

District Proposal: 3-19-25  
AALA TEAMSTERS UNIT J Counter: 5-1-25  
District Counter: 5-15-25  
District Counter: 7-30-25 [section 3.0]  
Union Counter: 7-30-25  
District Counter: 9-3-25  
Union Counter: 9-3-25  
District Counter: 10-9-25 revised  
Union Counter: 11-13-25  
District Counter: 11-13-25

TD (B) 11/13/25  
TA M 11/13/25

## ARTICLE XVII

### VACATION

1.0 Accrual Rate: ... CCL

2.0 Vacation Cap: ...CCL

3.0 Vacation Scheduling: Consistent with the eighteen (18) pay period vacation cap amount set forth in Section 2.0 above, the following procedure for scheduling of vacation time shall be in effect:

a. Vacation Calendar: By March 15<sup>th</sup> of each fiscal year, Administrators shall issue an annual vacation calendar for the next ~~school~~ fiscal year. The calendar will include the following:

- (1) A list of all dates when vacation cannot be taken due to operational needs.
- (2) A list of all dates when vacation may be taken by any or all employees.
- (3) A list of all dates when a part of the staff may take vacation, indicating any limits on the number of employees who may take vacation or on the amount of vacation taken.

b. Employee's Proposed Vacation Schedule: Each employee shall provide to his/her appropriate administrator or designee a proposed written vacation usage schedule for the following ~~school~~ fiscal year, which schedules vacation for the ~~school~~ fiscal year in amount necessary to assure the employee will not exceed the vacation cap amount.

c. Approvals and Disapprovals: Within fifteen (15) calendar days of receipt of the employee's vacation usage schedule, the administrator shall provide a written acknowledgment either approving the employee's submitted vacation usage schedule for the following ~~school~~ fiscal year, or disapproving the

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submitted schedule and providing a basis in writing for that denial. Timely-submitted vacation schedules shall not be denied for reasons other than workload, scheduling conflicts or where the proposed vacation schedule would substantially interfere with the operation of the employee's work unit. If there are conflicting requests, and there is no operational need to select one requested schedule over the other, then District seniority shall be controlling.

d. Changes:

(1) Changes in pre-approved vacation schedules will not be made by the District except for critical operational necessity or an emergency that would substantially interfere with the operation of the employee's work unit. Vacations in progress shall not be canceled for reasons other than a declared state of emergency.

(2) An employee whose previously-approved vacation has been changed due to a critical operational necessity shall have the right to meet with administrator and the appropriate Division Head or designee to attempt to informally resolve the appropriateness of the vacation change. The meeting shall occur and the decision of the Division Head or designee shall be provided within five (5) days of the employee's request for the meeting. Nothing herein shall alter the fifteen 15-day time limit for filing a written grievance as required by Article V, (Grievance Procedure).

(3) Once an employee's vacation schedule is submitted and approved pursuant to the above, no change or additional requests can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. The requested change or addition shall be subject to approval, and shall not normally cause reconsideration of any other employee's previously-approved vacation schedule. Scheduling decisions shall be based upon the employees' requests (including any special circumstances that the employee may wish to have considered), and the operational needs of the department and site.

(4) An employee who has submitted a vacation schedule and received approval for that schedule, and who is thereafter denied the right to take that vacation because of an extension of the time when vacation is precluded pursuant to Section 3.0 c above, shall be entitled to submit an alternate vacation schedule, which shall not be unreasonably denied.

4.0 District-Initiated Vacation Scheduling: Notwithstanding the above vacation scheduling provisions, the District shall be permitted (but not required) to

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schedule and require employees to take vacation under the following circumstances:

- a. When the employee fails to provide an annual vacation schedule per Section 3.0 b above;
- b. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in Section 5.0 below;
- c. When the employee is sent home pending the results of a disciplinary investigation (with the vacation used to be restored to the employee's vacation balance if the investigation does not lead to discipline); and
- d. During periods within the employee's assignment basis when the District is closed, when the employee's work site is closed, or when there is a lack of work (unless the employee and the appropriate administrator agree that the employee may go unpaid during such a period). Where assignment of mandatory vacation is necessary due to lack of work as determined by the administrator, volunteers shall be considered first; preference shall be given to employees in the affected classification at the site with the highest site seniority in classification. If the number of volunteers is insufficient, assignment of mandatory vacation shall be to those employees with the highest vacation balance. Exception to the foregoing may be made considering special needs, attendance records, the individual employee's vacation balance, and/or previously approved scheduled vacation.
- e. Vacation may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

5.0 Vacation Cap Waivers: An employee who is prevented or prohibited from taking vacation previously approved by the employee's administrator shall be permitted to exceed by that amount the vacation cap amount for the school year in question, and shall be granted a preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's vacation accumulation below the vacation cap amount. However, such relief from the vacation cap amount must first be pre-approved in writing by the Superintendent or designee.

6.0 Vacation Pay: Except as set forth in Section 7.0 below (which deals with the 1994 Accrual Bank), in computing pay for vacation, all applicable salary differentials shall be included and vacation shall be paid at the base salary rate in effect at the time the vacation is taken.

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Except as set forth in Section 7.0 below (which deals with the 1994 Accrual Bank), upon separation from service the dollar value of the employee's current vacation accrual balance (up to the applicable cap) shall be paid as a lump sum at the employee's salary rate at the time of such separation.

7.0 1994 Accrual Bank: Notwithstanding the foregoing provisions and in order to facilitate a complete transition from an unlimited vacation accrual system to the above-described eighteen (18) pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 Accrual Bank"). The District will then credit each employee with their 1994 Accrual Bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

a. Should an employee utilize any vacation from their 1994 Accrual Bank while on active status (after exhaustion of their current vacation bank), vacation hours shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 Accrual Bank.

8.0 Attendance Rate Incentive: This Attendance Incentive is intended to reward regular attendance in order to improve the instructional program and reduce the costs of absenteeism. The Attendance Incentive is as follows:

a. On an annual basis with the attendance period beginning July 1, 2025 through June 30, 2026, permanent employees who exhibit high performance standards in the area of attendance (as defined by District) shall be eligible to receive the following annual incentives:

Staff Annual Attendance Rate of 96%: \$100.00

Staff Annual Attendance Rate of 97%: \$200.00

Staff Annual Attendance Rate of 98%: \$300.00

Staff Annual Attendance Rate of 99%: \$400.00

Staff Annual Attendance Rate of 100%: \$500.00

8.1 Attendance Incentive Plan: A vacation-earning employee who accumulates a total of fifty (50) days or more of full-pay illness absence credit earned subsequent to June 30, 1995 shall, on a one-time basis as of June 30 of the school year in which he or she accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee, whose full pay illness absence credit earned subsequent to June 30, 1995, thereafter, drops below fifty (50) days or more shall not be entitled to additional vacation under this section, except pursuant to paragraph (a).

a. Each additional increment of twenty-five (25) days of unused full-pay illness absence credit beyond fifty (50) days and earned subsequent to June

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30, 1995, shall entitle the employee to one (1) additional vacation day.

b. Any unit member who has already received the benefit(s) described in this provision prior to its inclusion in this Article shall not be eligible to receive the same or duplicative benefit again by reason of the provision's incorporation into the agreement.