

## **Article 10 HOLIDAYS**

### **§ 10.1 Holiday Entitlement**

§ 10.1.1 The District agrees to provide all unit members in the bargaining unit with the following paid holidays:

#### **HOLIDAY**

Memorial Day  
Independence Day  
Labor Day  
Admissions Day (Floating Holiday)  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King, Junior's Birthday  
Lincoln's Day  
President's Day

§ 10.1.2 For convenience a projected holiday schedule is provided in Appendix E, Holiday Calendar Cycle. The dates given are subject to change based on variations in the college calendar.

### **§ 10.2 Additional Holidays**

§ 10.2.1 Every day declared by the President or Governor of this State as a public fast, thanksgiving or holiday, unless it is a special or limited holiday per California Education Code, or any day declared a holiday by the Governing Board under appropriate Education Code sections shall be a paid holiday for all unit members in the bargaining unit.

### **§ 10.3 Saturday/Sunday Holidays**

§ 10.3.1 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday.

## **Article 10 HOLIDAYS (Continued)**

### **§ 10.4 Eligibility**

**§ 10.4.1** Except as otherwise provided in this Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

**§ 10.4.2** Unit members in the bargaining unit who are not normally assigned to duty during the school holidays of Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

### **§ 10.5 Floating Holiday**

**§ 10.5.1** Each unit member who is on paid status on Admissions Day shall be entitled to one (1) "floating holiday" each school year. This floating holiday shall be a day when the unit member would otherwise have been scheduled to work.

**§ 10.5.2** This floating holiday shall not be cumulative from school year to school year.

**§ 10.5.3** The date of such holiday shall be selected by the unit member and shall be granted by the District unless there is a critical adverse effect on the particular function. If the adverse effect is a result of multiple requests, an appropriate number of requests prior in time shall be given preference.

**§ 10.5.4** Request for "floating holiday" shall be submitted to the supervisor for approval at least five (5) work days in advance of the selected day.

### **§ 10.6 Winter Holiday Closure**

**§ 10.6.1** It is the intention of the District to close as many operations as possible during the Christmas/New Year holiday period. While it is understood that there may be some activities and programs that will occur, and some facilities that will remain occupied, most staff will not be working and most facilities will be closed.

**Article 10 HOLIDAYS (Continued)**

**§ 10.6 Winter Holiday Closure (Continued)**

**§ 10.6.2** The District grants four (4) holidays during this period: Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. While these holidays will remain in place, the actual days during which the holidays are taken will be adjusted in order to achieve a continuous closure period.

**§ 10.6.3** The holiday period will be structured to maximize the continuous closure period providing a break from eight to eleven days (including weekends). To accomplish this and when two (2) additional days are needed, one (1) day will be taken as the unit member's floating holiday, and one (1) day will be provided by the District as an additional local holiday. When three (3) additional days are needed, one (1) day will be taken as the unit member's floating holiday, four (4) hours will be taken by the unit member using vacation, compensatory time off, paid time off, or unpaid leave, and one and one-half (1-1/2) days will be provided by the District as an additional local holiday.

**§ 10.6.4** Based on the provisions of Section 10.7.3 a schedule for winter closure through the year 2014 is reflected in Appendix E, Holiday Calendar Cycle.

**§ 10.7 College Calendar**

**§ 10.7.1** Upon adoption of a college calendar process, SEIU shall be given representation on the calendar committee.

**§ 10.7.2** The Superintendent/President will submit the calendar(s) to the College Council for distribution to, and for comment by, the Academic Senate, Associated Student Senate, and SEIU. Recommendations for modification of the college calendar will be forwarded to the Superintendent/President.

**§ 10.7.3** After consideration of all recommendations, the Superintendent/ President will forward the final calendar, with an administrative recommendation, to the Board of Trustees.

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