</del> <b>11.34 hours</b> per month ( <del>sixteen</del> 16 <del>47</del> vacation days per year)
Beginning 11 years through 15 years <del>twelve and sixty-seventh hours (12.67)</del> <b>13.34</b> <b>hours</b> per month (nineteen 19 <del>20</del> vacation days per year)
Beginning 16 years <del>fourteen and sixty-seventh hours (14.67)</del> <b>15.34 hours</b> per month (Twenty-two 22 <del>23</del> vacation days per year)
<i>Beginning 20 years 15.33 hours per month (Twenty-three 23 vacation days per year)</i>
<del>One (1) additional vacation day will be earned effective with the 20<sup>th</sup> year of service</del>
<i>Beginning 25 years 16.00 hours per month (Twenty-four 24 vacation days per year)</i>
<del>One (1) additional vacation day will be earned effective with the 25<sup>th</sup> year of service</del>

19.4.3 **PARTIAL MONTHS.** Vacation earned for partial months worked shall be as follows:

Less than 1 week	25% of a month's entitlement
1 week to 2 weeks	50% of a month's entitlement
More than 2 weeks	100% of a month's entitlement

19.5 **PART-TIME WORKER VACATION ACCRUAL.**

19.4.1 Unit members working less than full time shall earn vacation on a pro-rata basis of the amounts shown in Articles 19.4.2

Less than 40 hours	25% of a month's entitlement
40 hours to 80 hours	50% of a month's entitlement
80 hours or more	100% of a month's entitlement

19.6 **VACATION CAP.** Unit members anticipated to have more than **four hundred and eighty (480)** hours of accumulated vacation at the end of the fiscal year will be required to reduce their balance to less than **four hundred and eighty (480)** hours. Unit members shall meet with their immediate supervisor to schedule time off. ~~In any case where the DISTRICT and the unit member agree that vacation will not be taken in the foregoing manner, the unit member shall receive cash compensation at the unit member's regular rate of pay. The DISTRICT shall pay unit members in cash for all accumulated vacation hours accrued over the cap as of September 1<sup>st</sup> of the given year. Unit members anticipated to have more than four hundred eighty hours (480) hours of accumulated vacation hours at the end of the fiscal year shall be required to schedule sufficient vacation leave during the year to reduce their balance to less than the maximum of four hundred eighty hours (480) hours. Once a unit member reaches four hundred eighty hours (480) hours of accumulated vacation hours, they shall no longer accrue any additional vacation hours until their vacation leave balance has been reduced below the maximum of four hundred eighty hours (480) hours.~~

**AUTOMATIC VACATION CASH-OUT IMPLEMENTATION.** Effective September 1, 2024, and each September 1 thereafter, any unit member with an excess of four hundred and eighty (480) hours of vacation on September 1 of each calendar year will automatically be paid out those hours exceeding the four hundred and eighty (480) hours. The unit member shall receive cash compensation at the unit member's regular rate of pay and payout will be made available on the first available open pay cycle after October 1.

**UNIT MEMBER INITIATED VACATION CASH-OUT.** Once a unit member accrues one hundred and ninety-two (192) hours of vacation pay, the unit member may make a written election to cash-out some or all of the vacation pay that the unit member will accrue in the following calendar year. Such election to cash-out vacation pay must be made by the unit member on or before December 31st of the year prior to the unit member's payout date for the vacation pay being cashed-out. Such election will be irrevocable once made. The payout date for the cashed-out vacation pay will be specified on the cash-out request form, which shall be submitted to Payroll (payroll@sbccd.edu), and must be a date by which the unit member will have accrued in such payout year vacation pay which equals or exceeds the amount of vacation pay which the unit member has elected to cashout. Vacation cashouts shall be paid on the unit members' first available open pay cycle. Vacation pay shall be based upon the unit member's salary at the time the vacation is taken or cashed-out.

~~19.6.1 **VACATION PAYOUT IMPLEMENTATION.** Effective July 1, 2023, any unit member with an excess of 480 hours of vacation will be paid out of those hours exceeding the 480 hours. The unit member shall receive cash compensation at the unit member's regular rate of pay and payout will be made available no later than October 15<sup>th</sup>.~~

19.7 **VACATION PAY.** ~~Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.~~ (reworded and moved to 19.6)

19.8 **STATUS REPORT ON VACATION.** All unit members shall have access to view their individual status report online. The report shall be updated quarterly.

~~19.8.1~~

19.9 **HOLIDAYS (During Vacation).** When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

~~19.9.1~~

19.10 **VACATION SCHEDULING.**

19.10.1 Vacations shall be scheduled at times requested by unit members so far as possible within the DISTRICT's work requirements. If there is any conflict between unit members who are working on the same or similar job duties as to when vacations shall be taken, the vacations shall be rotated as equally as is practical among unit members within each department on a seniority basis.

19.10.2 Fractional days of vacation leave may not be granted in not less than one-quarter (1/4) hour. (reworded and moved from 19.3)

~~19.11 **PRIOR APPROVAL.**~~

~~19.10.3 **Prior Approval.** Unit members who request vacation shall do so by submitting a **Classified Time Off Request Form (accessible via the District intranet)** ~~vacation request form~~ to their immediate supervisor for approval at least five (5) ~~working days~~, prior to the first day of the requested vacation and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for vacation must be responded to and answered by the immediate supervisor within ~~two (2) business days~~ **two (2) business days** ~~forty-eight hours~~ days of its receipt. If the immediate supervisor or designee does not respond by that time, the request is considered approved. If the request is denied, a reason for denial in writing shall be provided to the unit member. ~~This decision shall not be arbitrary or capricious and every effort will be made by the DISTRICT to accommodate a unit member's request to take vacation.~~~~

19.10.4 **Unauthorized Leave.** Any unit member absent without being on approved vacation leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination. (moved from 19.13)

~~19.12 **CONSECUTIVE FISCAL YEAR.**~~

~~19.12.1 Vacations earned in two (2) different fiscal years may be combined and taken at one time if it does not exceed the maximum vacation entitlement of the most recent complete fiscal year. There must be a period of at least two (2) months of actual performance on the job between vacations that were earned in two (2) fiscal years, unless otherwise approved by the DISTRICT.~~

~~19.13 **UNAUTHORIZED ABSENCE.**~~

~~19.13.1 Any unit member absent without being on approved vacation leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination.~~

19.14 **VACATION INTERRUPTION.**

19.14.1 A permanent unit member may interrupt or terminate their vacation in case of illness or injury, and use sick leave before continuing vacation or returning to work, subject to the following requirements:

19.14.2 The unit member must notify their immediate supervisor of the interruption or termination of their vacation prior to use of sick leave.

19.14.3 The immediate supervisor shall notify the unit member if they may continue their vacation, after use of sick leave, or if they must report to their normally assigned work.

19.14.4 Upon returning to the regularly assigned work, the unit member must furnish a written verification of the illness or injury by a licensed medical provider verifying the basis for such interruption or termination which interrupted or terminated their vacation.

**19.15 SEPARATION OR TERMINATION OF EMPLOYMENT.**

19.15.1 **RESIGNATION AND RETIREMENT.** Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination, except unit members who have not completed **the initial** six (6) months of employment **with the DISTRICT** in the bargaining unit shall not be entitled to such compensation.

19.16 **VACATION PAYOUT.** ~~A permanent unit member may request in writing to cash out their accrued vacation. This request must be received by the DISTRICT to be paid on their next pay cycle.~~  
(reworded and moved to 19.6)