

## ARTICLE 14

### VACATION

14.1 Employees are eligible for paid vacation in accordance with the schedule in provision 14.2 below.

14.2 Vacation Schedule

- a. Service requirements below are in terms of full-time service. Vacation accrual shall be pro rata for employees who work less than full-time. State service credited by Cal Maritime to an employee on June 30, 1995 shall be transferred to the Cal Maritime, CSU system on July 1, 1995 for the purposes of this Article.

#### Vacation Accrual Per Monthly Pay Period

Service Requirements	DAYS	(Hourly Equivalent of Days)
1 Month to 3 Years	5/6	6-2/3
37 Months to 6 Years	1-1/4	10
73 Months to 10 Years	1-5/12	11-1/3
121 Months to 15 Years	1-7/12	12-2/3
181 Months to 20 Years	1-3/4	14
241 Months to 25 Years	1-11/12	15-1/3
301 Months and Over	2	16

- b. For purposes of computing vacation accrual, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month of service.
- c. An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.
- d. Vacation accrual is cumulative to a maximum of two hundred and seventy-two (272) working hours for ten (10) or less years of qualifying service, or three hundred and eighty-four (384) working hours for more than ten (10) years of

such service. Accrual in excess of this amount as of January 1 of each year shall be forfeited by the employee. The President may permit an employee to carryover more than the allowable accrual when the employee was prevented from taking enough vacation to reduce the accrual because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full or partial salary for compensable injury; or (4) was prevented from using accrued vacation previously scheduled to be taken in December because of being on paid sick leave.

- e. Accumulated vacation earned and accrued by employees at Cal Maritime shall be transferred to the Cal Maritime, CSU system as of July 1, 1995.

Notwithstanding provision 14.2 d above, employees who transfer more than two hundred (200) hours vacation credit to the Cal Maritime, CSU system, may accrue a maximum of four hundred (400) hours of vacation credit as of January 1, 1996 and January 1, 1997. Vacation hours in excess of four hundred (400) hours shall be forfeited on January 1, 1996 and January 1, 1997. As of January 1998, the maximum vacation accrual for such employees shall be in accordance with provision 14.2 d above.

- f. Requests for scheduling vacation shall be submitted in writing at least thirty (30) days in advance. If a conflict arises when two (2) or more employees request the same vacation dates, the conflict will be resolved, prior to approval of a request, on the basis of length of service at Cal Maritime, provided that operational needs are met. In the event Veterans Day is rescheduled for observance on another day by the President pursuant to Article 13.2, consideration shall be given for multiple employee requests to use vacation the day the holiday is normally observed - provided that operational needs can be met. If an employee submits a vacation request for three (3) days or less with less than thirty (30) days notice, such request will be approved subject to operational needs.
- g. Vacations shall be scheduled by mutual agreement. Vacations shall be taken only as authorized. Vacations will be canceled only when operational needs require it.
- h. Upon separation from service without fault on the employee's part, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount that the employee would have been paid had they taken the time off, but not separated from service.

- 14.3 Accumulated annual leave balances of bargaining unit members shall be transferred to the Cal Maritime, CSU system as of July 1, 1995 and shall be credited to vacation and/or sick leave accounts in the amounts determined by each affected employee. Such a determination must be made by the employee within 30 days from the effective date of this Agreement. Prior to such a determination, annual leave may be used as vacation or sick leave in accordance with this Article or Article 15, respectively.
- 14.4 Accumulated Personal Leave balances of bargaining unit members shall be transferred to the Cal Maritime, CSU system as of July 1, 1995. Accumulated Personal Leave shall be maintained in a separate leave account and shall not be subject to provision 14.2 d above. Personal Leave credits may be used in the same manner as vacation leave credits in accordance with this Article.
- 14.5 At the discretion of Cal Maritime, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. Upon termination from the Cal Maritime, CSU system employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for the purposes of retirement.
- 14.6 Whenever an employee's accrued vacation amount will exceed or has exceeded the maximum accrual by the end of the calendar year as a result of the denial of one or more requests by the employee to schedule and use vacation in the last quarter of the calendar year, the following procedure shall apply:
- a. The employee shall submit a vacation request for the use of the excess vacation and the appropriate administrator shall respond to the request within ten (10) working days.
  - b. In the event that the request has not been granted within the ten (10) day period, the employee and the appropriate administrator shall attempt to reach mutual agreement on alternative dates on which to use the excess vacation.
  - c. If the employee and the appropriate administrator are unable to reach agreement, the employee may suggest three (3) alternative, non-overlapping periods of vacation time to be completed no later than June 30 of the new calendar year to utilize the excess vacation. The appropriate administrator shall agree to one of the three (3) scheduling options submitted by the employee.

- d. If the employee fails to submit the three (3) scheduling options for use of the excess vacation, the appropriate administrator will direct the use of vacation on days to be determined by the appropriate administrator.