

**ARTICLE 43
VACATION LEAVE**

A. VACATION CREDIT

1. An eligible employee shall earn vacation credit each month or quadri-weekly cycle based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

Years of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earning**	Maximum Accumulated Balance
Less than 10	.057692	15 days	240 hours
10 but less than 15	.069231	18 days	288 hours
15 but less than 20	.080769	21 days	336 hours
20 or more	.092308	24 days	384 hours

*Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

** Full-time rate.

2. An employee must be on pay status for a least one-half (1/2) of the working hours of a month or quadri-weekly cycle to earn vacation credit for that month or quadri-weekly cycle. Vacation credit is earned proportionately for hours on pay status over one-half (1/2) of the full-time working hours of the month or quadri-weekly cycle but less than full-time. Time on pay status in excess of a full-time employee's work schedule does not earn vacation credit.
3. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status. A full-time employee on the Factor Accrual System may earn vacation credit to a maximum stated in Section A 1 above. A part-time employee may earn

vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.

4. A month of service at one-half (1/2) time or more is a month of qualifying service.

B. VACATION CREDIT USE

An employee appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more is eligible to earn vacation credit from the date of hire; however, an employee may not use vacation credit until after six (6) continuous months on pay status. No vacation shall be used prior to the time it is credited, except as provided in Section G.2.a below.

C. VACATION SCHEDULING

1. An employee may request vacation, and the University will consider such request when establishing or modifying vacation schedules. Vacation schedules are established in accordance with normal scheduling practices and in accordance with the needs of the University. The University will respond to an employee's vacation request as soon as practicable after such request is made by the employee but is not required to respond to an employee's request prior to the establishment of a vacation schedule. Once established, the University will endeavor to adhere to the vacation schedule. When during the review of simultaneous requests for vacation submitted by more than one employee, operational needs do not permit the granting of requests for vacation at the same time for the employees who have requested that specific time period, preference in granting the request shall be based on the respective seniority of the employees. Where a practice of rotation of vacation periods exists, such practices shall continue, and only operational needs will be used in assigning such vacation.
2. The University will endeavor to respond to the employee's additional vacation request(s) within ten (10) calendar days of his/her request for use of vacation.

D. VACATION MAXIMUMS

1. Employees shall be made aware of their vacation accruals on at least a monthly basis. Upon implementation of the University's automated accrual system, the University shall provide employees with at least sixty (60) calendar days notification that he/she will reach the maximum allowable accumulation.
2. The employee shall request dates for use of the vacation as soon as possible prior to the maximum accumulation. When the request is provided at least thirty (30) calendar days in advance, an employee shall be granted vacation

before the employee's accumulated credit reaches the maximum, with the following exceptions:

- a. If the specific dates on which the employee requests use of vacation credit cannot be granted, the employee shall be scheduled for alternate dates off; or
 - b. In the event the University cannot schedule alternate dates off, the vacation credit in excess of the employee's maximum allowable accumulation which cannot be used shall be placed in the employee's compensatory time bank and shall become compensatory time off credit.
3. In the event an employee fails to request use of vacation credit at least thirty (30) calendar days prior to reaching his/her vacation maximum, the University shall endeavor to grant the vacation use requested or schedule an alternate date. If such request cannot be granted or an alternate date cannot be scheduled, and if the employee had been notified at least sixty (60) calendar days in advance that he/she was reaching the maximum vacation allowable, the vacation credit which would have taken the employee over his/her vacation credit maximum shall be lost to the employee.

E. VACATION PAY

1. Pay for vacation shall be at the employee's straight time rate including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on vacation.
2. An employee who separates from employment or who is granted extended military leave shall be paid for any vacation earned through the employee's last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.

F. TRANSFER OF VACATION CREDIT

An employee who is transferred, promoted, or demoted to another University position in which vacation credit can be earned shall have any earned vacation credit transferred unless such transfer is in conflict with an Agreement covering the new position. An employee who is transferred, promoted, or demoted to a University position for which a transfer of credit is in conflict with an Agreement or in which vacation credit is not earned shall be paid for any earned vacation at the time of transfer. An employee who is transferred, promoted, or demoted to a Laboratory (LBL) position from a campus or from a LBL position to a campus position shall be paid for any earned vacation at the time of transfer.

G. CURTAILMENT PERIOD

1. Consistent with the University's management rights, including its right to determine the orderly, effective and efficient operation of the University, the University may elect at one or more of its locations, to curtail or shut down some or all of its activities, on a location by location basis, for periods of specific duration. By way of example and not limitation, such periods may represent opportunities for energy/cost savings and/or adjustments to reduce levels of work activity due to transition periods in the academic calendar and/or "seasonal" or "holiday" influences on scheduled work activities and/or the occurrence at or on University facilities of major public events and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations.
2. In the event of such total or partial closure or curtailment of operations, whether or not the University is able to anticipate such event, employees affected shall select one or a combination of the following options to cover their status during such period of time:
 - a. Employees may use accumulated vacation leave during the period. Newly employed unit members would be allowed to use accrued vacation even if the required six (6) continuous months on pay status has not been completed. Employees without sufficient accumulated vacation would be allowed to use up to three (3) days vacation leave prior to actual accrual.
 - b. Employees with accrued compensatory time may elect to use it to cover the scheduled time off or to offset the use of vacation time.
 - c. Employees who do not wish to use vacation or compensatory time off may elect to take a leave without pay during the closure.
 - d. Employees who do not select from a, b or c above or who do not qualify for a, b or c above shall, for the period of time necessary, be placed in a leave without pay status.

H. CATASTROPHIC LEAVE SHARING PROGRAM

Any bargaining unit employee may participate in a campus/medical center/LBNL's catastrophic leave program, if any, in accordance with the provisions of the location's program.