

2012-2013 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTHS	HOLIDAYS	DAYS IN PAID SERVICE			
		12 MO	11 MO (July off)	11 MO (August off)	10 MO
JULY	07/04/12	22	0	22	0
AUGUST		23	23	0	0
SEPTEMBER	09/03/12	20	20	20	20
OCTOBER		23	23	23	23
NOVEMBER	11/12/12				
	11/22/12				
	11/23/12	22	22	22	22
DECEMBER	12/24/12				
	12/25/12				
	12/26/12				
	12/27/12				
	12/28/12				
	12/31/12	21	21	21	21
JANUARY	01/01/13				
	01/21/13	23	23	23	23
FEBRUARY	02/15/13				
	02/18/13	20	20	20	20
MARCH		21	21	21	21
APRIL		22	22	22	22
MAY	05/27/13	23	23	23	23
JUNE		20	20	20	20
TOTAL DAYS IN PAID SERVICE =		260	238	237	215

10 MO EMPLOYEES work from 09/01/12 - 06/30/13

- Vacation days shall be used for Spring break (4/15/2013 - 4/19/2013)

11 MO EMPLOYEES work from 07/01/12* - 06/30/13

- *11 mo employees have either the month of July or the month of August off

12 MO EMPLOYEES work from 07/01/12 - 06/30/13

Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

Paul Schlosman

December 7, 2011

C. Spivey

December 7, 2011

TENTATIVE AGREEMENT

Between
CSEA Glendale College Chapter 76
and
Glendale Community College District

February 29, 2012

ARTICLE XII - VACATIONS

- DEFINITIONS:**
- A. "Earned vacation" is paid vacation time ~~calculated monthly~~ **received based on calendar months worked years of service subject to the maximum allowable vacation earning provisions in Section 11.**
 - ~~B. "Carryover vacation" is vacation that is earned and is not taken within the fiscal year in which it is earned.~~
 - B. "Vested vacation" is earned vacation time that cannot be taken away from the unit member.
 - ~~D. "Accrued vacation" is accumulated vacation time that is accumulated as a legally enforceable claim.~~
 - C. "Unearned vacation" is vacation time which the employee has not yet earned but which is available for the employee to use, subject to the provisions in Sections 11 and 12.

SECTION 1. Earned Vacation Days – An employee shall earn vacation for each calendar month worked in accordance with the following provisions:

- A. Starting with the first (1st) year of service, up to but less than five (5) years of service, a rate of 1.25 days per month shall be earned;
- B. Upon attainment of five (5) years of service but less than ten (10) years of service, a rate of 1.667 days per month shall be earned;
- C. Upon attainment of ten (10) years of service and thereafter, a rate of 1.833 days per month shall be earned.

SECTION 2. Calendar Month Worked - A calendar month worked for the purpose of earning vacation is one in which the employee has

been fully compensated for fifty percent (50%) or more of his/her working days in the month.

- SECTION 3.** Calculating Annual Vacation - ~~If the provisions of Section 2 above are met,~~ A year's vacation shall be computed by multiplying the rate factors indicated in Section 1 of this Article by the number of calendar months of service as defined in section 2.
- SECTION 4.** Rate of Pay for Vacations - The rate at which vacation is paid shall be the employee's current regular monthly rate of pay at the time vacation is taken.
- SECTION 5.** When Earned Vacation is Vested - An employee is encouraged to take his/her earned vacation each year. **Subject to limits in Section 11,** earned vacation is vested for all permanent employees.
- SECTION 6.** Vacation Eligibility - A new employee is eligible to earn vacation on their first day of employment. A new employee is eligible to take vacation after six (6) months of paid service. No payment for earned vacation shall be made to an employee who does not complete the first six (6) months of paid service.
- SECTION 7.** Arranging for Vacations - **When possible,** vacation time off, ~~as far as possible,~~ will be granted at times most desired by employees. In order for employees to schedule vacation time, the supervisor will circulate a vacation calendar. The vacation calendar is to be completed by May 31 for the next fiscal year. A copy of the Report and Request for Leave of Absence form appears in Appendix "K". Employees must request vacation time in writing at least one (1) week in advance of use except in the case of emergencies. Vacation requests should be approved by the supervisor within three (3) days of the request submission. Denials of vacation shall be provided in writing to the employee within three (3) days of the request submission. If there is any conflict between employees who are in the same work unit as to when vacations shall be taken, the employee with the longest length of service in the District shall be given his/her preference. However, the final right to allotment of vacation periods is exclusively reserved to the District, in order to ensure the orderly operation of the District.
- A. **Paid vacation time pay** may be granted even though not earned at the time the vacation is taken.
 - B. **Unearned vacation** that has been granted shall be deducted from an employee's final salary warrant if his/her employment is terminated with the District prior to earning such vacation.

- C. Nine (9) ~~month~~ and ten (10) month employees shall take earned vacation during December and January non-workdays and Spring Break.
- D. ~~Ten (10) month employees shall use earned vacation during Spring Break.~~

SECTION 8. Separation from Service - Upon separation from service, an employee shall be paid for his/her earned vacation balance at the rate of pay applicable to his/her last regular assignment. **No payment for earned vacation shall be made to an employee who does not complete the first six (6) months of paid service.**

SECTION 9. Converting Vacation Days - A permanent employee who commences his/her prescribed vacation period and subsequently becomes ill or bereaved before his/her vacation period has been completed may request that his/her vacation be terminated and that he/she be placed on sick leave or bereavement leave, provided the employee would have been on vacation, within the following provisions:

- A. The illness or bereavement is such that had the employee been working he/she would have been absent on sick or bereavement leave.
- B. The illness or bereavement falls within the work year of the employee.
- C. The illness or bereavement is substantiated by the employee, who will provide relevant supporting documentation. ~~XII—2~~
- D. If the request is made verbally, it must be made to **the employee's supervisor** prior to the end of the working day which constitutes the last day of vacation for the employee.
- E. If the request is made in written form, it must carry a postmark or email dated on or before midnight of the working day which constitutes the last day of vacation for the employee.

SECTION 10. Holidays During Vacation Days - When a holiday, as provided in Article XI - Holidays of this Agreement, falls during the scheduled vacation of any employee, **the holiday will not count as a vacation day and will be paid as a holiday provided the employee is in a paid status for any portion of the day immediately preceding or succeeding the holiday.** ~~such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.~~

SECTION 11. Maximum Allowable Vacation Earning – **Earned vacation is subject to the following limits.** An employee with less than five

(5) years of service may have a maximum earning of two hundred and forty (240) total hours of vacation leave. An employee who has five (5) years of service but less than ten (10) years of service may have a maximum earning of three hundred and twenty (320) total hours of vacation leave. Employees who have completed ten (10) years of service or more may have a maximum earning of three hundred and fifty-two (352) total hours of vacation leave. Maximum accrual earning rates shall be set on a pro-rata basis for employees who work less than forty (40) hours per week.

SECTION 12. Accrual of Vacation Days - All employees are encouraged to use their earned vacation days each year. **The full fiscal year allotment of vacation days will be posted on July 1 of each year. In the event the employee terminates employment before June 30th, the employee's vacation accrual will be pro-rated based on actual calendar months of service worked.**

~~A. Both parties agree that is has been the practice of the District to allow employees to accumulate vacation beyond the maximum allowable. Both parties further agree that it is not in the best interest of the employees or the College to allow this practice to continue based on the financial implications and the intent of vacation to permit employees to enjoy a health respite and freedom from work. To address the accumulated vacation of employees beyond the maximum allowable, both parties agree to the following:~~

~~If the employee does not use their carryover vacation by June 30, 2009, that carryover balance shall be forfeit.~~

~~Both parties hope that employees with carryover vacation will work with their immediate supervisor to minimize impact of vacation requests.~~

~~BA. An employee who has earned above the maximum vacation and has not taken any vacation during the previous year will only accrue vacation on a monthly basis. Once the employee has gone below the maximum accrual, allotted time will be posted. An employee who has earned above the maximum accrual must schedule the prior year's vacation time within the first six (6) months of the following fiscal year.~~

An employee who has reached the maximum vacation earning as established in section 11 will be eligible to earn additional vacation once his/her vacation balance drops below the limit. An employee who brings their vacation balance below the limit before June 30th will be credited with the equivalent hours from his/her unearned vacation balance, subject to the provisions of section 11. An employee who has reached the maximum vacation earning and does not bring their vacation balance below

the maximum by June 30th will not earn additional vacation time in that fiscal year.

CB. An employee who has unearned vacation as a result of being above the maximum allowable vacation limit and has written documentation from the District that they were denied vacation because of the District's workload or any other mitigating circumstances that would prevent the employee from taking vacation; that vacation time, at the option of the employee shall be carried over to the next fiscal year (to be taken within the first (6) months of the following fiscal year), or be paid, or an equivalent monetary amount be deposited into a tax sheltered annuity plan designated by an the employee.

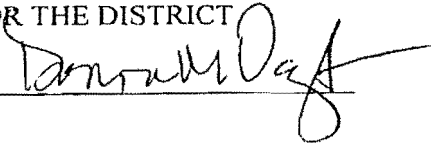
~~D.~~ In the event that any earned vacation is denied because of the District's workload, that vacation time, at the option of the employee shall be carried over to the next fiscal year or be paid.

~~EC.~~ Employees may access their vacation balance at any time using the Oracle Self Serve online employee service system.

SECTION 13. Banked Vacation Hours - Vacation Earned Prior to July 1, 1996
-Any vacation hours earned by employees prior to July 1, 1996, as well as 16 hours in 2003 and 21 hours in 2012 per agreements between the Association and the District will remain vested to the employee and banked unless used by the employee and are exempt from the provisions in Sections 11 and 12 ~~provisions~~. The amounts in the 2003 and 2012 agreements will be pro-rated for unit members who work less than 40 hours per week.

Tentatively agreed to on February 29, 2012

FOR THE DISTRICT



FOR THE ASSOCIATION

