

**ARTICLE 66.2C,H--VACATION SCHEDULING (OSH, Pendleton Cottage)**

**Section 1.** Vacation time shall be scheduled within the workload and scheduling requirements of the Institution or Facility. If two (2) or more employees request the same period of time off during the designated sign-up period and the matter cannot be resolved by agreement of the Parties concerned, conflicts in scheduling vacation time shall be resolved by exercising an employee's seniority. An employee will be permitted to exercise their seniority once every ~~two (2) calendar~~ years. A calendar year is defined as January 1<sup>st</sup> through December 31<sup>st</sup>. Seniority for the purposes of this Article is defined as the employee having the greatest length of continuous service with the Institution or Facility. The employee with the most seniority will be given first opportunity to secure the vacation time in conflict by exercising their seniority (when available). If the most senior employee decides not to do so, then the less senior employee will be given the same opportunity. In instances where neither employee wishes to exercise their seniority to secure the vacation time, a flip of the coin will be utilized to break the conflict. Vacation time identified as conflicts will not be granted until the conflict is resolved using the methods identified in this Article. Exceptions for granting vacation time may be made beyond the quarterly process with approval from management, in conjunction with Human Resources. When such an exception is granted, the employee is restricted from exercising their seniority to secure vacation time ~~or two (2) calendar~~ that years. The Institution or Facility will facilitate this process by providing a designated sign-up period.

Submission for each quarter is as follows:

Time Blocks	Request Received By
January 1 through March 31	November 15
April 1 through June 30	February 15
July 1 through September 30	May 15
October 1 through December 31	August 15

After the designated sign-up period, vacation requests will be approved on a first-come first-served basis subject to the operating needs of the Agency.

**Section 2.** The Institution or Facility will grant or deny the request for vacation within five (5) calendar days of the employee's request received by the employee's supervisor or their designee. Requests will not be unreasonably denied. Grievances concerning this Section may be pursued only until the expiration of this Contract and shall terminate at that time.

**Section 3.** Vacations that have been scheduled may not be canceled by the Institution or Facility except in the event of an emergency. When unrecoverable vacation deposits in excess of fifty dollars (\$50.00) are incurred by an employee, the vacation shall not be canceled by the Institution or Facility. In the event of a schedule change caused by seniority or a transfer at the request of an employee, the provisions of this Section shall not apply.

**Section 4.** If an employee requests a lateral transfer, their choice of vacation made during their previous assignment shall be subjugated to any employee request in the

39 new unit made prior to the transfer which is protected under Section 1. If an employee  
40 is transferred by the Institution or Facility, Sections 1 and 3 will apply.  
41 (See also Institutions Coalition Letter of Agreement [66.2H-20-381](#) in Appendix A.)