

Bargaining Unit 8 MOU

Section 10.2 Vacation Policy/Annual Leave Use Policy

(as amended by the Addendum of August 2003)

- 10.2.1 Introduction: The intent of this section is to provide guidelines to managers and employees for scheduling vacations and annual leave during the entire year, including the summer period.
- 10.2.2 Length of Vacation/Annual Leave: Each employee shall be allowed a minimum of two weeks (14 consecutive calendar days) annually, providing he or she has sufficient vacation/annual leave credits to cover the period of absence. While the employee can bid a minimum of two weeks, he/she shall be able to bid the maximum amount of leave credits that he/she will accrue in the following calendar year. Extended vacations/annual leave may be granted by management provided that the scheduling falls within these guidelines.
- 10.2.2.1 The employee is responsible to ensure that he/she will have available the leave credits for use during the bid period(s).
- 10.2.3 Scheduling: The unit manager is responsible for establishing an annual vacation/annual leave schedule by January 1 based upon written requests from employees within the unit. Requests should be received before October 31st of each calendar year for the next year. The unit manager may delegate this responsibility to any level of the organization (battalion, station, camps, etc.) or may develop schedules based on geography (north half of units, etc.) or on program (Schedule A, Schedule B, etc.) or on any reasonable objective basis the manager chooses. Consistent with the guidelines set below, departmental seniority shall prevail in case of conflict.
- 10.2.4 Management shall follow these vacation/annual leave scheduling guidelines:
- 10.2.4.1 A balance of experienced personnel will be maintained at all times and no reduction in post coverage will occur as a result of the vacation/annual leave schedule.
- 10.2.4.2 No reduction in the work force required for planned projects will occur.
- 10.2.4.3 A reasonable and balanced number of personnel qualified for large fire staff assignments shall be available.
- 10.2.4.4 A reasonable amount of overtime may be accumulated as a result of vacation/annual leave scheduling.
- 10.2.4.5 Vacation schedules shall be devised to avoid employees exceeding the maximum allowable vacation/annual leave credits carried over each calendar year.
- 10.2.4.6 Employee's vacation/annual leave shall include his/her normal days off, before, during, and after the scheduled vacation/annual leave days.
- 10.2.4.7 Employees may submit vacation/annual leave requests after October 31 for the next calendar year, on a first come, first serve basis.
- 10.2.5 Changes in Vacation/Annual leave Schedule
- 10.2.5.1 Once scheduled, an employee's vacation/annual leave will not be changed without mutual consent of the employee except during a declared state of emergency.
- 10.2.5.2 Employees shall not trade vacation/annual leave periods with other employees without prior approval of the unit manager or designee.

- 10.2.5.3 The employee may cancel a scheduled vacation/annual leave with prior approval of the unit manager, providing that the unit manager can reschedule the employee's vacation/annual leave, commensurate with vacation/annual leave scheduling guidelines.
- 10.2.5.4 An employee who voluntarily transfers or promotes to a different administrative unit shall not be entitled to previously approved vacation as a matter of right. Employee may re-request leave consistent with MOU section 10.2.4.7.
- 10.2.6 Carry-Over
- 10.2.6.1 If the employee has made reasonable efforts to use vacation/annual leave credits throughout the year, and those requests have been denied by the unit manager, the employee may carry-over any excess beyond the prescribed annual maximum between calendar years. He/she will file a request for the use of the excess carry-over prior to February 1. The request will be for use prior to June 1. Such request shall not be unreasonably denied.
- 10.2.6.2 If an employee has vacation/annual leave credits beyond the carry-over amount and the employee is not subject to subsection 10.2.6.1 above, the department will require use of the excess vacation by March 1.

Section 10.3 Vacation/Annual Leave Program

Employees may elect to enroll in either the vacation and sick leave program or the annual leave program. Employees may elect to enroll in either program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from the date of enrollment. Effective July 1, 2002 the employee may elect to enroll in the other program after 12 months has elapsed from the date of enrollment; this 12 month cycle shall continue. The effective date of election shall be the first day of the pay period in which the election is received by the appointing power.

10.3.1 Vacation Program

10.3.1.1 All full time Unit 8 employees shall receive vacation leave credit in accordance with DPA Rule 599.739 per the following schedule:

1 month to 3 years 08 hours per month
37 months to 10 years 11 hours per month
121 months to 15 years 13 hours per month
181 months to 20 years 14 hours per month
Over 20 years 15 hours per month

However, notwithstanding the above, on the first day of the August and February pay periods of each year Bargaining 8 employees shall accrue vacation pursuant to the following schedule:

August Pay Period:

1 month to 3 years 06 hours per month
37 months to 10 years 09 hours per month
121 months to 15 years 11 hours per month
181 months to 20 years 12 hours per month
Over 20 years 13 hours per month

For each employee in Bargaining Unit 8 on the first day of the August pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) two hours.

February Pay Period:

1 month to 3 years 07 hours per month
37 months to 10 years 10 hours per month
121 months to 15 years 12 hours per month
181 months to 20 years 13 hours per month
Over 20 years 14 hours per month

For each employee in Bargaining Unit 8 on the first day of the February pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) one hour.

Notwithstanding the above, with 45 days advance written notice from the Union, the Union may increase the accrual for either month for employees in classifications identified by the Union of one or two hours per month accrual for the month of August or one hour for the month of February. The credit by the employer to the union's Release Time Bank shall be reduced accordingly. This paragraph contemplates the possibility that the accrual might increase for some classes but not all. Furthermore, the written notice described above shall be effective only for the particular month and year identified in the notice.

- 10.3.1.2 Breaks in employment of more than 11 workdays in one pay period, including unpaid leaves of absences, shall not be counted for vacation leave purposes set forth under subsection 10.3.1.1 above.
- 10.3.1.3 Employees who work less than full-time shall receive vacation leave credit in accordance with the vacation leave accrual schedule in subsection 10.3.1.1 above, when total accumulated employment equals one month of full-time employment.
- 10.3.1.4 Employees who work on an intermittent basis shall receive vacation leave credit in accordance with the vacation leave accrual schedule in item 1 above, on the basis of 160 hours of employment time equals one month of full-time employment. Any hours worked over 160 hours in a monthly pay period shall not be counted towards vacation leave accrual.
- 10.3.1.5 If an employee does not use all of the vacation leave credits that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation leave credits to the following calendar year to a maximum of 640 hours. A Department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave credits if the employee was unable to reduce his/her accrued vacation leave credits because the employee
- (1) was required to work as a result of fire, flood, or other extensive emergency,
 - (2) was assigned work of priority or critical nature over an extended period of time,
 - (3) was absent on full salary for a compensable injury,
 - (4) was prevented by Department regulations from taking vacation until December 31 because of sick leave, or
 - (5) was on jury duty.

10.3.2 Annual Leave Program

10.3.2.1 All full time Unit 8 employees shall receive annual leave credit in lieu of the vacation and sick leave credits in accordance with the following schedule: 1 month to 3 years 12 hours per month 37 months to 10 years 15 hours per month 121 months to 15 years 17 hours per month 181 months to 20 years 18 hours per month Over 20 years 19 hours per month
However, notwithstanding the above, on the first day of the August and February pay periods of each year Bargaining 8 employees shall accrue annual leave credits pursuant to the following schedule:

August Pay Period:

1 month to 3 years 10 hours per month
37 months to 10 years 13 hours per month
121 months to 15 years 15 hours per month
181 months to 20 years 16 hours per month
Over 20 years 17 hours per month

For each employee in Bargaining Unit 8 on the first day of the August pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) two hours.

February Pay Period:

1 month to 3 years 11 hours per month
37 months to 10 years 14 hours per month
121 months to 15 years 16 hours per month
181 months to 20 years 17 hours per month
Over 20 years 18 hours per month

For each employee in Bargaining Unit 8 on the first day of the February pay period the employer shall credit the union's Release Time Bank (Section 2.7 herein) one hour.

Notwithstanding the above, with 45 days advance written notice from the Union, the Union may increase the accrual for either month for employees in classifications identified by the Union of one or two hours per month accrual for the month of August or one hour for the month of February. The credit by the employer to the union's Release Time Bank shall be reduced accordingly. This paragraph contemplates the possibility that the accrual might increase for some classes but not all. Furthermore, the written notice described above shall be effective only for the particular month and year identified in the notice.

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any accrued sick leave, in accordance with applicable laws, rules, or memorandum of understanding.

All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

10.3.2.2 A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days, which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

10.3.2.3 Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

- 10.3.2.4 If an employee does not use all of the annual leave credits that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours. A Department head or designee may permit an employee to carry over more than 640 hours of accrued annual leave credits if the employee was unable to reduce his/her accrued annual leave credits because the employee
- (1) was required to work as a result of fire, flood, or other extensive emergency,
 - (2) was assigned work of priority or critical nature over an extended period of time,
 - (3) was absent on full salary for a compensable injury,
 - (4) was prevented by Department regulations from taking vacation until December 31 because of sick leave, or
 - (5) was on jury duty.
- 10.3.2.5 Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section(s) 10.4 Sick Leave and 10.5 Family Leave, of this Agreement.
- 10.3.2.6 The enhanced non-industrial disability insurance (ENDI) in Section 10.9.2 applies only to those in the annual leave program described above in this Section. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).
- 10.3.3 Upon termination from State employment, the employee shall be paid for unused credits and all unused vacation or annual leave time.
- 10.3.4 See Section 10.17 Personal Leave Program for cash out provisions.

Section 10.4 Sick Leave

- 10.4.1 As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:
- 10.4.1.1 Illness or injury, including illness or injury relating to pregnancy.
 - 10.4.1.2 Exposure to a contagious disease, which is determined by a physician to require absence from work.
 - 10.4.1.3 Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
- 10.4.2 On the first day of the monthly pay period following completion of each monthly pay period of service, each full-time employee in Bargaining Unit 8 shall earn eight (8) hours of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from State service resulting from a temporary or permanent separation of more than eleven (11) consecutive working days which fall between two consecutive qualifying pay periods shall disqualify the second pay period.
- 10.4.3 Credit for less than full-time employees shall be computed as follows:
- 10.4.3.1 Intermittent Employees. On the first day of the monthly pay period following completion of each period of 160 hours or 20 days of paid employment, each intermittent employee in Bargaining Unit 8 shall be allowed one day of credit for sick leave with pay. The hours or days worked in excess of 160 hours or 20 days in a monthly pay period shall not be counted or accumulated.
 - 10.4.3.2 Part-Time Employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in Bargaining Unit 8 shall be allowed, on a pro rata basis, the fractional part of 8 hours of credit for sick leave with pay.

- 10.4.3.2.1 An employee holding a position, in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.
- 10.4.3.2.2 Where an employee holds two or more "less than full-time positions", the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.
- 10.4.4 The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may reasonably require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the evidence is not adequate, the request for sick leave may be disapproved.
- 10.4.5 For employees in Bargaining Unit 8, sick leave shall be charged for the first day's usage of sick leave in a pay period (or work period at the department's option) at a rate of eight hours. The existing conversion factors for sick leave usage shall apply from the first day when a second day of sick leave is used. For example, day one on a 72-hour continuous duty week is a total of eight hours, day two is a total of 27 hours, and day three is a total of 40 hours.
- 10.4.6 All hours/days used in this Section are based on a 40-hour clock with conversion to extended duty weeks where applicable.
- 10.4.7 In lieu of sick leave credits, any employee who has been subject to the Annual Leave Program and who is appointed (this includes, but is not limited to reinstatement, transfer, promotion, and demotion), in a position in Bargaining Unit 8 shall continue to be subject to the Annual Leave Program and Section 10.9.2
Enhanced Non-industrial