

Paid Time Off (PTO)

District employees shall earn paid time off (PTO) days annually according to the following schedule, unless otherwise provided by a negotiated agreement:

179-184 day employees and AFSCME eligible employees-12 days
185-209 day employees-13 days
210-220 day employees-14 days
240-260 day employees-16 days

Definitions

1. An "AFSCME eligible employee" is an employee covered by the Understanding entered into by the Board and Local 547, Council No. 76, American Federation of State, County and Municipal Employees, AFL-CIO, referred to as the Union.
2. "Immediate family" shall include an employee's spouse, parent, children, siblings, grandparents, in-laws, grandchildren and partner in a civil union. Exceptions to this definition may be made by the superintendent.

Current PTO

- A. PTO leave shall be accrued by the employee on the first day of the fiscal year. Part-time employees will receive PTO at a rate proportional to their FTE percentage.
- B. PTO is provided for an employee use under the following conditions:
 - i. SICK LEAVE:
 - a. For an appointment with a doctor, dentist or other health care specialist.
 - b. For the illness of an employee or the employee's immediate family.
 - ii. PERSONAL LEAVE:
 - a. For any other purpose.
 - iii. AND other allowable uses as allowed per law.
- C. If an employee exhausts all Current and Accrued PTO leave, any excess PTO days taken by the employee that are not covered by the sick leave bank shall be deducted from the employee's pay as Leave Without Pay at the employee's daily rate.
- D. Employees represented by the Master Agreement with LCSD & LCEA have negotiated the following:
 - a. PTO shall be requested at least 3 working days prior to absence. The only exception shall be in cases of illness or emergency. Employees shall follow procedure to notify the substitute coordinator and/or

supervisor so that arrangements can be made for substitutes or other necessary personnel. PTO requests may be granted or denied based on the availability of substitutes.

- b. PTO may not be taken to extend Thanksgiving, winter or spring break, or during the first four weeks (including in-service days), or the last two weeks, of the teacher contract year unless being used for sick leave or emergency. Under exceptional or hardship situations, exceptions must be approved by the Superintendent or his/her designee.
- c. The maximum number of days of PTO that may be used for personal leave consecutively is two contract days. Under special or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

Accrued PTO

Unused PTO days shall accrue from year to year during an employee's employment up to a maximum of 90 days and shall be referred to as "accrued PTO." All sick and personal leave accrued by a district employee before July 1, 2019, shall roll over and be included in the employee's accrued PTO balance.

Accrued PTO is subject to the following regulations:

1. Unused PTO days that would take an employee's accrued PTO balance over 90 days shall be "cashed in" at the end of each fiscal year (June 30) and paid to the employee at the base substitute rate, rather than rolled over into the accrued PTO balance.
2. No employee shall receive pay for accrued PTO at the time of termination of employment, except for retiring employees (defined as employees retiring through PERA or having 20 years or more of service in the district), who shall be paid half of the base substitute daily rate per unused accrued PTO day.

Accrued PTO may only be used for the purposes of sick leave, as defined above.

Current PTO must be used before accrued PTO may be used in a given year.

Annual PTO buy-back

If an employee has 7(seven) or more days of remaining current PTO at the end of the fiscal year (June 30), the employee may receive payout for the remaining days at the base substitute rate according to the schedule below:

1. An employee who has 10 remaining current PTO days may opt to receive payout for up to four (4) PTO days at the base substitute rate.
2. An employee who has 9 remaining current PTO days may opt to receive payout for up to three (3) PTO days at the base substitute rate.

3. An employee who has 8 remaining current PTO days may opt to receive payout for up to two (2) PTO days at the base substitute rate.
4. An employee who has 7 remaining current PTO days may opt to receive payout for one (1) PTO day at the base substitute rate.
5. An employee who has six (6) or fewer remaining current PTO days does not have a payout option.

Days that are eligible for and opted for payout will be paid on the June paycheck of the contract year and will be paid at the daily substitute rate. Any additional days missed, other than those allowed herein or in other leave policies, will result in a reduction of pay on a per diem basis.

An employee who does not opt to have eligible PTO days paid out will have those days roll over into accrued PTO as defined above.

Adopted: Prior to 2019
Revised: July 2019
Revised: September 2020
Revised: June 2022

LEGAL REF.: C.R.S. 14-15-101 *et seq.* (Colorado Civil Union Act)

CONTRACT REFS.: LCSD/LCEA Master Contract – Article 10, Leaves; Sections 10.1, Paid Time Off (PTO), 10.2, Accrued PTO and 10.3, Annual PTO Buy-Back
AFSCME Union Contract – Article VIII, Workday, Workweek, Overtime, Vacations and Sick Leave; Sections 8.b., Paid Time Off (PTO), 8.c., Accrued PTO and 8.d., Annual PTO Buy-Back

CROSS REFS.:

Administrative policies:

GBGF, Federally-Mandated Family and Medical Leave
GBGH, Sick Leave Bank