

**Article 16**  
**CSEA Proposal**  
07/13/2023

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**ARTICLE 16 - HOLIDAYS**

16.1 Holidays for which employees covered by this Agreement may be eligible are:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln Day
- Washington Day
- Cesar Chavez Day
- Friday of Spring Vacation Week
- Memorial Day
- Juneteenth**
- Independence Day
- Labor Day
- \*California Admission Day (Floating Holiday)
- Veterans' Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- \*Winter Break Day Floating Holiday #1
- \*Winter Break Day Floating Holiday #2
- \*Winter Break Day Floating Holiday #3

\* Alternative days may be observed for members required to work during this time. In addition, any days designated by the Board of Trustees as holidays in response to either state or nationally declared proclamation will be observed on a one-time basis only.

16.2 When any holiday or alternative observance day falls on a scheduled work day, a regular full-time employee covered by this Agreement shall receive such holiday at his/her full regular rate of pay. Any part-time employee covered by this Agreement may receive prorated holiday pay if such

34 holiday falls on the day of his/her regular work assignment.

35 16.3 To be eligible for holiday pay, an employee must be in paid status on the last working day before  
36 the holiday and the first working day following the holiday.

37 16.4 If an employee is required to work on a holiday, he/she shall receive his/her regular rate of pay,  
38 plus additional compensation at the rate of one and one-half times his/her regular rate of pay for  
39 each hour worked on such holiday.

40 16.5 If, for any academic year during the term of this Agreement, the governing board of the District  
41 determines that California Admission Day is to become a scheduled day of instruction on the  
42 District's academic calendar, such holiday shall be converted to a floating holiday for employees  
43 in the unit. An employee's utilization of such holiday must create at least a three-day weekend  
44 within the academic year in which the holiday accrues; is subject to the employee providing  
45 his/her supervisor with not less than fourteen (14) days' notice of the anticipated date of such  
46 holiday; and is subject to the scheduling needs of the District.

47 16.6 Substitute Holiday - **Calendar**

48 If an employee works a workweek other than Monday through Friday and as a result loses a  
49 holiday to which he/she would otherwise be entitled, the District will provide a substitute holiday of  
50 the number of hours to which the employee would have been entitled had the holiday fallen within  
51 the employee's normal work schedule. In advance of a scheduled holiday, the supervisor and the  
52 employee will determine substitute holiday arrangements for each employee who is eligible for a  
53 substitute holiday.

54 In the case of a holiday that occurs adjacent to a weekend (Saturday or Sunday), the employee  
55 shall have the opportunity for an equivalent length holiday weekend as Monday-Friday employees  
56 receive, within twelve (12) full months following the earning of the time, and is subject to the  
57 operational needs of the District.

58 **The District shall, at the start of the fiscal year, negotiate with the Association prior to**  
59 **setting the calendar for non-instructional days and campus closures.**

60 16.7 Floating holidays

61 The three (3) Winter Break Day Floating Holidays shall be used prior to the end of the fiscal year.  
62 California Admission day floating holiday must be linked to a weekend.

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