

City → Union
12.4.19

CITY PROPOSAL TO POPRA – HOLIDAYS

City Proposed Language:

ARTICLE XX HOLIDAYS

XX.1 Except as otherwise provided, each employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following specified days, and on no other day, during the term of this Agreement:

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|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Cesar Chavez Day | Day After Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | New Years Eve Day |

XX.2 Holiday Closure. The City Manager or designee may determine that all non-essential City operations close for a Holiday Closure during the Christmas and New Year holidays. In such event, employees shall be encouraged to take time off; however, it shall not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, personal leave or lost time during the closure period. Employees taking lost time during the closure shall continue to receive vacation, sick leave, city-wide and department seniority accruals. Eligible employees who have been employed with the City for less than 13 biweekly pay periods may use available vacation leave during the holiday closure.

XX.3 Except as otherwise designated, any holiday specified herein, including any other day proclaimed or designated by the City Council as a holiday for which full-time employees are entitled to holiday leave, which falls on a Sunday shall be observed for purposes of this Article on the following Monday. Such holidays which fall on a Saturday shall be so observed on the preceding Friday.

XX.4 Except as otherwise provided, no such employee shall be required to work on any of said holidays; provided, however, that subject to regulation and control by the City Manager, the Department Director or designee, may specify the days of the week and the hours of such days when any such employee in their department or under their jurisdiction shall be required to work, and may require any such employee to work on any or all of said holidays. Each full-time employee who is required to work on any or all of said holidays shall receive the salary they would be entitled to for that day at their regular rate of pay, and in addition shall receive compensatory time off duty equal to 1.5 the number of hours which the employee works on said holiday.

XX.5 For employees on an alternate work schedule if any of said holidays falls on a full-time employee's regular day off, during which the employee is not required to work, such employee shall be entitled to eight (8) hours of compensatory time off duty for full day holidays. Said compensatory time off duty shall be credited to such employees in accordance with Article X, Subsection X. of this Agreement; provided, however, that upon written request by the employee to the Department Director or designee, within not

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more than 30 calendar days after the holiday when such compensatory time was earned, such employee shall receive and be given, in lieu of such compensatory time off, additional compensation equal to the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.

- XX.6 The compensation above provided to any employee who may be required to work on any or all of said holidays shall be inclusive of any overtime compensation or other benefits to which such employee may be entitled under the provisions of any other ordinance or resolution of the City of San Jose or other applicable law, and not in addition.