

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 Winter Holiday Closure will be structured to maximize the continuous closure period providing a break from ten to twelve days (including weekends). To accomplish this, the unit member's floating holiday, and an additional District provided local holiday will be designated during this period. If a unit member has already used the floating holiday, this time will be charged to vacation, compensatory time, paid time off, or unpaid leave. To further maximize the continuous closure period, one or two 50/50 Employee-District split days may also be designated. On a 50/50 split day, the Employee provides one-half day via vacation, compensatory time, paid time off, or unpaid leave and the District provides the other one-half day as additional holiday time off. A template for all future winter break calendars has been provided in Appendix E.2, Winter Holiday Closure Template.

§ 10.6.4 Based on the provisions of Section 10.7.3 a schedule of holidays through the fiscal year 2022/2023 is reflected in Appendix E.1, 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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