

**ARTICLE 39
PAID ANNUAL LEAVE**

Section A. Initial Leave.

Upon hire, each permanent employee shall be credited with an initial annual leave grant of sixteen (16) hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

Section B. Allowance.

Paid service in excess of eighty (80) hours in a bi-weekly work period shall not be counted. A permanent employee shall be entitled to annual leave with pay for each eighty (80) hours of paid service or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period as follows:

ANNUAL LEAVE TABLE

<u>Service Credit:</u>	<u>Annual Leave:</u>
0 – 1 yrs. (0 - 2,079 hrs.)	= 4.0 hrs./80 hrs. service
1 – 5 yrs. (2,080 – 10,399 hrs.)	= 4.7 hrs./80 hrs. service

Section C. Additional Allowance.

Permanent employees who have completed five (5) years (10,400 hours) of currently continuous service shall earn annual leave with pay in accordance with their total classified service including military leave, subsequent to January 1, 1938, as follows:

ADDITIONAL ALLOWANCE TABLE

<u>Service Credit:</u>	<u>Annual Leave:</u>
5 - 10 yrs. (10,400 - 20,799 hrs.)	= 5.3 hrs./80 hrs. service
10 - 15 yrs. (20,800 - 31,199 hrs.)	= 5.9 hrs./80 hrs. service
15 - 20 yrs. (31,200 - 41,599 hrs.)	= 6.5 hrs./80 hrs. service
20 - 25 yrs. (41,600 - 51,999 hrs.)	= 7.1 hrs./80 hrs. service
25 - 30 yrs. (52,000 - 62,399 hrs.)	= 7.7 hrs./80 hrs. service
30 - 35 yrs. (62,400 - 72,799 hrs.)	= 8.4 hrs./80 hrs. service
35 - 40 yrs. (72,800 - 83,199 hrs.)	= 9.0 hrs./80 hrs. service
40 - 45 yrs. (83,200 - 93,599 hrs.)	= 9.6 hrs./80 hrs. service
45 - 50 yrs. (93,600 -103,999 hrs.)	= 10.2 hrs./80 hrs. service
etc.	

Solely for the purpose of additional annual leave and longevity compensation, an employee shall be allowed State service credit for: employment in any non-elective excepted or exempted position in a principal Department, the Legislature, or the Supreme Court which immediately preceded entry into the State Classified Service, or for which a leave of absence was not granted; up to five (5) years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a Military Leave of Absence would have been granted had the veteran been a State Classified employee at the time of entrance into military service. When an employee separates from employment and subsequently returns, military service previously credited shall not count as current continuous State service for purposes of re-qualifying for additional annual leave or longevity compensation if the employee previously qualified for and received these benefits.

Section D. Crediting.

Annual leave shall be credited at the end of the bi-weekly work period. Annual leave shall be available for use only in bi-weekly work periods subsequent to the bi-weekly work period in which it is earned. When paid service does not total eighty (80) hours in a bi-weekly work period, the employee shall be credited with a pro-rated amount of annual leave for that work period based on the number of hours in pay status divided by eighty (80) hours multiplied by the applicable accrual rate. No annual leave shall be authorized, credited or accumulated in excess of the allowable cap, except that an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with full back benefits by an Arbitrator under Article 8, shall be permitted annual leave accumulation in excess of the allowable cap. Any excess thereby created shall be liquidated within one (1) year from the date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one (1) year grace period, no more than the allowable cap of unused annual leave shall be paid off.

Section E. Transfer and Payoff.

Employees who voluntarily transfer from one (1) State Department to another shall be paid off at their current rate of pay for their unused annual leave subject to the applicable payoff cap below. However, the employee may elect, in writing, to transfer all accumulated annual leave.

Employees who separate shall be paid at their current hourly rate for the balance of their unused annual leave subject to the applicable payoff cap below.

Section F. Annual Leave Cap.

The cap on annual leave accumulation shall be in accordance with the schedule below. No annual leave in excess of two hundred forty (240) hours shall be

included in final average compensation for the purpose of calculating retirement benefits.

ANNUAL LEAVE ACCUMULATION SCHEDULE

<u>Years</u>	<u>Accrual</u>	<u>Accumulation Cap</u>	<u>Payoff Cap</u>
1 – 5	4.7	296	256
5 – 10	5.3	311	271
10 – 15	5.9	326	286
15 – 20	6.5	341	301
20 – 25	7.1	346	306
25 – 30	7.7	356	316
30 – 35	8.4	356	316
			etc.

Section G. Utilization.

Except as provided herein, an employee may charge absence to annual leave only with the prior approval of the Employer. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient leave credits payroll deductions (lost time) shall be made for the work period in which the absence occurred. In those emergency circumstances when prior approval cannot be reasonably obtained the employee may request subsequent approval of annual leave. Such requests, when explained, shall not be unreasonably denied. In the event the request is denied, upon employee request, the reason for denial shall be reduced to writing.

An employee may request to use accrued annual or personal leave to substitute for all or part of any unpaid leave where the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA) as provided in Article 16, Medical Leave, and Article 50, Parental Leave and Family Care Leave. Annual or personal leave may be substituted for an unpaid parental leave, medical leave for the employee's own serious health condition, or family care leave when such leave is to care for the employee's parent, spouse, or child's serious health condition. The amount of paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve (12) work weeks during a twelve (12) month period. The twelve (12) month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, annual leave used by an employee will be credited against an employee's FMLA leave entitlement when the annual leave is for a serious health condition and:

1. The employee requests annual leave to substitute for an unpaid intermittent or reduced work schedule; or

2. Where the employee requests the use of annual leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) work days or more.

Where an employee requests the use of annual leave or personal leave and it is determined based on information provided by the employee or the employees' spokesperson in accordance with the Act that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's twelve (12) work week leave entitlement under the FMLA. When the Employer requires that annual or personal leave be counted as FMLA leave; this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave in accordance with the Act. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended, except as provided in the Act.

Section H. Scheduling.

Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee. Annual leave will only be authorized up to the maximum amount of annual leave credits in an employee's account prior to the initial date of the annual leave. Employees may not take annual leave without the Employer's prior approval. Barring an annual leave request for a special or an unusual travel plan, annual leave may be limited to two (2) calendar weeks in order to accommodate as many annual leave requests for the same period or season or to comply with the operational needs of the Employer. Any holiday recognized in this Agreement which occurs during a requested annual leave period will not be charged as annual leave time. Formal systems of scheduling vacations and the duration of such vacations will, upon request, be negotiated at the secondary level.

The Employer will not unreasonably deny the use of annual leave on the basis of a fixed standard, but will judge each request on a case-by-case basis.

Upon the employee(s) written request, if annual leave is denied for operational needs, the operational need(s) shall be reduced to writing.

The Employer agrees to expedite the grievance procedure for the handling of the grievances for denial of annual leave per the following procedure:

Step 1. The grievance is given to the immediate supervisor with a request to expedite.

If not expedited to the satisfaction of the Employee/Union:

Step 2. The Union may verbally contact the Step 2 official, explain the situation and request an expedited answer.

If not expedited to the satisfaction of the Employee/Union:

Step 3. The Union may verbally contact the Step 3 official, and request an expeditious answer.

At each step, every effort will be made to answer grievances through and including Step 3 before the requested annual leave is to be taken or before the employee must confirm travel or other similar arrangements.

The above process assumes an obligation on the part of the employee to make requests as soon as possible in the expediting process.

Section I. Conversion to Sick Leave.

Employees on annual leave who become ill or are injured and who thereby require: (1) hospitalization, (2) emergency surgery/treatment and convalescence there from, or (3) a medically prescribed confinement may convert such period of time to sick leave.

Employees who return home from or significantly interrupt annual leave because of death, injury or illness of a person other than the employee, for which sick leave could normally be used, may convert such time to sick leave provided that such illness or injury requires (1) hospitalization and/or (2) emergency surgery/treatment and convalescence requiring the presence of the employee. Employees on annual leave at home shall have the same privilege. In accordance with Section G. of this Article, where annual leave is converted to sick leave and the use of the sick leave is for a qualifying purpose under the FMLA, such sick leave, if for five (5) work days or more, may be counted against the employee's FMLA leave entitlement of twelve (12) work weeks during a twelve (12) month period.

Upon the Employer's request, an employee seeking to convert annual leave to sick leave under this Article must produce written medical verification as required by the Employer describing and verifying the injury or illness and hospitalization or treatment therefrom.

When placing an employee on a medical leave of absence for which the employee will be receiving benefits under the State's long-term disability insurance program, the Employer will not charge any paid time to the employee's annual leave if the employee has requested the Employer not to do so, in writing.

Section J. Annual Leave Buy Back.

A laid off employee who has been rehired from layoff to a permanent position in a different Department/Agency may elect to buy back up to eighty (80) hours of accrued annual leave which had been paid off. An employee recalled to the Department/Agency from which he/she was laid off may elect to buy back any portion of annual leave up to the amount he/she was paid off. An employee

electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to the Department/Agency making the original payoff. Such option may be exercised only once per recall, and must be exercised during the first thirteen (13) pay periods of the recall/rehire.

Section K. Annual Leave Freeze.

An employee separated by reason of layoff may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's last rate of pay.

An employee may elect to freeze annual leave up to the accrued balance during a leave of absence by providing written notice of such intent to the Employer at the commencement of the leave of absence. Payment for annual leave due an employee who fails to return from a leave of absence shall be at the employee's last rate of pay prior to the leave.

Section L. Annual Leave Bank Donations.

1. Right to Receive Annual Leave Donations.

Upon employee request, except as otherwise provided in this Article, annual leave credits may be transferred to other employees under the following conditions:

- a.** The receiving employee has successfully completed his/her initial probationary period and faces financial hardship due to serious injury, or the prolonged illness of the employee or his/her immediate family as defined in Article 40 or for bereavement leave for the death of an immediate family member in accordance with Article 40, Section H.
- b.** The receiving employee has exhausted all leave credits.
- c.** The receiving employee's absence has been approved.
- d.** An employee may receive direct transfer of annual leave from employees within their employing Department. The right to donate hours and receive hours through direct transfer is not limited to employees in these Bargaining Units where reciprocal agreements exist with other exclusive representatives or provided for in the Civil Service Rules and Regulations for Non-Exclusively Represented Employees.
- e.** An employee in these Bargaining Units may receive a maximum of thirty (30) work days from the leave bank provided in Section 2 below. The thirty (30) work day maximum will be reduced by any hours received through direct transfer.

