

ARTICLE 47 - VACATION LEAVE

Section 1. Vacation Leave Accrual. After having served in a bargaining unit position in OUS for six (6) full calendar months, employees shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated or prorated on the appropriate schedule as follows for (a) full time employees; (b) seasonal employees and (c) part-time employees:

After six months (minimum 1040 hours) through (a) 5th year; (b) 5th annual season; (c) 60th month

12 workdays for each 12 full calendar months of service (8 hours per month)

After (a) 5th year through 10th year; (b) 5th annual season through 10th annual season; (c) 60th month through 120th month

15 workdays for each 12 full calendar months of service (10 hours per month)

After (a) 10th year through 15th year; (b) 10th annual season through 15th annual season; (c) 120th month through 180th month

18 workdays for each 12 full calendar months of service (12 hours per month)

After (a) 15th year through 20th year; (b) 15th annual season through 20th annual season; (c) 180th month through 240th month

21 workdays for each 12 full calendar months of service (14 hours per month)

After (a) 20th year through 25th year; (b) 20th annual season through 25th annual season; (c) 240th month through 300th month

24 workdays for each 12 full calendar months of service (16 hours per month)

After (a) 25th year; (b) 25th annual season; (c) 300th month

27 workdays for each 12 full calendar months of service (18 hours per month)

Part-Time Employees Computation. A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits. Such leave shall be accrued on a pro rata basis per the same schedule as full time employees.

A part-time employee shall be eligible to take initial vacation leave after six (6) calendar months.

Intermittent/Seasonal Employees Computation. Seasonal employees are entitled to use vacation credits (or to have them paid upon separation) when the seasonal employee has completed a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours). In accumulating this initial six (6) calendar months of service, time worked prior to a break in service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year.

Section 2. Vacation Leave for New or Separating Employees

(A) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period.

Although new employees will earn vacation credits on a prorated basis during the first partial month or pay period of service, they are not entitled to use vacation credits (or be paid upon separation) until the employee has completed six (6) full calendar months or pay periods.

(B) Separating employees who are eligible will be paid for unused vacation leave accrued through the last day of service, based on each employee's work schedule.

(C) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to his/her base rate at the time of separation. An employee shall not be eligible for vacation pay-out upon separation unless the employee has completed six (6) full calendar months or the equivalent.

Section 3. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 4. In the event of termination or layoff any unused vacation shall be paid to the employee.

Section 5. In the event of an employee's death, all monies due him/her for accumulated vacation and salary shall be paid as provided by law.

Section 6. An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

Section 7. Service with a jury shall be considered time worked.

Section 8. If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service.

Section 9. Time spent in actual service or on Peace Corps, military, educational or job-incurred disability leave without pay shall be considered as time in service for determining length of service for vacation accrual rate.

Section 10. Vacation hours may accumulate to a maximum of 250 hours.

Section 11. Authorization of Use. Upon transfer of an employee with six (6) full months of OUS

service to a different university covered by the Agreement, the employee may elect to have a maximum of eighty (80) hours of accrued vacation credits transferred to the gaining university, except the gaining university may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employee with less than six (6) full months of service, all vacation credits accrued shall be transferred to the gaining university.

Section 12. Should an employee who has exhausted earned sick leave elect to use vacation leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave.

Section 13. After all earned sick leave has been exhausted an employee may request, in cases of illness, to use earned vacation leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

Section 14. Employees requesting leave without pay shall be required to use accrued vacation leave first except:

(A) Employees shall have their vacation time paid in full when they take education and career development leave without pay in excess of ninety (90) days;

(B) Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43 or when taking leave for criminal proceedings in accordance with Article 44, Section 4(H).

(C) The employee may request in writing that up to forty (40) hours of vacation leave be retained for the employee's use after returning from the leave. This request must be included in the written request for a leave without pay. In the case of an unanticipated leave, an employee may request to retain up to forty (40) hours of vacation by telephone or written notification to the employee's supervisor. Such requests will not be unreasonably denied. Employees who request leave due to FMLA/OFLA will be notified of their right to retain vacation leave when they receive an FMLA/OFLA application packet. Approval of requests to retain vacation leave for intermittent absences shall be limited to FMLA/OFLA absences. It is understood that in such cases, Article 23 – Payroll Computation Procedures, Section 2(B) shall apply. An employee may not request to retain vacation after returning to work or after vacation has been deducted from his/her accrual unless the employee is medically incapable of communication at that time. If the employee is medically incapable of communication, the employee's notification to retain vacation may be deferred until the employee is medically capable of such communication, provided such notification may not be deferred if doing so will result in the loss of medical benefits by the employee. Employees who retain such vacation leave will not be eligible for hardship leave under Article 40 – Sick Leave, Section 8 unless and until they have exhausted such vacation leave along with all other accumulated leave.

Section 15. To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of 250 hours within thirty (30) days prior to the date the vacation leave would reach 250 hours.

Section 16.

(A) Subject to the operating requirements of the university, an employee shall have his/her choice of vacation time. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service with the university shall be granted the time if requested by the employee in writing; provided however, that an employee shall not be given this length of service consideration more than once in every two (2) years. Vacation requests must be submitted in writing not less than fifteen (15) days prior to the

desired vacation starting time for vacations of five (5) days or more. For vacations of less than five (5) days, the written request must be submitted at least five (5) days prior to the desired starting time. The notice requirement does not preclude a supervisor granting a request on lesser notice.

(B) Vacation requests shall be acted upon as soon as possible but in no case later than ten (10) days after the request is made, or seventy-five (75) days before departure whichever is the latest. An employee whose vacation schedule has been approved will notify his/her supervisor in writing in advance of the date(s) on which deposits on reservations will be forfeitable. After such date(s) (or earliest, if more than one), the scheduled vacation shall not be cancelled by the university except in the event of an emergency. (A cancellation under Paragraph (A) of this Section is not to be considered an action of the university.) The university shall reimburse the employee for all non-recoverable deposits caused by such emergency cancellation provided that the employee shows evidence of good faith efforts to recover such deposits.

Section 17. An employee may request in January a cash-out of up to forty (40) hours of vacation leave. The request may only be made once within a twelve (12) month period. The employee must have a minimum of eighty (80) hours of accrued vacation leave remaining after the cash-out.

Section 18. Nothing in this Article shall be construed to prohibit the donation of hours of accrued vacation leave for conversion to supplemental military pay pursuant to the OUS Military Leave Donation Policy, Human Resources, OUS Fiscal Policy Manual 57.100, as amended from time to time.