

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
RIVERSIDE CHAPTER #506
AND THE
RIVERSIDE UNIFIED SCHOOL DISTRICT
TENTATIVE AGREEMENT
October 13, 2022**

This Tentative Agreement (TA) is entered by and between Riverside Unified School District (the "District" or "RUSD") and the California School Employees Association and its Chapter #506 ("CSEA"), collectively, ("the parties"). The District and CSEA meet and negotiate wages, hours, and working conditions.

The parties agree to the following changes in the CBA, Article XII:

**ARTICLE XII
VACATION**

- 12.0 Eligibility: All unit members shall earn paid vacation as provided for under this Article and shall be vested in such earned vacation after completion of their initial six (6) months of employment. Vacation benefits are earned on a fiscal year basis July 1 - June 30.
- 12.0.1 Except as provided for in Article 12.11 of the Agreement, no unit member shall have vacation deducted from the books unless the unit member uses it or the District pays the unit member for it.
- 12.1 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
- 12.1.1 From the first year through the fifth year of service, vacation time shall be earned and accumulated at the rate of one (1) day of vacation for each month of service plus one additional day per year, not to exceed thirteen (13) days per fiscal year.
- 12.1.2 Commencing with the sixth year of service, the unit member shall be granted one (1) additional day of vacation for each year of service, not to exceed the following limits:
- i. Unit members on ten (10) month work year: Maximum total annual vacation: nineteen (19) days.

- ii. Unit members on eleven (11) month work year: Maximum total annual vacation: twenty (20) days.
- iii. Unit members on twelve (12) month work year: Maximum total annual vacation: twenty-one (21) days.

12.1.3 Stated limits in 12.1.2 notwithstanding, all bargaining unit members shall receive one (1) extra day of vacation beginning in their fifteenth (15), twentieth (20), twenty-fifth (25) and thirtieth (30) year in the District.

12.1.4 A less than 12 month unit member serving as a summer employee for no less than fifteen (15) days shall receive one (1) additional day of vacation per year to correspond with the number of hours worked in the summer. Unused vacation shall be credited to the unit member's vacation balance.

12.2 Vacation for Unit Members Working Fewer Than Eight Hours Daily: All the provisions of this Article shall apply to unit members on regular status whose regular workday is less than eight (8) hours except that part-time unit members shall earn vacation in proportion to that part of an eight (8) hour day which the unit member works.

12.3 Vacation Scheduling: Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements. The District reserves the right to schedule vacations at times least disruptive to the work routine. If there is a conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greater District seniority shall be given preference.

12.4 Vacation requests submitted subsequent to previously requested and approved vacations shall not take precedence regardless of the seniority of the requesting unit members(s). However, nothing shall prevent the District from approving such requests.

12.5 Paid Vacation Periods: ~~Except as otherwise provided in this Article, paid vacation shall be taken no later than August 31 of the fiscal year immediately following the fiscal year in which it is earned. Normally,~~ **For** all unit members whose work year is less than twelve (12) months, the paid vacation shall be

granted in the fiscal year in which it is earned. Unit members whose work year is less than twelve (12) months shall take all vacation entitlement possible during winter and spring recess, unless the District and the unit member agrees to schedule vacation at another time.

12.6 Vacation Request Form: The District and the Association shall mutually agree to a form to be used by unit members requesting vacation.

12.6.1 The District shall notify the unit member requesting vacation of the status of the request no later than ten (10) days after the unit member has submitted the request. Nothing in the previous sentence precludes approval of vacation requests submitted less than 10 days prior to actual requested vacation days.

12.6.2 In the event a unit members' requested vacation is denied, the immediate supervisor shall provide a written reason for such denial. A copy of the unit member's requested vacation and written reason for denial shall be forwarded to the District's Assistant Superintendent Personnel Department or his or her designee.

12.6.3 Unit members who fail or refuse to schedule earned vacation may be required by the District to take any or all earned vacation in excess of their two-year accumulation for twelve (12)-month unit members and one (1) year accumulation for less than twelve (12)-month unit members after consultation with the unit member. Such scheduling by the District shall not occur unless the unit members' failure to schedule vacation would result in an excess accumulation of earned vacation.

12.6.4 Should a supervisor or manager deny the timely request of a unit member to take the full annual vacation to which the unit member is entitled, the unit member shall be paid on the next regular pay warrant the unit member receives after June for the number of vacation days denied.

~~12.6.4~~ **12.6.5** Unit members may be allowed to substitute, if their sick leave is exhausted, earned vacation for sick leave days under the same conditions as provided for under Article XIII of the Agreement.

- 12.7 Vacation Postponement: If a unit member's vacation becomes due during a period when the unit member is on leave due to illness or injury, the unit member may request that the vacation be rescheduled, and the District shall grant such request in accordance with vacation dates available at the time.
- 12.8 Interruption of Vacation: A unit member shall be permitted to interrupt or terminate vacation leave in order to begin sick leave or bereavement leave without a return to active service, provided the unit member supplies reasonable notice and, within thirty (30) days of the event giving rise to the request, supporting documentation regarding the basis for such interruption or termination. In the event of a request for interruption or termination by reason of illness, such illness must be sufficiently serious in nature to require hospitalization or confinement to bed by order of a physician. For the days of hospitalization or confinement to be credited as sick leave, the unit member must submit a verifying statement from the attending physician within thirty (30) days of the event giving rise to the request.
- 12.9 Holidays: When a holiday falls during the scheduled vacation of a unit member, such holiday shall not be counted as a vacation day.
- 12.10 Vacation Pay: Pay for vacation days for unit members shall be the same as that which the unit member would have received had the unit member been in a working status except that no unit member shall be paid overtime of any type while on vacation.
- 12.11 Vacation Pay Upon Separation: When a unit member separates for any reason (retirement, resignation, termination, etc.), that unit member shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the separation, except that unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

Any unit member who has been granted vacation in excess of that which was earned at the time of separation shall have deducted from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation.

~~12.12 Vacation Accrued That The Unit Member Is Not Permitted To Use:~~ Should a supervisor or manager deny the timely request of a unit member to take the full annual vacation to which the unit member is entitled, the unit member shall be paid on the next regular pay warrant the unit member receives after June for the number of vacation days denied.


This is a tentative agreement and shall not be finalized until the completion of CSEA's policy 610 review process and the District's Board approval process.

FOR THE DISTRICT:


FOR CSEA;




Kyle Ybarra
Assistant Superintendent, Personnel
Riverside Unified School District



Joy Hurst
President, CSEA #506



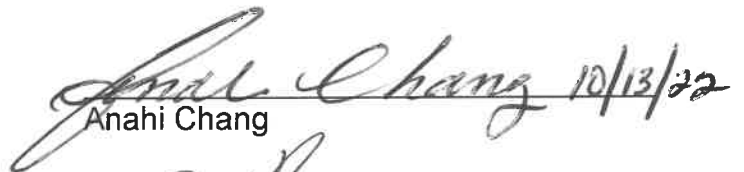
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