

## Article 17

### VACATION

#### A. EARNING, ACCRUAL, AND SCHEDULING

1. Regular and probationary employees appointed at fifty percent (50%) or more of full time for a period of six (6) months or more and who are on pay status for at least one-half (1/2) or more of the working hours of the month are eligible to earn vacation. An employee must be on pay status for at least one-half (1/2) or more of the working hours of a month to earn vacation credit for that month. Vacation credit shall be earned by an eligible employee during leave with pay. A vacation accrual period is defined as one (1) calendar month for those employees who are paid monthly or semi-monthly, and quadri-weekly (i.e., two (2) consecutive bi-weekly pay periods) for those employees who are paid bi-weekly.
2. Vacation credit is earned at the following rates, based on a straight time shift, for full time regular employees in the Prepress, Press and Edition Bindery series and for employees in the Library Bindery series prior to the ratification of this contract:

##### Qualifying Service Vacation Accrual Minimum To Be Taken

1 - 36 months 12 shifts/year 5 shifts  
37 - 120 months 15 shifts/year 10 shifts  
121 - 180 months 18 shifts/year 12.5 shifts  
181 - 240 months 21 shifts/year 15 shifts  
241 months or more 24 shifts/year 17.5 shifts

Vacation credit is earned based on a straight time shift at the following rates for full time regular employees in the Library Bindery series hired or rehired after the ratification of the July 1, 1996 agreement:

##### Qualifying Service Vacation Accrual Minimum To Be Taken

1-60 months 10 shifts/year 5 shifts  
61-120 months 15 shifts/year 10 shifts  
121-240 months 18 shifts/year 12.5 shifts  
241 months or more 21 shifts/year 15 shifts

3. Vacation is earned proportionately for work in excess of fifty percent (50%) in accordance with Appendix 1., which shall be used in computing vacation accrual.
4. A vacation schedule shall be established by the University and posted during the month of March. Regular employees shall submit their preference for vacation by the last day of February, but in all cases subject to the approval of the University. Changes after vacation requests have been approved will be by mutual consent of the University and the employee. Conflicts in vacation requests will be resolved in favor of the employee with the earliest date of hire as a regular employee in the unit.
5. Employees have the preference of taking their vacation in one (1), two (2), three (3), or four (4) week periods, as limited above, provided that senior employees select first for only one (1) period before less senior employees have an opportunity to select their vacation. Each additional period of vacation shall be considered a separate claim, which may be made only after all other employees have had an opportunity to exercise their priority claim in a like manner. Other requests for vacation may be granted by the University at its convenience.

6. Employees in their second and subsequent year of employment must take, each year, the minimum vacation allowable in accordance with this Article. Extensions to the deadline for use of vacation shall be by the mutual agreement of the employee and the University, when a new deadline for taking the vacation shall be established.
7. Vacation credit shall not be earned for time on pay status in excess of the full-time working hours in a month.
8. Vacation credit shall not be used prior to the time it is accrued, nor shall it be used until the employee has completed his/her probationary period, except that during times of holiday closure regular and probationary employees may use up to three (3) days unaccrued vacation upon advance request and departmental approval.
9. An employee who becomes ill or hospitalized while on vacation and provides a written statement from a physician to this effect shall have the period of illness charged against the employee's sick leave accrual (if any) and an adjustment made in vacation accrual.

#### **B. TERMS**

Qualifying Service is defined as a month of service in the bargaining unit on pay status at one-half ( $\frac{1}{2}$ ) time or more, except that unpaid time on military leave from the University shall be considered qualifying service. Qualifying service, for purposes of this Article only, shall include University service in a career position not in this bargaining unit, provided there is no break in service between that employment and employment in a position in this unit.

#### **C. MAXIMUM ACCRUAL**

A full time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. A part time employee shall accrue vacation credit to the same maximum number of hours as a full time employee with comparable years of service. Vacation ceases to accrue when the maximum accrual has been reached.

#### **D. PAYMENT OF EARNED VACATION TIME**

1. An employee with accrued vacation credit who terminates employment or who is granted extended military leave shall be paid for vacation credit through the employee's last day of work. The last day of work shall be the effective date of termination except that an employee who is retiring may use vacation up to the effective date of retirement.
2. An employee who leaves the University shall be paid for accrued vacation.