

**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
- Juneteenth Independence Day\*
- Independence Day
- Labor Day
- Native American 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
- Cesar Chavez / Dolores Huerta Day\*

\* Effective with the 2023/24 Academic Calendar

Additionally, for fiscal year 2022-2023, SEIU and the District agree to a one-time allocation of PTO for:

- All current employees as of July 1, 2022 and new employees hired as of September 23, 2022 – 24 hours (prorated by FTE)
- New employees hired between September 24, 2022 and March 31, 2023 – 16 hours (prorated by FTE)
- New employees hired between April 1, 2023 and June 19, 2023 – 8 hours (prorated by FTE).

All PTO hours must be utilized in the 2022/23 fiscal year.

**§ 10.1.2** 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.

**Article 10 HOLIDAYS (Continued)**

**§ 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.

**§ 10.4 Eligibility**

**§ 10.4.1** Except as otherwise provided in this Article, a unit member must be in paid status in the month that the holiday falls to be paid for the holiday.

**§ 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 the next.

**§ 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.

**Article 10 HOLIDAYS (Continued)**

**§ 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 employees will not be working and most facilities will be closed.

**§ 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 of their accrued 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 is located in Appendix E.2, Winter Holiday Closure Template.

**§ 10.6.4** Based on the provisions of Section 10.6.3, a schedule of holidays through the fiscal year 2022/2023 is reflected in Appendix E.1, Winter Holiday Calendar Cycle.

**§ 10.7 College Calendar**

**§ 10.7.1** SEIU shall be consulted over the placement of holidays that have more than one (1) option.

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