

TA 12/20/2019
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ARTICLE 7
VACATION

PUSD Unit I
Proposal #2
October 1, 2019
3:57 p.m.

7.1 General

7.1.1 Paid vacation shall be granted to all regular classified employees pursuant to the provisions of this article.

7.1.2 All newly hired Unit members shall accrue vacation credit but shall not be eligible to take paid vacation, except for mandated recess time, (as defined in Sections 7.1.3 and 7.8) prior to completion of their first six (6) months of service.

7.1.3 Absent approval of management, Unit members whose work year is less than twelve (12) months shall be required to use all vacation during the Thanksgiving, Winter, February and Spring break recesses.

(i) For purposes of this Article, vacation allocation shall be credited at the beginning of the fiscal year, pro-rated according to hire date, computed at the employee's regular hours per day assignment and adjusted annually to be in compliance with Section 7.7.

(ii) The vacation bank of any employee whose employment terminates prior to the end of the employee's work year will be adjusted to reflect the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year prior to the date of termination plus any accrued vacation carried over from the prior year. Any negative balance will be deducted from the employee's final pay warrant.

(iii) The vacation bank of any employee who completes the work year shall equal the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year, plus any accrued vacation carried over from the prior year.

a. Vacation time, if any, may be used, with prior approval of the appropriate supervisor, during the employee's work year.

b. Unit members shall use excess vacation time (anything over one year accrual) before compensatory time is used.

(iv) Beginning with the 2020-2021 academic year, Unit members whose work year is less than 12-months with accrued vacation in excess of ten (10) vacation days shall have

additional vacation days up to the maximum District recess days paid out of the November June pay warrant each year.

7.2 Vacation Accrual Rate

Vacation shall be earned and accrued on a monthly basis per hour of service, exclusive of overtime and added assignments. Employees whose anniversary date would entitle them to an increase in vacation accrual rate during an academic year will have their vacation accrual rate adjusted at the beginning of that academic year (July 1).

Annual vacation days for employees are set forth below.

7.2.1 During the first through the third year of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees (260 days)	12 Days
11.5 month employees (235 days)	11.5 Days
11 month employees (224 days)	11 Days
10.5 month employees (217 days)	10.5 Days
10 month employees (210 days)	10 Days
9.5 month employees (200 days)	10 Days

7.2.2 During the fourth through tenth years of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees (260 days)	15 Days
11.5 month employees (235 days)	14.5 Days
11 month employees (224 days)	14 Days
10.5 month employees (217 days)	13.5 Days
10 month employees (210 days)	13 Days
9.5 month employees (200 days)	13 Days

7.2.3 During the eleventh through fifteenth years of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees (260 days)	20 Days
11.5 month employees (235 days)	19.5 Days
11 month employees (224 days)	19 Days
10.5 month employees (217 days)	18.5 Days
10 month employees (210 days)	18 Days
9.5 month employees (200 days)	18 Days

7.2.4 During the sixteenth year or more years of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees (260 days)	22 Days
11.5 month employees (235 days)	21.5 Days
11 month employees (224 days)	21 Days
10.5 month employees (217 days)	20.5 Days
10 month employees (210 days)	20 Days
9.5 month employees (200 days)	20 Days

7.3 Except as provided below, the number of days of vacation which may be carried forward to a new fiscal year shall not exceed the Unit member's annual allowance. Any excess vacation accrual that a Unit member does not take shall be paid out at the end of the fiscal year or carried forward to the following school year at the discretion of the District, except that Unit members shall have the right, upon request, to be paid out up to two (2) weeks of excess vacation accrual. Such requests shall be made during the month of October each year. A written request and justification for exceeding the carryover requirements must be submitted to the immediate supervisor. The supervisor will work with the Unit member to develop a plan for using the excess vacation.

7.4 The Unit member's initial date of employment in probationary status shall be the basis for the commencement of a year of service under the provisions of this Article.

Any employee contracted for less than eight (8) hours who works extra hours on a timesheet will accrue vacation hours on the extra time.

7.5 Unit members may request vacation dates in order of preference. If a conflict arises regarding the approval of vacation dates, the supervisor and employee shall meet in an attempt to arrive at a mutually agreed upon vacation date. The final authority for approval of requested vacation dates is vested with the supervisor.

7.6 Upon separation from service, the Unit member shall be entitled to a lump-sum compensation for all earned and unused vacation pay except that Unit members who have not completed six (6) months of service in regular employee status shall not be entitled to such compensation.

7.7 Unit members who have been paid for vacation in excess of their accrued vacation bank shall have their vacation bank reduced to reflect such excess payout or use of vacation annually. If a Unit member is terminated and has been granted vacation which was not yet earned and accrued at the time of the separation, the unearned vacation pay shall be deducted from the Unit member's final pay warrant.

- 7.8 Subject to prior approval of the supervisor, twelve (12) month employees may take vacation at any time during the school year. It is provided, however, that up to eight (8) days of vacation, with pay or without pay if there is insufficient accrued paid vacation, may be assigned during the Thanksgiving and Winter break recesses to all twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants when the ESS or Preschool Program is not in operation as specified in the ESS and Preschool Program calendars.
- 7.8.1 Twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants who are required to use vacation during the Thanksgiving and Winter breaks may, subject to prior approval of the supervisor, take an equivalent number of days as unpaid vacation at any time during the school year.
- 7.9 Annually, the District shall notify Unit members of the amount of their accrued vacation.
- 7.10 If a paid holiday occurs during a Unit member's scheduled vacation, such holiday shall not be counted as a vacation day.
- 7.11 Any Unit member who becomes ill, injured or bereaved during a vacation period shall be eligible to convert to appropriate leave benefits. For illness, injury or bereavement of five (5) days or less, employees shall self-verify using the appropriate District form.
- Illness, injury or bereavement of more than five (5) days may require verification using the appropriate District form.
- Abuse of this provision, including repeated use, may require additional verification as determined by the District.