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**ARTICLE 7
VACATION**

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. At the commencement of the school year, the District shall provisionally credit to the vacation bank of such employees one full day of vacation, provided that:
 - (i) Employees hired after the commencement of the school year shall not be credited with any unearned vacation for that school year.
 - (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) When an employee reaches an accrual rate of 15 days or more of annual vacation, pursuant to Section 7.2, the crediting of one provisional day of vacation at the commencement of the school year, shall cease.
 - (iv) 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.

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.

- 7.2.1 During the first through the third year of continuous service the rate shall be 0.04615 hours per hour of paid service (12 days per year).
- 7.2.2 During the fourth through the tenth year of continuous service the rate shall be .05769 hours per hour of paid service (15 days per year).
- 7.2.3 During the eleventh through the fifteenth year of continuous service the rate shall be .07731 hours per hour of paid service (20 days per year).
- 7.2.4 After completion of the fifteenth year of continuous service the rate shall be .08462 hours per hour of paid service (22 days per year).

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 8 hours who works extra hours on a timesheet for a department other than their contracted position, will accrue vacation hours on the extra time. Such employees may carry forward this accrued vacation time up to the amount needed to keep the employee in a paid status for all the District recess periods listed in Section 7.1.3 of the Agreement. Any such accrued vacation time that exceeds this amount will be paid with the payment of the timesheet. This section only affects time sheet hours outside of the contracted department.

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 If a unit member is terminated and has been granted vacation which was not yet earned at the time of 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 The District shall provisionally credit one full day of vacation to the vacation bank of 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 prior to assigning them vacation without pay pursuant to Section 7.8, subject to the provisions of Section 7.1.3.(i)-(iii).

7.8.2 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 days or less, employee shall self-verify using form P-9 VSB.

Illness, injury or bereavement of more than five days may require verification using form B-72 or other verification.

Abuse of this provision, including repeated use, may require additional verification as determined by the District.