

**Article 9: VACATION**

9.1

For the purpose of this section, "continual service" shall mean employment for ten (10) or more calendar months of each school year.

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\_Assigned to Perla Jones\_

9.2

A new unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which ~~they~~, may be entitled, until the first day of the calendar month after completion of six (6) months of continuous service with the Santa Barbara Community College District. Under certain circumstances and only upon written approval of the Human Resources Affairs Department, a vacation may be granted ~~to a probationary unit member, during their~~, first six (6) months. The scheduling of all vacations shall be within the sole discretion of the District.

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Each regular full-time unit member shall be entitled to vacation leave with pay, subject to the following provisions:

9.2.1

From the employment date of full-time service, unit members earn ~~eight (8) hours of~~, credit for each calendar month of employment.

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9.2.2

After the completion of the second (2nd) year of full-time continual service, unit members shall earn ~~ten (10) hours of~~ credit for each calendar month ~~of~~ employment.

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9.2.3

After the completion of the seventh (7th) year of full-time continual service, unit members shall earn ~~twelve (12) hours of~~ credit for each calendar month ~~of~~ employment.

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9.2.4

After the completion of twelve (12) years of full-time continual service, unit members shall earn ~~13.34 hours~~, of credit for each calendar month ~~of~~ employment.

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9.2.5

After completion of the eighteenth (18th) year of full-time continual service, unit members shall earn ~~14.67 hours~~, of credit for each calendar month ~~of~~ employment.

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9.2.6

After completion of the twenty-third (23rd) year of full-time continual service, unit members shall earn 16.67 hours of credit for each calendar month of employment.

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9.3

It is the intent of this section that unit members take their annual vacation. However, vacation credit may be accumulated to a total, as of June 30th each fiscal year, not exceeding that which the unit member could earn in twenty-four (24) months.

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Unit members, over their twenty-four (24) month accumulation as of June 30 of the year, shall receive an end-of-year payout as a part of the July 31 payroll. Receiving an end-of-year pay out will be documented on the unit member's classified evaluation form and may have a negative impact on the overall score of the evaluation.

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Unit members whose positions are excluded from overtime provisions in accordance with Education Code Section 88029 shall earn an additional 1/4 working day of vacation credit for each calendar month, or major fraction thereof, of employment. However, no unit member shall earn more than twenty-five (25) working days of vacation per year.¶

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9.4

Whenever a vacation period includes any declared holidays (other than Saturdays and Sundays), it shall be extended by a number of days equal to said included holidays.

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9.5

All unit members rendering less than full-time service shall be entitled to a pro-rated portion of vacation credits computed on a ratio that the hours, days, or months worked in relation to full-time service.

**Deleted:** Employees over-the-cap as of June 30 of the year:¶

1. Receive an end-of-year payout. These employees must schedule an under-the-cap vacation plan for the following year, with their supervisor, by July 31 of that new fiscal year. Ten (10) and eleven (11) month employees need to commit to a vacation schedule within their first month of their return to campus.¶

2. If the employee chooses to not take the scheduled vacation and remains over-the-cap at the end of the fiscal year, they will lose the days over-cap. Exceptions refer to contract code article 9.8 This will be an automatic reopener item.

9.6

Upon separation from employment, unit members who have not completed six (6) months employment in probationary status shall not be entitled to payment of accrued vacation, as they are not yet vested in this accrual. Permanent unit members who separate from employment will receive unused, accrued vacation at the rate of pay earned at the time of separation.

**Deleted:** 3. If the supervisor and employee mutually agree that the employee's scheduled vacation needs to be rescheduled, options include:¶

a. Reschedule vacation before the end of the fiscal year ¶

b. Payout of vacation over-cap if unable to reschedule vacation before the end of the fiscal year.¶

9.7

Vacations must be scheduled in advance and must be taken at times convenient to the department to which the unit member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor. Supervisors shall approve or deny any unit member's request for vacation within five (5) working days upon receipt of the request. Lack of response by the supervisor within the five (5) working days is a presumption of approval. Once a written vacation request has been approved by the Supervisor, the scheduled vacation time can not be changed or cancelled, by either the Supervisor or unit member, except by mutual agreement.

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When it is convenient to the Department and when two or more unit members' requests are for vacations in the same time period, the unit member with the greater seniority shall be granted their request. If the unit members involved have equal seniority, then priority shall be established by lot.

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All ten (10) and eleven (11) month unit members shall take earned vacations during the Christmas and/or Spring vacations or as otherwise approved by the immediate supervisor.

9.8

#### Illness and Bereavement While on Vacation

Any permanent unit member who commences their prescribed vacation period and subsequently becomes ill or is bereaved before their vacation period has been completed shall be placed on sick leave or bereavement leave, as appropriate, under the following conditions:

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9.8.1

If the illness or bereavement is for three (3) consecutive days, or more; and

9.8.2

If the illness or bereavement is such that had the unit member been working, they would have been absent on sick or bereavement leave; and

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9.8.3

If the request is filed with the Human Resources Department within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of their return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and,

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9.8.4

If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.

When all or part of a unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance. If possible, they shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation, as defined in Section 9.3.

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