

UNITED STATES DEPARTMENT OF LABOR

L. B. Schwellenbach, *Secretary*

BUREAU OF LABOR STATISTICS

Ewan Clague, *Commissioner*

COLLECTIVE BARGAINING PROVISIONS

Vacations; Holidays and Week-End Work

Bulletin No. 908-2



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1948

For sale by the Superintendent of Documents, U. S. Government Printing Office
Washington 25, D. C. - Price 15 cents

Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., November 26, 1947.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report on vacation and holiday and week-end provisions in collective-bargaining agreements. The report consists of two chapters: (1) Vacations, and (2) Holidays and Week-End Work, and is based on an examination of collective-bargaining agreements on file in the Bureau. Both chapters were prepared by James C. Nix, under the direction of Harold S. Roberts, Chief of the Collective Bargaining Division, Industrial Relations Branch.

EWAN CLAQUE, *Commissioner.*

Hon. L. B. SCHWELLENBACH,
Secretary of Labor.

Preface

As early as 1902 the Bureau of Labor Statistics, then the Bureau of Labor in the Department of the Interior, recognized the growing importance of collective bargaining, and published verbatim the bituminous coal mining agreement of 1902 between the Associations of Coal Mine Operators of Pennsylvania, Ohio, Indiana, and Illinois and the respective districts of the United Mine Workers of America. Since 1912 the Bureau has made a systematic effort to collect agreements between labor and management in the leading industries and has from time to time published some of those agreements in full or in summary form in the *Monthly Labor Review*.

The first bulletin entirely devoted to collective-bargaining agreements was published in 1925 under the title "Trade Agreements in 1923 and 1924." Similar annual bulletins were published in 1926, 1927, and 1928. These bulletins analyzed only outstanding agreements affecting certain industries and certain skilled crafts in which collective bargaining has followed a more or less established pattern.

No bulletins in this field were published by the Bureau between 1928 and 1942—a period during which collective bargaining first lost ground in the depression and then made rapid strides following the enactment of the National Labor Relations Act in 1935. The growth in trade-union membership from fewer than 4,000,000 workers in 1935 to more than 10,000,000 in 1942 not only resulted in a large increase in the number of collective agreements covering industries hitherto not included under collective bargaining, but also extended the scope and area of bargaining in individual industries. In recognition of this development, the Bureau's 1942 report on union agreements (Bulletin No. 686) dealt with provisions and clauses on particular labor-management problems rather than with the agreements on each union or industry separately.

The substance and character of collective-bargaining agreements change continuously, and many of the clauses and provisions covered in Bulletin No. 686 underwent significant changes during the war emergency, as a result not only of the normal processes of collective bargaining but of the decisions of the National War Labor Board. New problems meant new clauses and new provisions. The Board also gave added impetus to certain forms of union security, and to certain practices, now deeply imbedded in the entire field of labor-management relations.

The liquidation of the Board, and the renewal of emphasis on free collective bargaining after VJ-day, led to a tremendous increase in the demand for information on specific current provisions in agreements. Urgent requests came from employers and unions, from the U. S. Conciliation Service, and from mediators and arbitrators engaged in settling or preventing labor-management disputes. It was largely in response to these requests that the Bureau of Labor Statistics undertook to revise and bring up to date the material on union agreements.

In this revision two significant departures have been made: (1) Accumulation of data has made possible the use of a larger sample than was possible heretofore. (2) The information will be presented in a series of small bulletins, each stressing a major area of significant problem of collective bargaining. This will permit the material for each major problem to be published as rapidly as finished without waiting until all of the subjects of collective bargaining are analyzed. It will have the advantage of greater flexibility in handling specific requests for material from employers, unions, and the public. Some clauses are more or less stable and undergo relatively minor changes even over a considerable period of time and therefore need only occasional revision, whereas others undergo rather rapid change. Also, as new issues develop, it will be possible to add new bulletins to the series without revising those already published.

The clauses used are designed to facilitate, but not to condition, the bargaining process. No special attempt has been made to determine the prevailing industry practice or the most frequently used provisions. The clauses are presented, not as models, but as a source of reference for those who participate in collective-bargaining negotiations, by making available to them a wide variety of provisions on the specific subjects under consideration.

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Bulletin No. 908-2 of the
United States Bureau of Labor Statistics

Collective Bargaining Provisions Vacations; Holidays and Week-End Work

CHAPTER 1.—VACATIONS

"The enjoyment of a vacation with pay has long been one of the more important aspirations of American labor. It has been a goal of labor, not only because it makes possible leisure and relief from everyday cares and duties, but also because the right to a vacation with pay is a mark of social status and a recognition of the worth and dignity of the ordinary laboring man."¹

Paid-vacation clauses are now a standard feature of union agreements in most industries. Although vacations for white-collar workers have been common practice for many years, the extension of vacations to manual workers has been a relatively recent development. In 1940, only about 25 percent of all workers under union agreement were covered by paid-vacation clauses; by the end of 1944, the latest year for which figures are available, the proportion had increased to 85 percent.²

Paid vacations are least prevalent in seasonal and casual industries, of which the building trades may be regarded as an outstanding example. In these fields, work is irregular and the individual worker may have a number of different employers during a single year. This difficulty is sometimes solved by pooling employers' contributions into a central fund from which vacation allowances are paid to eligible workers. Arrangements of this type are especially frequent in the clothing trades.

The increased acceptance of the principle and practice of paid vacations for wage earners was due largely to the influence of the growing trade-union movement, but the recognition by management of the genuine benefits that workers and the industry as a whole derive from vacations and the National War Labor Board's policy of approving or ordering vacations gave added impetus to the inclusion of vacation clauses in collective-bargaining agreements.

¹ Report of the President's Emergency Board in the 1941 railroad case.

² For information on the prevalence of paid-vacation plans, by industry, and the details of such plans, see Bureau of Labor Statistics Bulletin No. 811, "Paid Vacations in American Industry, 1943 and 1944."

Unions base requests for paid vacations on the need to combat fatigue and to maintain good health, and on the beneficial effect of relaxation and recreation upon labor morale, productive efficiency, and the standard of living of the workers concerned. It is also contended that paid vacations reduce labor turn-over because they act as a strong deterrent when an employee thinks of quitting his job. In cases in which vacation privileges vary with seniority, the deterrent grows stronger as seniority accumulates.

During the war, the National War Labor Board justified and approved paid vacations as a highly effective aid in securing maximum individual and plant production. The general policy of the Board was to approve or order 1 week's vacation for 1 year of service, and 2 weeks for 5 or more years of service.³

The length of vacation allowed in relation to service requirements is the major issue in collective bargaining pertaining to vacations. In determining the length of service necessary to earn a specified vacation period, a number of related problems arise. The parties may wish to define "service" in order to make clear whether or not breaks in service affect an employee's vacation rights, and they may spell out justifiable absences from work which have no effect on vacation privileges. Special groups of employees, such as veterans, part-time workers, and employees leaving the company, may be considered separately and granted vacation rights different from those of other employees. Problems arise over the computation of vacation pay for different categories of employees, such as pieceworkers, hourly-paid workers, and salaried workers. Other problems to be resolved concern pay in lieu of vacation, and the time at which vacations are taken.

Length of Vacation in Relation to Service Requirements

Practically all agreements with vacation provisions require employees to have been employed a specified minimum length of time with the company in order to qualify for a paid vacation. In the great majority of union agreements, the eligibility period for a week's vacation is established at 1 year, although longer or shorter qualifying periods are sometimes specified. Prorated vacation periods of less than 1 week are sometimes allowed employees who have insufficient service for a full week's vacation.

* * * * * However, it is our view that it is within the discretion of the regional boards to order or approve vacation plans providing for 2 weeks after 5 years of service even though it is not shown that such provisions are the prevailing practice in the local area or in the particular industry. We have therefore denied the appeal in this case, despite the fact that there is no finding by the regional board that such a plan is the prevailing practice in the industry or the area. We have adopted this policy because of our conviction that the practice of granting 2 weeks' vacation with pay to employees of 5 years or more service has increasingly become a normal practice in American industry throughout the country." (*Fulton Iron Works Company*, 15 War Labor Reports 231.)

In some cases, agreements allow a fixed length of vacation to all eligible employees, regardless of differences in duration of employment beyond the qualifying period. More frequently, however, the length of vacation is graduated according to length of service.

Length of vacation may be affected by holidays which occur during the vacation period. In some agreements such holidays are added to the length of vacation specified, either as an extra day or an extra day's pay; in others, the holiday is counted as part of the vacation.

LENGTH OF VACATION SAME FOR ALL ELIGIBLE EMPLOYEES

1. One Week's Vacation After 6 Months' Service

Commencing with the year 1944, all employees covered by this agreement who have been employed by the company for at least 6 months prior to the commencement of the vacation period, and who are employed at the commencement of the vacation period, shall receive a 1-week vacation with pay annually.

2. One Week After 1 Year

Employees who have been in the employ of the employer for 1 year or more shall be entitled to 1 week's vacation with full pay.

3. Two Weeks After 1 Year

All employees who have been on the pay roll of the employer for a continuous period of at least one (1) year prior to June 1 shall be entitled to a vacation of two (2) weeks with pay.

4. Two Weeks' Vacation to All Union Members; No Service Requirement Specified

The employer agrees to grant all union members covered by this agreement two (2) weeks' vacation with pay or two (2) weeks' pay in lieu of vacation.

LENGTH OF VACATION GRADUATED ACCORDING TO DURATION OF EMPLOYMENT

5. One Week After 6 Months, 2 Weeks After 1 Year

Employees who have been in service for six (6) months shall be entitled to 1 week's vacation with full pay. Employees who have been in service for one (1) year or more shall be entitled to an annual vacation of two (2) weeks with full pay.

6. One Week After 6 Months Plus 1 Day Extra Per Month Up to 1 Year, 2 Weeks After 1 Year, 3 Weeks After 5 Years

Each employee shall receive two (2) weeks' vacation after 1 year's employment; three (3) weeks' vacation after 5 or more years of employment; one (1) week's vacation after 6 months' employment and 1 day for each additional month up to twelve (12) months. It is the intention of the above that employees (except those employed five (5) years or longer) shall receive twelve (12) working days of vacation per year.

7. One Week After 1 Year, 2 Weeks After 2 Years

All employees, upon completion of one (1) year of continuous service, shall be entitled to one (1) week's vacation with full pay based on full time weekly pay in the 3 months prior to vacation time. After completing two (2) years' service, employees shall be entitled to two (2) weeks' vacation with full pay computed as above.

8. One Week After 1 Year, 2 Weeks After 3 Years

Any regular employee who has been in the service of an employer continuously for 1 year shall be given an annual vacation of 1 week with pay, and any regular employee who has been in the service of the employer continuously for 3 years shall be given an annual vacation of 2 weeks with pay.

9. One Week After 1 Year, 1½ Weeks After 3 Years, 2 Weeks After 5 Years

All employees covered by this agreement who shall have been employed continuously for the period specified below shall receive the following annual vacations with pay:

1 year but less than 3 years.....	1 week
3 years but less than 5 years.....	1½ weeks
5 years or more.....	2 weeks

10. One Week After 1 Year, 2 Weeks After 5 Years

Employees having at least one (1) year but less than five (5) years of service shall receive one (1) week's vacation with pay, computed on the basis of 2 percent of his straight-time earnings for the preceding calendar year. Employees having five (5) years or more of service shall receive two (2) weeks' vacation with pay computed on the basis of 4 percent of his straight-time earnings for the preceding calendar year.

11. One Week After 1 Year, 2 Weeks After 5 Years, 3 Weeks After 15 Years

Each employee who has completed 1 year of continuous employment will receive 1 week's vacation. Each employee who has completed 5 years' continuous service will receive 2 weeks' vacation. Each employee who has completed 15 years of continuous service will receive 3 weeks' vacation.

12. Twenty-one Days After 1 Year, 10 Days After 6 Months

In view of the nature of operations, the company agrees that after 1 year of continuous service, every member of the crew shall be entitled to an annual vacation of twenty-one (21) days with pay.

If any employee has 6 months' continuous service, he may be granted a vacation of not more than ten (10) days with pay, but such period will be deducted from the twenty-one (21) days.

Note.—This clause is taken from an agreement covering unlicensed personnel on tankers.

13. Vacation Prorated According to Months and Years of Service (Additional allowances made when plant is on 6-day workweek).

Any employee on the pay roll on May 31 of the current vacation year who prior to June 1 of that year has had the length of continuous employment specified in the table below, shall be entitled to the corresponding vacation with pay, at the basic rate of pay. The word "days" means working days of eight (8) hours:

6 months but less than 8 months.....	2 days
8 months but less than 10 months.....	3 days
10 months but less than 12 months.....	4 days
1 year but less than 2 years.....	5 days
2 years but less than 3 years.....	6 days
3 years but less than 4 years.....	7 days
4 years but less than 5 years.....	8 days
5 years but less than 6 years.....	9 days
6 years or over.....	10 days

So long as 6-day operations prevail, the above schedule shall be modified so that employees with 1 year or over, but less than 6 years of continuous employment shall be granted 1 additional day of vacation, and employees with 6 years

or over of continuous employment shall be granted 2 additional days of vacation at straight time basic rates.

14. Employees With Insufficient Service for 1 Week's Vacation Receive 1 Day for Each 3 Months' Service (From an agreement which allows 1 week to employees with 1 year's service and 2 weeks after 5 years).

Employees with less than one (1) year's service shall be allowed a vacation of one (1) day for each three (3) months' service, with vacation pay computed on the basis of one-fifth of one (1) week's vacation pay for each day of vacation.

15. One Day for Each Year; Maximum of 10 Days' Vacation

All employees shall receive 1 day's vacation with pay for each year's service, as of July 1st, with 10 days maximum, payable July 15.

16. Extra 2 Weeks' Vacation Granted Every Fifth Anniversary Year After 19 Years' Service

Each regular employee who has been in continuous service of the company for 1 year, shall be entitled to 1 week's vacation with full pay. Each year thereafter he will be entitled to 2 weeks' vacation until he has completed 19 years' continuous service with the company, at which time he will be entitled to 4 weeks' vacation with full pay, and during each succeeding fifth year thereafter he will be entitled to 4 weeks' vacation with full pay.

17. Sex Differential in Service Requirement for 3 Weeks' Vacation

Employees who have received their first vacation are thereafter eligible to receive subsequent annual vacations any time on or after January first. The length of the vacation will depend upon the length of their accumulated service and upon their sex:

One-week vacation annually until an employee's accumulated service equals five (5) years.

Two weeks' vacation annually thereafter until a female employee's accumulated service equals fifteen (15) years and a male employee's service equals twenty (20) years.

Three weeks' vacation annually thereafter.

18. Vacation Allowances Different for Hourly Paid and Salaried Foremen

All hourly paid supervisory employees shall receive paid vacations in conformance with the following schedule:

<i>Length of service</i>	<i>Duration of vacation</i>	
Less than 1 month-----	None	
1 month but less than 2 months-----	½ day	(4 hours)
2 months but less than 3 months-----	1 day	(8 hours)
3 months but less than 4 months-----	1½ days	(12 hours)
4 months but less than 5 months-----	2 days	(16 hours)
5 months but less than 6 months-----	2½ days	(20 hours)
6 months but less than 7 months-----	3 days	(24 hours)
7 months but less than 8 months-----	3½ days	(28 hours)
8 months but less than 9 months-----	4 days	(32 hours)
9 months but less than 10 months-----	4½ days	(36 hours)
10 months but less than 2 years-----	5 days	(40 hours)
2 years but less than 3 years-----	7 days	(56 hours)
3 years but less than 4 years-----	8 days	(64 hours)
4 years but less than 5 years-----	9 days	(72 hours)
5 years or longer-----	10 days	(80 hours)

All salaried employees shall receive paid vacations in conformance with the following schedules:

6 months' service-----	1 week
1 year or longer-----	2 weeks

EFFECT ON VACATIONS WHEN HOLIDAYS OCCUR DURING VACATION PERIODS**19. Additional Day's Pay Added to Vacation**

When a holiday falls during an employee's paid vacation, such employee shall receive an additional day's pay for such holiday.

20. Additional Day of Vacation

In the event a holiday, as provided in this contract, falls during the period of an employee's vacation, such employee shall be granted an extra day vacation.

21. Additional Day Given Only to Those Meeting Minimum Work Requirement

If a holiday occurs during that calendar week in which the vacations are taken by any of the employees, one additional vacation day shall be taken because of such holiday by all individuals who are entitled to a complete vacation based on fourteen hundred (1,400) hours worked, but no additional day of vacation shall be granted to those who are taking vacations based on less than fourteen hundred (1,400) hours worked.

22. No Allowance for Holidays

Holidays falling within a vacation period are to be counted as vacation days and not additional to the vacation period.

23. No Extra Compensation for Holidays Occurring During Vacation Unless Employer Ordered Vacation at That Time

In the event an employee should elect to take his vacation during a week in which one of the holidays set forth in this contract falls, then the employee shall receive no extra compensation for the holiday.

In the event the employer shall order the employee to take his vacation during the week in which one of the holidays set forth in this contract falls, then the employee shall receive the compensation set forth herein for his vacation pay plus 1 extra day's pay at straight time to compensate him for that holiday pay.

24. Employer Has Option of Extending Vacation by 1 Day or Paying Additional Compensation for the Holiday

If one of the legal holidays for which straight time is paid as provided in article IX falls within the vacation period, the company may either extend the vacation by 1 day or may pay the additional compensation for the holiday.

25. Employee Has Option of Extending Vacation by 1 Day or Accepting Additional Compensation for the Holiday

If a holiday occurs during an employee's vacation, the employee shall have the option of taking an extra day after the vacation or an extra day's pay for the holiday.

26. Holidays May Be Accumulated and Added to Vacation Period

Each technician shall receive 1 additional day off for each of the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. * * * If the technician so desires, the holidays may be accumulated and added as an extra week's vacation to the regular vacation hereinabove provided, if written notice of his desire to do so is given the employer on or before December 15 of the preceding year.

Eligibility Requirements**LENGTH OF SERVICE**

Practically all agreements with vacation clauses require workers to be employed a specified length of time before they are eligible for

paid vacations. Often, the necessary minimum service must be completed by a specified eligibility date or before the end of the fixed vacation period.

Many agreements provide that absences from work caused by personal reasons or temporary lay-offs do not break continuous service for vacation purposes. On the other hand, absence in excess of a limited period, discharge, or resignation generally causes a break in service, the loss of credit for all previous service, and the forfeiture of all rights based on seniority, including vacation rights. A few agreements, on the other hand, credit part or all of previous service to employees rehired after resignation or discharge.

Where agreements provide for the accumulation of seniority during lay-off, time lost because of lay-off is not deducted from the employee's service record, provided the lay-off is not of such length as to constitute a break in service. Where time lost because of lay-off is not credited in computing length of service, employees get credit only for time actually worked in accruing the length of service necessary for a vacation.

EFFECT OF ABSENCES IN COMPUTING LENGTH OF EMPLOYMENT

27. Time Lost Because of Lay-off, Sickness, or Leave of Absence Not Deducted From Employee's Length of Service

It is agreed, should any employee during the course of the year prior to June 30 of the vacation year be laid off because of lack of work or other reasons beyond his control, or absent on leave of absence, or absent because of sickness, [he] shall receive the vacation pay he had accumulated up to June 1st and shall be given full credit of this absence as time worked in computing their time of continuous employment.

28. Time Lost As the Result of an Accident Counts as Part of Continuous Service

For purposes of vacation "continuous employ" is defined as employment uninterrupted by absence due to discharge, unless re-hired within thirty (30) days, or due to voluntary severance of employment by the employee.

Time lost as a result of an accident recognized by the State Industrial Accident Commission of Oregon, or the Department of Labor and Industries of Washington, suffered during the course of employment, shall be counted as part of continuous employment.

29. Time Lost Because of Strike Not Deducted in Determining Length of Service

The company will permit days lost because of the strike ending June 17, 1946, to be computed as days worked for the purpose of figuring vacations, but it is understood that only those employees who return to work within 15 days from the date they are requested to return to work and who work a minimum of 4 weeks after their return shall be entitled to such credit toward their vacation.

30. Leaves of Absence Up to 6 Months Included in Computing Length of Service

For the purpose of this section, time off the pay roll due to requested leaves of absence in excess of six (6) months, shall not be counted in computing time for vacation pay.

31. Lay-off Up to 6 Months Not Included in Computing Length of Service

If an employee shall be laid off for a period of over 6 months, the part of such period over 6 months shall not be included as part of his length of service with the company.

32. *Absence up to 60 Consecutive Working Days Does Not Break Continuous Service for Vacation* (Sixty-day allowance intended to cover only absences due to sickness, lay-off, or other unavoidable causes.)

Continuous service in the vacation plan is defined as service of an employee who has not been absent for a period of over 60 consecutive working days. This 60-day break is intended to include absence from duty because of sickness, lay-off, or other unavoidable causes, and is not calculated to include any break in service caused by the employee voluntarily leaving the service, or absenting himself from duty without good cause.

33. *Only Time Actually Worked Considered in Determining Length of Service*

In determining length of service, only the time actually worked shall be considered. No credit shall be allowed while on leave of absence (except while in the armed forces of the United States), while on strike, or while laid off.

EFFECT OF QUITS, DISCHARGES, OR TRANSFERS IN COMPUTING LENGTH OF EMPLOYMENT

34. *Employees Rehired After Quit or Discharge Receive No Credit for Service Prior to Such Termination*

Employees on the company's roll during the current calendar year are eligible for vacation with pay based on their total service with the company to and including December 31 of the preceding calendar year, excluding any service prior to a quit or discharge.

35. *Allowance Made for Previous Service With Employer, Even if Interrupted*

Employees who, on May 31 have had at least twelve (12) months of continuous employment will be given full credit for all previous employment with the employer, for the purpose of computing their vacation, even if such employment has been interrupted. Employees who, on May 31, have had at least six (6) months' but less than twelve (12) months' continuous employment will receive a proportionate credit for all previous employment, up to five (5) years as follows:

If they have been continuously employed six (6) months but less than eight (8) months, they will receive credit for one-half of such previous employment.

If they have been continuously employed eight (8) months but less than ten (10) months, they will receive credit for two-thirds of such previous employment.

If they have been continuously employed ten (10) months but less than twelve (12) months, they will receive credit for five-sixths of such employment.

36. *Employees Rehired After Lay-off Given Credit for Service Prior to Lay-off; No Credit for Previous Service if Rehired After Quit or Discharge*

In calculating length of service, if an employee was discharged for cause or quit without leave and was reemployed at a later date, the length of service will be counted from the date of reemployment. If an employee was laid off for lack of work and later reemployed, credit will be given for the service before the lay-off.

37. *Employees Transferred to Another Plant of Same Company Retain Service Accumulated Prior to Transfer*

An employee transferred from another plant or office of the _____ company to the _____ plant will be given credit for his length of service elsewhere with the employer for the purpose of computing his vacation rights.

CUT-OFF DATES SPECIFIED FOR COMPLETION OF SERVICE REQUIREMENT

38. *Length of Service Required for Vacation Must Be Completed by Specified Eligibility Date*

All employees of the company who are in the employ of the company on June 30 and who have been continuously employed by the company for 1 year or

more prior to that date shall be entitled to 1 week's vacation with pay. All employees of the company who are in the employ of the company on June 30 and who have been continuously employed by the company for 5 years or more prior to that date shall be entitled to two (2) weeks' vacation with pay.

NOTE: A provision of this type may be a hardship on an employee whose anniversary date of employment occurs shortly after the vacation eligibility date. For example, an employee hired July 15 would not be entitled to a vacation the following year because he would have only 11½ months' service by June 30; he would have to work almost 2 years for his first vacation, although nominally the agreement calls for only 1 year's service.

39. Service Requirement To Be Completed as of Individual Employee's Anniversary Date

Vacation period for eligibility will be computed as of anniversary date and if an employee from his anniversary date is in continuous service of the company for 1 year he is entitled to one (1) week vacation during that year.

NOTE: A clause of this type is preferable to the preceding clause from the employee's viewpoint, in that there is no possibility of his having to work longer than the specified length of service before receiving his vacation as might be the case if there were a vacation eligibility date for all employees. (See note on preceding clause.)

40. Employee Allowed Vacation if Service Requirement Completed Between Two Specified Eligibility Dates

Length of service shall be determined as of May 1 of each year. If an employee shall complete 1 or 5 years of continuous service, as the case may be, on a date between May 1 and November 1 of any year, he shall, after having completed such service, be entitled to a vacation as though he had completed such 1 to 5 years of continuous service, as the case may be, on May 1 of said year.

MINIMUM WORK REQUIREMENTS

Service requirements for vacation eligibility refer to the length of time the employee has been employed by the company. Some vacation provisions, in addition, require that an employee must actually have worked a specified minimum time during the preceding year in order to qualify for a paid vacation. The minimum work requirement may be expressed as a specified number of hours, days, weeks, months, or pay periods to be worked during the year. Where the minimum time is stated in days, weeks, months, or pay periods, the employees usually receive credit for the entire time unit if they work any part of it.

At times, workers may be unable to fulfill the minimum work requirements because of reasons beyond their control, such as lay-off, sickness, and accident, and thereby may be deprived of paid vacations. To cover such situations, many agreements make allowances for such absences, up to a maximum amount, by counting such lost time as time worked.

Unions usually oppose minimum work requirements on the ground that once an employee has accumulated sufficient continuous service to entitle him to a vacation, he should receive that vacation as long as he

remains a company employee. Employers, on the other hand, consider work requirements justified in order to withhold vacation from employees who were absent many times during the year, either voluntarily or because of lay-off.

41. Minimum Work Requirement of 1,200 Hours During Year

All employees who on April 1, 1946, have been continuously in the service of the company for one (1) year and less than five (5) years and who have worked at least 1,200 hours during the twelve (12) months prior to April 1, 1946, shall be entitled to a vacation with pay or vacation allowance of one (1) week (40 hours). All employees who on April 1, 1946, have been continuously in the service of the company for five (5) years or more and who have worked at least twelve hundred (1,200) hours during the twelve (12) months prior to April 1, 1946, shall be entitled to a vacation with pay or vacation allowance of two (2) weeks (80 hours).

42. Minimum Work Requirement of 38 Weeks During Year

Employees in order to be eligible for vacations must work at least a part of each of thirty-eight (38) weeks in the fifty-two (52) weeks prior to June 1.

NOTE: A work requirement of this type may be less stringent than one stated in hours, since the employee need work only part of the week in order to receive credit toward meeting the minimum requirement.

43. Earnings in 75 Percent of Pay Periods Required, as Well as Minimum Number of Hours

Conditions of eligibility. In addition to the periods of continuous service specified above, the following are conditions of eligibility for a vacation with pay:

- (a) The employee must have actually worked at least 1,600 hours during the qualifying year.
- (b) The employee must have earned pay during at least 75 percent of the pay periods during the qualifying year.

44. Alternative of 760 Hours or 95 Reports for Work During Year

Any employee who has 1 year of service on July 1, 1946, or who completes 1 year of service prior to January 1, 1947, shall receive 48 hours' vacation; those completing 5 years of service during the same period, shall receive an additional 48 hours. To qualify for vacation an employee must have worked 760 hours or 95 reports during the 12-month period prior to his anniversary date.

45. Differential in Minimum Work Requirement for 1-Week and 2-Week Vacations

Any employee completing 1,350 hours in any one contract year shall be entitled to one (1) week vacation with pay during the first three (3) consecutive years, and two (2) weeks' vacation with pay thereafter, during any contract year that the employee completes 1,500 hours.

EFFECT OF ABSENCES ON MINIMUM WORK REQUIREMENTS

46. Time Lost Through Lay-off up to 90 Days Counted as Time Worked in Determining Vacation Eligibility

Each employee shall be considered as having a year's continuous service and a year's eligibility for vacation for each completed year, starting from the date of his employment, in which he has worked at least twelve hundred (1,200) straight-time hours for the company.

Any employee laid off through reduction of force, or any other reason beyond the employee's control and reemployed within ninety (90) days, shall be con-

sidered as having been continuously employed and accumulating straight-time hours worked at the rate of eight (8) for each working day during such lay-off, as regards vacation rights.

47. Minimum Work Requirement of 10 Months, but Exception Made for Absences Beyond Control of Employee

To qualify for vacation pay an employee must have worked ten (10) months of the 12 months immediately preceding July 1 of the vacation year, except in cases beyond the control of the employee, such as sickness or accident.

48. Allowance of 50 Days for Illness or Injury in Meeting Minimum Work Requirement

For vacation purposes actual absences from scheduled work due to illness or injury up to fifty (50) days per calendar year shall be counted as days worked provided that employees claiming such credit file with the company's medical department within ten (10) days after they return to work a written statement signed by their attending physician certifying to the period of such disability.

49. Allowance of 35 Days' Absence in Addition to Time Lost Because of Lay-offs, Injury, and Illness

An employee who is enrolled on the active employment rolls of the company for thirty-two (32) or more weeks in the year period immediately prior to the vacation eligibility date and who has been enrolled on the employment records for 1 year or more and whose absences from his regularly scheduled work, except for lay-offs and time off because of work injury or proven illness in the year immediately prior to the first day of the vacation period, have not aggregated more than thirty five (35) days shall be entitled to a vacation of 1 week.

50. Employees Failing to Work 185 Days During the Year Receive Vacation Proportionate to Number of Days Worked

An employee to be entitled to a full vacation period and having completed 1 year's continuous service must have worked at least 185 days during the year immediately preceding the vacation period. In the event the employee has not completed 185 days of work during said year, he will and shall be entitled to only such portion of the vacation as the ratio of the actual days worked during the year bear to the required number of days to be worked in order to qualify for the said vacation.

Loss of Vacation Rights for Disciplinary Reasons

A few agreements penalize employees for infraction of company rules or unexcused absences by canceling their vacation rights, either in whole or in part.

51. Partial Loss of Vacation for Failure To Report Accident

If an employee, subject to this agreement, fails to report an accident, chargeable or otherwise, he shall forfeit fifty (50) percent of his otherwise earned vacation for the whole year period during which such failure to report an accident occurred.

52. Absence Without Permission or Excuse Forfeits Vacation Rights

Any employee absent from work without permission or reasonable excuse for seven (7) consecutive working days shall forfeit the vacation rights provided herein.

53. Excessive Tardiness or Absence Without Permission Cancels Vacation Rights

Any employee who, during the stated period (1) has been late for work more than 15 times, transportation delay excepted; (2) has been absent for a total of

45 days; (3) has been absent from work more than 3 consecutive days without permission of his foreman; (4) has been absent a total of 15 days without permission of foreman, will not be entitled to the vacation with pay herein provided for; provided, however, any employee who suffers an accidental injury in the course of his employment, during the stated period, shall not be denied his vacation pay because of absence accruing from his injury provided he returns to work at the end of his healing period or period of temporary disability.

54. Refusal To Work During Shut-Down Periods Disqualifies Employee

All employees who have been employed for a period of one (1) year dating from the date of their entering the employ of the company shall receive one (1) week's vacation with pay provided that such employees have not refused to work during shut-down periods.

55. Vacation Reduced One-twelfth for Each 30 Days' Absence

The foregoing vacation allowance shall be reduced one-twelfth ($\frac{1}{12}$) for each aggregate of thirty (30) days' absence during the twelve (12) months' period for which the vacation allowance is granted.

Vacation Rights of Employees Leaving the Company

Many agreements grant vacation pay to employees who have accrued vacation rights but are discharged or laid off, or who resign prior to taking their vacation. Other agreements prohibit the granting of vacation allowances to employees leaving the company. A compromise arrangement found in some agreements provides prorated vacation pay to employees who leave before completing the requirements for a full vacation. If an employee has earned a vacation but dies before taking it, agreements sometimes require payment for the unused vacation time to the employee's next of kin.

56. Employees Leaving the Company Receive Pay for Vacation Earned

If any employee who is entitled to a vacation under this article, but who has not taken it, should quit, be discharged, or whose employment is otherwise terminated, he shall be paid his vacation money at the time of drawing his final payment for services.

57. Pro Rata Vacation Allowance Given Upon Termination of Employment

Any employee who has qualified for vacations with pay, who is laid off or discharged or who resigns, shall receive vacation wages prorated on the basis of the period worked at the time of said interruption or termination of employment.

58. Pro Rata Vacation Allowance to Employees With Less Than 1 Year's Service

Any eligible employee who is permanently laid off, discharged, or inducted into the armed forces of the United States, shall be paid for his accrued vacation at the time of such lay-off, discharge or induction. Those employees who have been separated from their employment through no fault of their own and who have had less than one (1) year's service, but more than six (6) months' service, and who have averaged at least one hundred (100) straight-time hours per month shall be granted proportional vacations with pay hereunder in the same relation that their number of months of service bears to 1 year of service.

59. No Pro Rata Allowance for Employees Ineligible for a Full Week's Vacation

Earned vacation shall be allowed upon resignation; provided, however, that a full week's vacation or 2 weeks' vacation, whichever the case may be, has been earned.

60. Pro Rata Vacation Pay to Laid-off Employees Who Have at Least 6 Months' Service in Current Year

Any employee who has had six (6) months or more of continuous service in the current vacation year shall receive proportionate vacation pay in the event he is laid off for an indefinite period.

61. Laid-off Employee Receives Vacation if Reemployed Within 12 Months

Any employee who is eligible for a vacation and who is laid off prior to December 31 of that year will receive his vacation if he is reemployed by the company within twelve (12) months of the date of his lay-off.

62. Vacation Allowance More Generous for Employees Laid Off Than for Employees Quitting or Discharged (Allowance given at the time of lay-off to be deducted from any vacation payment made after recall).

Employees who voluntarily quit or are discharged will forfeit accumulated vacations for the current year but will be entitled to vacation allowance earned in the previous year.

Employees who are laid off after completing twelve (12) months' continuous service shall be paid for vacations earned during the previous year plus any vacation earned during the current year.

Employees recalled during the same calendar year in which they were laid off shall be credited with the total hours worked during the calendar year and shall receive a vacation based on the above schedules less any allowance made at the time of lay-off.

63. Employees Who Resign or Are Discharged Receive Pay Only for Vacation Which Has Been Postponed

An employee who is entitled to a vacation and whose vacation has been postponed at the request of company, union, or the individual, and who resigns or is discharged shall be paid the vacation-pay allowance. This applies only to the vacation which has been postponed and does not apply to any proportional parts of subsequently accrued vacation.

64. Pro Rata Vacation Pay if Employer Disposes of His Establishment

In the event any employer, party hereto, should sell, lease, transfer, or assign his plant or establishment, he shall pay to each of his employees upon his pay roll the day of such sale, assignment or lease the pro rata portion of the vacation pay earned by each employee but not received for the then-current year.

65. In Case of Death, Accrued Vacation Pay Given to Employee's Estate

If an employee shall have earned a vacation in accordance with the schedule provided and shall die before taking his vacation, his vacation pay shall be paid to his estate.

66. Accrued Vacation Pay Given Upon Termination of Employment Even Though Employee Does Not Give Notice of Resignation

If any employee who has not taken his vacation earned by his service leaves (regardless of whether he gives notice) or is separated for any reason other than dishonesty, or goes into the military service, he will receive his vacation pay at the time of leaving whether he had planned to take pay in lieu of vacation or to take his vacation.

67. Employees Discharged for Cause or Who Quit Without Notice Forfeit Vacation Pay

Employees eligible for vacations who have not received their vacation or vacation pay and who voluntarily quit after giving 1 week's written notice and employees entitled to a vacation who are laid off permanently shall receive their vacation pay. Employees who quit without giving 1 week's written notice or

employees who are discharged for stealing, sabotage, or insubordination, shall not be entitled to vacation pay.

68. Termination of Employment Forfeits Vacation Rights

An employee whose employment with the company shall be terminated before taking a vacation in any year shall not be entitled to any vacation pay for that year.

69. Employees Discharged for Cause Granted Vacation Pay, Those Quitting Voluntarily Forfeit Vacation

Employees who voluntarily leave the service of the employer prior to the designated vacation period, will forfeit all vacation rights and privileges.

Employees who enter the armed forces of the United States, or who are discharged for cause, during the term hereof and prior to their vacation assignment date, shall be granted vacation pay, provided they have otherwise fulfilled the requirements for a vacation with pay.

Vacation Rights of Employees Entering and Returning from Military Service

During the war, induction into the armed services created a problem concerning the vacation rights of employees who were inducted. Many agreements allow employees leaving for military service vacation pay either in full or in proportion to the time worked before induction. In some cases, agreements having minimum work requirements waive such requirements for inductees.

In a recent study of union agreement provisions relating to veterans' rights,⁴ the Bureau of Labor Statistics found that about one-fifth of the agreements examined made certain modifications in vacation eligibility requirements for veterans in the year of their return from military service. Generally, these agreements state that a veteran otherwise eligible shall be given a vacation in the year of his return, even though he has not fulfilled the requirement of having worked a specified minimum number of hours during the year. Agreements often specify that time spent in the armed forces is to be counted as part of the service necessary for vacation eligibility.⁵ In some cases, such employees must return to the company before a specified eligibility date in order to receive the vacation allowance; employees returning after the eligibility date may receive a partial allowance.

Computation of vacation pay for returning veterans raises special problems. Where vacation pay is computed as a percentage of annual earnings, veterans who have worked only a part of the year may receive

⁴ "Veterans' Rights Under Union Agreements," Bureau of Labor Statistics, Washington, D. C., October 1946. Mimeographed.

⁵ The Selective Service Act has no provision covering this point directly, but an interpretation issued by the Selective Service System states that the veteran's right to vacations upon reinstatement is determined by the rules relating to employees on leave, in effect when the veteran entered military service, and "when such rules and practices provided for a consideration of length of service with the employer in determining eligibility for such benefits the veteran is entitled to have the time spent in military service added to his length of service with the employer."

very little pay for their vacation time; some agreements meet this problem by guaranteeing the veteran a minimum amount of vacation pay. In other agreements the rate of vacation pay is calculated from the average of the department or occupational group to which the employee returns.

70. Two Weeks' Vacation Pay to Inductees with 6 Months' Service

For the duration, any employee who is going into military service shall receive two (2) weeks' base pay in lieu of vacation if he has completed six (6) months of service.

71. Inductees and Veterans Receive Full Vacation Pay

All employees with a record of 1 year's standing (June 1, 1945, to May 13, 1946) shall receive as compensation for the above-mentioned vacation period the sum of one hundred dollars (\$100), with the following exception: Employees who entered the armed services and those who returned from the armed services to their jobs during the qualifying period shall receive \$100 vacation payment.

72. Vacation Allowance Graduated According to Length of Service at Time of Induction

It is agreed that full-time employees who have entered the armed services of the United States on or after May 27, 1945, and who at the time of such entry had been continuously in the service of the company for a period of 1 year, shall receive 1 week's vacation pay. All such employees who had been in such employ for 5 years or more at the time of entry into the armed services shall receive 2 weeks' vacation pay. Payment of vacation to the eligible employees in the armed services shall be made during the week May 12 to 18, inclusive, 1946.

73. Inductee Receives Vacation Due Him or Which Would be Due Him Had He Worked Until the Eligibility Date

Any employee who volunteers or is inducted for military service on or after January 1 and before receiving his vacation during the then current calendar year, shall receive, at the time of enlistment or induction, full vacation pay for vacation then due him or which would be due him for that calendar year had he remained in the employ of the employer until June 1 of that calendar year and would then be qualified by the necessary years of continuous service with the employer.

74. Pro Rata Vacation Pay to Inductees

Employees entering the armed forces of the United States for military training and service who meet the requirements with respect to 12 months' cumulative service in the employ of the company shall, on entering such armed forces, be entitled to a vacation proportionate to the time that they have worked in said 12 months' period, with proportionate pay.

75. Minimum Work Requirement Waived for Inductees

No employee who has actively worked for the company less than an accumulative 1,200 hours during the calendar year 1946 shall be entitled to such vacation bonus or any part thereof; provided however, this shall not apply to employees who have, because of compensable accident or occupational disease, contracted while in the employ of the company, or who has been laid off because of lack of work for the company, or because of having entered the armed forces of the United States, been unable to complete 1,200 working hours of work during the calendar year 1946 * * *.

76. Minimum Work Requirement Modified for Inductees and Veterans

Employees who enter military service shall be considered as complying with

the ruling that they must have worked in sixty (60) percent of the pay periods in the fiscal year beginning July 1 if they have received earnings in sixty (60) percent of the pay periods between July 1 of the concerned fiscal year and the date ordered to report for induction.

Employees returning from military service after July 1, 1944, who, because of continuous service, are eligible for vacation or vacation allowance, shall be eligible for vacation during the fiscal year in which they return if they have received earnings in sixty (60) percent of the pay periods between the date of their return to employment and July 1 of that year.

77. Minimum Work Requirement Waived for Veterans

Years of service for vacation purposes shall be computed as of June 1. To be eligible for vacation, an employee must have completed 1,400 hours of work during the year period prior to June 1, 1946.

Employees returning to the service of the company from a military leave of absence prior to June 1 shall have the 1,400 hours requirement waived for this year.

78. Minimum Work Requirement Not Waived for Veterans

Following reemployment after a military leave, no employees will be given credit for "time lost" during their absence on such leave in satisfying the "hours worked" requirement of the vacation plan.

79. Time Spent in Armed Forces Counts as Part of Continuous Service for Vacation

For the purpose of determining future vacation eligibility, war service of employees returning to employment shall be considered as actual time on pay roll.

80. Returning Veterans Qualify for Vacations 6 Months After Their Return and Receive Seniority Credit for Time Spent in Armed Forces

Returning veterans who were formerly in the employ of the * * * corporation will qualify for vacation as soon as they have completed 6 months' service with the corporation after their return. They will have their seniority accumulated as if they have worked continuously with the corporation, and their vacation pay will be calculated with a rate taking into account this total seniority.

81. Date of Return From Military Service Determines Amount of Vacation Pay

(Full vacation benefits to employees returning prior to specified date; partial allowance to employees returning after specified date).

An employee who by reason of service with the armed forces of the United States is not on the active employment rolls of the company in the year immediately prior to the vacation eligibility date, but is reinstated on such records as a full-time employee during the vacation period shall be entitled to vacation benefits for the vacation period during which he is reinstated in accordance with the following:

(1) If he is reinstated prior to June 1 of such vacation period, he shall be entitled to the full amount of such vacation benefits as he would have been entitled to had he been enrolled as a full-time employee on the eligibility date for such vacation period.

(2) If he is reinstated on or after June 1 of such vacation period, he shall be entitled to one-half of the amount of vacation benefits he would have been entitled to had he been enrolled as a full-time employee on the eligibility date for such vacation period.

82. Vacation Pay for Returning Veteran Based on the Average of the Department to Which He Returns

A returning service man or woman shall be entitled to the vacation with pay according to their accumulated seniority, if they are on the pay roll of the company on July 1.

The vacation pay for returning service man or woman shall be calculated from the average of the department to which he or she returns.

83. Vacation Pay Based on Percentage of Earnings in Year Prior to Induction

Any employee returning from military service and reemployed before June 1 shall receive a vacation according to his seniority date prior to entering military service, with pay amounting to the appropriate 2 percent or 4 percent of the employee's earnings for the calendar year prior to entering military service, including overtime but excluding vacation pay.

84. Computation of Vacation Pay Different for Veterans

The amount of vacation pay will be calculated as follows: 2 percent of the money paid each eligible employee during the full period of his employment subsequent to April 1, 1945, and prior to April 1, 1946. * * *

Former employees returning to work from the armed services prior to July 1, 1946, will be considered as continuously enrolled and shall receive vacation pay allowance of not less than forty (40) hours' pay at their pay roll hourly rate as of July 1, 1946, for each week of eligible vacation.

85. Employees in the Armed Forces Given Vacation Pay as Bonus

1. It is intended that employees inducted into the military, naval, or merchant-marine service of the United States who are eligible at the time of induction for vacation pay as provided in section VII of this agreement, shall continue to receive this vacation pay as a bonus, during each year of such service, until discharged or until the first opportunity for discharge.

2. Eligibility for this bonus shall be determined in accordance with all the provisions of section VII of this agreement excepting only that the requirement for earnings in 13 of the pay periods during the year preceding payment shall be waived.

3. The basis of calculation of the bonus, governing hours and rate of pay, shall be in accordance with the provisions of section VII. The rate of pay shall, in all cases, be the current job rate of the last job on which the employee worked or the straight-time average hourly rate for the position or group under a tonnage plan for which no occupational rate might exist. Such average rate shall be the average rate used for vacation payment to active employees in that year.

4. Where it is established that an employee on military leave is deceased, payment will be made to his estate for that vacation year. Such payment shall finally terminate the company's obligation under this section of the agreement.

5. Payment of this annual bonus shall cease:

(a) With the individual's discharge from the armed forces, or his first opportunity for discharge, or

(b) With the signing of an armistice with our enemies in all theatres of war, if such takes place before July 1 of the vacation year. If such armistice takes place after July 1, payment for such year shall finally terminate this plan.

(c) It is understood, however, that an individual discharged from service after such armistice year may, 60 days after reemployment, apply for this bonus for each subsequent year of military service upon proof that his final discharge was, in fact, his first opportunity for discharge.

Vacations for Part-Time and Seasonal Workers

A few agreements provide vacations for part-time or seasonal employees. In rare cases such employees may receive the same vacation as full-time employees, but more frequently their vacation is in pro-

portion to the length of their workweek and the length of their service with the employer.

Pay for part-time employees' vacations is usually calculated in the same manner as for full-time employees, except that it is reduced in proportion to the length of their scheduled workweek. In cases in which vacation pay is based on average weekly earnings with a minimum amount guaranteed, the guaranty does not apply to part-time employees.

86. Permanent Part-Time Employees Receive Same Vacation as Full-Time Employees

All full-time or permanent part-time employees who have completed 6 months' employment during the months of June, July, August, or September shall be entitled to three continuous days' vacation with pay in advance. All full-time or permanent part-time employees who have completed 1-year's employment during such months shall be entitled to 1 week's vacation with pay in advance.

87. Extra Employees Subject to Minimum Work Requirement for Vacation Eligibility

Extra employees working as much as thirteen hundred and forty (1,340) accumulative hours shall be included in the vacation clause.

88. Vacation Allowance Proportionate to Average Number of Hours Worked Per Week

Part-time workers regularly employed shall receive proportionate vacation allowances (or accruals as the case may be) on the basis of the average number of hours per week they are employed.

89. Compensation of Part-Time Employees in Proportion To Their Regularity Scheduled Workweek

Pay for the vacation of an employee who is a part-time employee as of his vacation eligibility date shall be proportionately reduced. For example, an employee who is regularly scheduled to work six (6) days per week, four (4) hours each day, will be entitled to one (1) week's vacation with pay for twenty-four (24) hours at the employee's base rate of pay.

90. Pay for Eligible Part-Time Employees Based on Average Weekly Earnings, Without Minimum Guaranty

Part-time employees—Persons who are employed and known as part-time employees, who have received earnings from this company in at least 6 percent of the pay periods during the 12 months' period immediately preceding May 1 of each year, shall receive a vacation pay allowance in lieu of vacation. Such an allowance shall be an amount equal to his average straight-time weekly earnings for the 12 months' period immediately preceding May 1 of such year without the application of the minimum guaranty of 40 hours per week.

91. Pay for Part-Time Employees Computed in the Same Manner as for Full-Time Employees

Part-time union members shall be granted vacations, in proportion to their weekly schedule of hours, and payment for such vacation shall be computed in the same manner as is employed in regard to full-time members.

92. Two Days' Vacation for Eligible Seasonal Employees

All employees covered by this agreement who are employed only during the racing season, as defined in article V of this agreement, shall receive two (2) days' vacation with pay at the straight-time hourly or daily rate if such employees have worked each day of the racing season and have completed the racing season in good standing with the employer and the unions. Absence due to bona fide

illness or other good cause, at the discretion of the employer, may be considered as not disqualifying an employee from receiving vacation benefits. If the number of racing days is less than fifty-five (55), this article is void and subject to negotiation.

93. Workers Employed by Two or More Employers During the Year Receive Vacation Pay From Each in Proportion to the Time Employed (This agreement covers an employers' association).

The vacation pay of carvers, hand polishers, and tool sharpeners who by the specialized nature of their work are employed by two or more employers in the course of the year shall be paid by each employer in proportion to the time he has employed the specialist.

Computation of Vacation Pay

Little uniformity exists in the basis on which vacation pay is computed, although computation is generally made in such a manner that the employee receives an amount approximating that which he would have earned had he worked during the vacation period.

Normally the computation of vacation pay involves 2 factors: the number of hours to be paid for and the pay basis, i. e., the regular rate, straight-time hourly earnings, average earnings, etc.

For workers paid on an hourly rate, vacation pay is generally computed on the basis of the regular or straight-time hourly rate in effect at the time vacation begins multiplied by the scheduled weekly hours. If an employee is employed at the time of vacation at a rate different from the rate at which he worked most of the year, some agreements provide that the predominant rate is to be used.

For workers paid on a piecework or other incentive basis, vacation pay is usually computed on the basis of weekly earnings averaged over some specified period prior to the time of vacation. Some agreements which base vacation pay on average weekly earnings provide a safeguard to the effect that no less than 40 hours' pay and no more than 48 hours' pay will be given.

Where hourly workers and pieceworkers are covered by the same agreement, different methods of computing vacation pay for the two types of workers are usually specified.

Another method of computing vacation pay applicable to both time and pieceworkers is to allow each employee a specified percentage of his earnings for the year preceding vacation—generally 2 percent for a week of vacation leave and 4 percent for 2 weeks' leave. The basis for computation may be either straight-time earnings or total earnings including overtime and other premiums. Since this method of computing vacation pay might result in very small allowances to employees who worked irregularly during the year, some agreements guarantee a minimum amount of pay for each week of vacation.

Vacation pay based on scheduled weekly hours gives workers a full week's pay and does not necessarily reflect actual hours worked, which

may be less than scheduled hours because of shut-down, illness, or voluntary absence. Computation of vacation pay on the basis of earnings, whether average weekly earnings or a percentage of annual earnings, reflects actual hours worked and increases or decreases vacation pay accordingly, i. e., vacation pay fluctuates in direct proportion to earnings.

Under some association agreements, vacation allowances are drawn from a central fund to which each employer makes weekly contributions on the basis of his total pay roll. Under this plan workers who transfer from shop to shop and are seasonally unemployed for short periods still receive their earned vacation credits.

A few agreements give a flat sum to all employees, regardless of difference in hourly rate or individual earnings.

Most agreements require vacation pay to be given the employee before he takes his vacation.

SPECIFIED NUMBER OF HOURS' PAY FOR EACH WEEK OF VACATION

94. Forty-four Hours' Pay Per Week at Employee's Regular Rate

Those employees receiving vacations shall be paid forty-four (44) hours per week straight time at their regular wage rate.

95. Forty Hours' Pay at Hourly Rate Averaged Over 4-Week Period

The amount to be paid for one (1) week's vacation shall be the average hourly rate he received during the four (4) weeks preceding such vacation, multiplied by forty (40), or in the case of the two (2) weeks' vacation, taken consecutively, the average hourly rate he received during the four (4) weeks preceding such vacation multiplied by eighty (80), except in departments where the employees are on official schedule of more than forty (40) hours per week, then the vacation pay will be governed by the number of hours in the official workweek. * * *

96. Forty Hours' Pay at Employee's Present Rate or Rate at Which He Has Worked Most Time During Year, Whichever Is Higher

Employees will be paid for the vacation period on the basis of forty (40) hours per week. They will be paid at the rate of pay for the job on which they are working or the rate at which they have worked the greatest number of hours during the preceding twelve (12) months, whichever is higher.

97. Vacation Pay Based on 40 or 48 Hours, Depending on Length of Prevailing Workweek

A week's vacation pay shall be based on 48 hours if, in the majority of weeks during the 3 months prior to the vacation period, the plant has operated 48 hours or more. Vacation pay shall be based on 40 hours if the work schedule of the plant does not qualify employees to receive 48-hours' pay.

98. Allowance Made for Overtime Employee Would Have Received if He Had Worked During His Vacation Period

Vacation pay shall be figured on the basis of forty (40) hours per week at the employee's regular rate except in the case of those employees who are not subject to the 40-hour limitation. These are to be paid on the basis of their normal workweek. Employees who would have earned more pay remaining at work because of overtime pay earned by the rest of the gang during their absence on vacation will be paid upon their return to work the difference between the pay already received and gang time at their hourly rate with overtime.

99. Allowance Made for Shift Premium

During the summer of 1946, the company will grant to each employee who has twelve (12) months of service with the company as of July 1, 1946, one (1) week's vacation with pay—forty-five (45) hours at straight time, together with shift allowance.

Employees having five (5) or more years of seniority with the company as of July 1, 1946, will receive two (2) weeks' vacation with pay—ninety (90) hours at straight time, together with shift allowance.

100. Six Days' Pay for Each 7 Days of Vacation

Vacation pay shall be for forty-eight (48) hours at straight time for seven (7) days' vacation and for ninety-six (96) hours at straight time for fourteen (14) days' vacation; provided, however, that if for any reason, an employee's workweek should be reduced below forty-eight (48) hours, vacation pay will be reduced proportionately.

VACATION PAY BASED ON AVERAGE WEEKLY EARNINGS OVER SPECIFIED PERIOD**101. Average Weekly Earnings for 13-Week Period**

The vacation pay shall be the average weekly earnings for the first thirteen (13) weeks actually worked in each calendar year.

102. Weeks in Which Lost Time Occurs Excluded in Computation of Average Weekly Earnings

Pay for employees entitled to 1-week's vacation shall be computed on the basis of the total money earned from the closing date of the previous calendar year, to the date of the vacation, and divided by the number of weeks worked since the closing date of the previous calendar year, to the date of vacation. In the event an employee has lost time since the closing date of the calendar year, the earnings of such weeks in which lost time occurs, including holiday weeks, and the number of weeks, shall be excluded in the computation. Pay for employees entitled to 2 weeks' vacation will also be computed on the foregoing basis, except the amount will be multiplied by two. Pay for employees entitled to 3 weeks' vacation will likewise be computed on the foregoing basis, except that the amount will be multiplied by three.

103. Maximum and Minimum Hours' Pay at Average Earnings, Basis of Average Weekly Earnings

Each week of vacation pay shall be computed on the basis of an employee's average straight-time earnings times the average number of hours worked during the 6 months prior to July 1. In no event shall a week's vacation pay be for more than 48 hours or less than 40 hours. Days lost because of industrial accidents in the employ of the company will be counted as days worked in computing vacation credits.

104. Average Weekly Hours Worked by All Multiplied by Individual's Average Hourly Earnings

The vacation pay for each week of vacation shall be computed by multiplying the average weekly hours worked by all employees in the preceding calendar year by the individual's average earned rate per hour in the preceding calendar year.

VACATION PAY BASED ON PERCENTAGE OF ANNUAL EARNINGS**105. Two Percent of Gross Annual Earnings for Each Week of Vacation**

The basis of one (1) week's pay shall be two (2) percent, and of two (2) weeks' pay shall be four (4) percent of the gross earnings for the previous fiscal year.

106. Minimum Guaranty Specified When Pay Is Based on Percentage of Annual Earnings

Vacation pay will be 2 percent of his gross earnings for the preceding calendar year with a minimum of \$15.

107. Vacation Pay Computed as 2½ Percent of Annual Earnings, Excluding Overtime Pay

Every employee who has been on the pay roll and working 1 year on June 1 next shall be entitled to receive two and one-half (2½) percent of his annual wage for the preceding twelve (12) months, excluding overtime pay, as vacation pay at the time of taking same.

Every employee who has been on the pay roll and working 5 years on June 1 next shall be entitled to receive five (5) percent of his annual wage for the preceding twelve (12) months, excluding overtime pay, as vacation pay at the time of taking same.

108. Pay for Week of Vacation Varies From 1 to 3 Percent, According to Length of Service

Employees who have 1 or more years seniority at the vacation period shall receive 1 week's vacation with pay computed as follows: 1 to 2 years' service, 1 percent of yearly wage; 2 to 5 years' service, 2 percent of yearly wage; 5 years or over, 3 percent of yearly wage.

109. Two Percent of Previous Year's Earnings or 48 Hours' Pay, Whichever Is Greater

Factory employees shall be given one (1) week's vacation with pay after completing one (1) year's service, providing they have worked six (6) months between May 1, 1945, and April 30, 1946, and are on the pay roll May 1, 1946. (Shall receive vacation pay on forty-eight (48) hour basis or 2 percent of previous year's earnings, whichever the greater; e. g., for 1946, 48 hours' straight pay, July 1, 1945, rate, or 2 percent of 1945 earnings.)

CENTRAL FUND FINANCED BY EMPLOYER AND ADMINISTERED BY UNION

110. Two Percent of Employer's Weekly Pay Roll (From an agreement covering an employers' association, illustrating a method of vacation payment useful in industries characterized by a high degree of labor mobility; i. e., where employees may work for several employers in the course of a year).

The employer shall pay weekly to the union a sum of money equivalent to 2 percent of the total weekly pay roll including overtime (before deductions for taxes) of the employer's workers covered by this agreement, toward a vacation fund to be established, maintained, and administered by the union for the benefit of its members.

FLAT SUM PAYMENT

111. Flat Sum Regardless of Differences in Individual Wage Rates or Earnings, but Graduated According to Service

During May 1946, the corporation will make a payment in lieu of vacation with pay for 1946 of fifty-two dollars and forty cents (\$52.40) to all eligible hourly-rate employees who have at least one (1) year's and less than five (5) years' seniority on May 1, 1946, and a payment of one hundred four dollars and eighty cents (\$104.80) to all eligible hourly-rate employees having five (5) years' or more seniority on May 1, 1946. * * *

112. Flat Sum Payments to All Employees with 1 year's Service; Pro Rata Payment to Employees With Less Service

All employees with a record of 1 year's standing (June 1, 1945, to May 31, 1946) shall receive as compensation for the above-mentioned vacation period the sum

of one hundred dollars (\$100). * * * Pro rata payments for the months they are on the pay roll shall be provided for those * * * workers who are given employment during the qualifying period and those who leave their employment.

113. Ten Dollars Per Day, Graduated Vacations

Operators with a seniority of 1 year or more, but less than five (5) years, shall receive 1-week's vacation of six (6) consecutive days in each 12-month period with pay, at the rate of \$10 per day; operators with seniority of five (5) years or more shall receive 2 weeks' vacation of 12 consecutive days in each 12-month period with pay, at the rate of \$10 per day.

BASIS OF COMPUTATION DIFFERENT FOR TIME AND PIECEWORKERS

114. Time Workers Paid at Regular Hourly Rate; Pieceworkers on Basis of Average Hourly Earnings

Vacation pay for a time worker shall be 40 times his regular hourly rate of pay.

Vacation pay for a pieceworker shall be 40 times his average hourly earnings for the eight busiest consecutive weeks in the season prior to the vacation period, but excluding, however, any and all overtime pay.

115. Regular Weekly Rate for Week Workers; Average Weekly Earnings for Pieceworkers

Vacation pay shall be paid in one lump sum prior to the vacation period, and vacation pay for pieceworkers shall be based upon the average weekly earnings of the said pieceworkers for the period from the date of the execution of this agreement to the time of the commencement of the vacation period. The vacation pay to be given to week workers shall be at the regular weekly rate of pay.

OTHER VACATION PAY PROVISIONS

116. Regular Rate Used in Computation When Temporary Rate is Lower

If on the date as of which an employee's vacation pay is computed, he is temporarily employed at a wage rate lower than that at which he is regularly employed and which he received during the major portion of the preceding year, his basic hourly rate for the computation of his vacation pay shall be the latter rather than the former. Disputes under this paragraph may be considered under the grievance procedure of the contract.

117. Rate Used in Computation Depends on Percentage of Time Worked at That Rate

If an employee from January 24, 1946, to the time he takes his vacation works from 25 to 75 percent of his time on a higher rated job in the promotion sequence, his vacation pay will be 50 percent at the lower rate and 50 percent at the higher rate. If the employee works 75 percent or more on the higher rated job, his vacation will be 100 percent at the higher rate. * * *

118. Commissions Considered in Computing Vacation Pay (This agreement covers sales personnel in a department store).

Vacation pay shall be computed on the basis of the union member's basic salary and the average commission earned during the previous year.

119. Vacation Pay Includes Special Bonus in Addition to Regular Base Pay

First pilots shall be paid their regular base pay stipulated in section 3 of this agreement plus an additional amount of \$150 for their 2 weeks' annual vacation period.

120. Employee To Be Given Vacation Pay Prior to Vacation

Vacation pay shall be paid to employee (in addition to his or her regular earnings) during the week prior to the beginning of his or her vacation period.

121. Premium Payment If Employee Works Sixth or Seventh Day of Vacation

It is agreed that if an employee is called in to work on the sixth or seventh day of his vacation he shall be compensated at the rate of time and one-half in addition to his regular vacation allowance.

122. Vacation Pay Equals Amount Employee Would Have Earned by Working

Regularly assigned drivers will be paid same earnings as they would have earned, had they worked their regular assignment, during the period of their vacation.

Pay in Lieu of Vacation

Although the objectives and principles of provisions for paid vacations are predicated upon the beneficial effect of actual time off for rest and relaxation, some agreements permit a vacation bonus to be given to workers in lieu of vacation. In some cases this is done at the option of the employee, in other agreements at the option of the employer, and in still other cases, by mutual consent. During the war, the substitution of a bonus for vacation became a prevalent practice in many industries because of the need for maximum production, but many current agreements specifically prohibit the practice of giving extra pay instead of time off; and in a few cases, employees are paid premium rates if required to work during their scheduled vacation periods.

123. Payment in Lieu of Vacation Prohibited

Employees entitled to vacations will not be allowed to take money in lieu thereof.

124. No Bonus in Lieu of Vacation Except in Emergency by Mutual Consent of Company and Union

Vacations shall be mandatory; however, in the event of an emergency, vacations may be waived by mutual agreement of the company and the union. In the event vacations are waived, as herein provided, the vacation bonus as above specified shall be paid as of the date said vacations are waived.

125. Payment in Lieu of Vacation if Operating Conditions Do Not Permit Shut-Down

Should operating conditions not permit a shut-down for vacation, the vacation pay, nevertheless, will be granted and employees continuing to work will be paid at their regular rates.

126. Employee May Not Be Compelled To Accept Pay in Lieu of Vacation (Full week's salary is guaranteed employees recalled to work before their vacation period is over, vacation permitted at a later date).

Employees shall not be compelled by the company to forfeit their vacations for additional pay from the company unless they so desire. In case of recall before vacation period is over, the employee is to receive full week's salary. In either case, the employee is not to forfeit the vacation due him or her.

127. Pay at Premium Rate in Addition to Vacation Pay if Employee Required To Work During First Week of His Vacation

If there is a scheduled vacation general shut-down period and staggered vacations are not arranged, an employee eligible for a vacation shall be paid in addition to his vacation wage, time and one-half for all hours he may be required to work during the first week of such scheduled vacation general shut-down period and shall be paid, in addition to his vacation wage, straight time for all hours he

may be required to work on any additional scheduled vacation days. This shall not apply if time off for vacation is taken by an employee prior or subsequent to the employee's regular vacation period.

If there is no scheduled vacation general shut-down period and if staggered vacations are arranged, an employee eligible for a vacation shall be paid, in addition to his vacation wage, time and one-half for all hours he may be required to work during the first five (5) days of his scheduled vacation and shall be paid, in addition to his vacation wage, straight time for all hours he may be required to work on any additional scheduled vacation days. This shall not apply if time off for vacation is taken by an employee prior to or subsequent to the employee's regular vacation period.

128. Pay in Lieu of Second Week of Vacation Optional With Employee

Employees entitled to receive 2 weeks' vacation pay shall have the privilege of taking 1 week's vacation with pay and cash to the amount of 1 week's vacation pay instead of taking the second week of vacation.

129. Pay in Lieu of Second Week of Vacation Mandatory (This agreement allows 1 week's vacation to employees with 1 year of service).

All employees with a record of 5 or more continuous years of service up to and including June 29, 1946, are entitled to receive an additional week of pay, but not an additional vacation week.

130. Pay in Lieu of Vacation if Employee Is Prevented From Taking Vacation Because of Illness

If eligible employees are prevented from taking their vacation because of illness they shall be granted pay in lieu thereof within thirty (30) days after they return to work, provided such illness does not extend into the following year.

Timing of Vacation Periods

Agreements often specify the time when vacations shall be taken, usually during the summer months. Employees may be allowed their choice of vacation time during the specified period, often in order of seniority, but in many cases management reserves the right to schedule vacations so that there is no interruption of production. Some agreements provide for the shut-down of the plant in order that all employees may take their vacations at the same time.

Agreements usually specify that the vacation must be taken in the year in which it is earned, although a few permit a limited amount of accumulation of vacation time from year to year, especially when employees postpone their vacations at the request of the company.

Splitting of vacations into nonconsecutive periods is sometimes permitted, particularly when employees are entitled to two or more weeks, although some agreements which mention this subject specify that the entire vacation must be taken at one time.

VACATION SCHEDULES

131. Summer Months Specified; Exception Permitted at Discretion of Company

Normally the vacation period shall be confined to the period between June 1 and October 1, although individual exceptions may be made at the discretion of the company, upon request.

132. Company Has Final Decision in Scheduling Vacations

It will be left to the judgment of the corporation as to when the most opportune time will be to grant vacations to individual employees; however, the corporation will, so far as operating conditions permit, endeavor to comply with the requests of the employees for the time designated by him as to when he desires to take his vacation.

133. Employer Schedules Vacations but Must Give Employee 1 Week's Notice

The time allotted to such employees for vacations will be established by the company and the vacation periods will be such as will cause a minimum of interference with the plant operations. Every eligible employee will be notified of his vacation allowance and period one (1) week in advance, but the company reserves the right to make changes in the vacation periods at any time when such action is considered necessary.

134. Company and Union Jointly Determine Scheduling of Vacations

The management and the union jointly will determine the time that each employee is to take his vacation within the vacation period.

135. Company Required to Confer with Union Before Making Up Vacation Schedule

Vacations shall be scheduled during the period between June 15 and September 30. The vacation schedule shall be determined by the employer who shall, however, confer with the union before making it up.

136. Seniority the Determining Factor in Allotment of Vacation Dates

The employee will be allowed to take his vacation at the time he chooses during the vacation period, unless another employee with longer seniority chooses the same period, provided his services are not absolutely essential for the efficient operation of the plant. If his services are essential, he shall be permitted to take his vacation at some other time. In cases where a number of employees choose the same vacation period and all of them cannot be spared for that period, seniority will be the determining factor in the allotment of vacation time.

137. Senior Employees Get First Choice of Vacation Periods but Must Make Selection Before Specified Date

Senior employees will have first choice for vacation date, providing that they make their selection before May 1.

138. Vacation To Be Taken at a Time Mutually Agreeable to Employer and Employee

Vacation shall be taken at a time mutually agreed upon between the employer and employee individually, but shall, as far as practicable, be taken between May 1 and September 1.

139. Employees Entitled to 2 or More Weeks May Take Vacation at Any Time

Employees who are entitled to two or more weeks of vacation may take their vacation at any time during the year in which the required service will presumably be completed.

140. Not More Than 10 Percent of Employees in Any Department May Take Vacations at the Same time (Seniority considered in scheduling vacations).

In order to curtail production as little as possible, not more than 10 percent of the employees in any department may take vacations at the same time. Any employee entitled to and desiring vacation with pay shall submit to the company written request for vacation, stating when he desires it. The company will prepare a vacation schedule based on the applications and the necessity of maintaining production. In the event that more than 10 percent of the employees in any department request vacations at the same time, the schedule will be

prepared having consideration to the seniority of the employees concerned; however, the company shall have final determination as to when vacations shall be taken.

141. All Employees Take Vacation at the Same Time During Specified Week

It is agreed that the first week in July shall be the vacation week for all plants.

142. Vacation Week To Be Designated by Company

Vacations shall be taken during a week designated by the company during either July or August of each year.

143. If Plant Shuts Down for Any Reason, Company May Designate Such Shut-Down as the Vacation Period

A shut-down for any reason covering a specific period of a week or longer may be designated as the vacation period, provided the shut-down shall be between July 1 and September 1.

144. Industry Shut-Down at Specified Time for All Except Maintenance Employees

An annual vacation period shall be the rule of the industry. From Saturday, June 29, 1946, to Monday, July 8, 1946, inclusive, shall be a vacation period during which coal production shall cease. Day men required to work during this period at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

145. Vacations To Be Taken During Slack Season as Far as Possible

Vacations, as far as possible, will be assigned during the inventory period.

146. Employee May Request Vacation During Temporary Lay-Off

Any employee eligible for a vacation will be entitled to receive it at any time when he may be temporarily laid off, or when he is unable to work and desires to receive his vacation allowance and pay.

CUMULATION OF VACATIONS

147. Cumulation of Vacations Prohibited

All vacations must be taken before the end of the present calendar year. Vacations may not be postponed beyond the end of the present calendar year and any vacation not taken will be forfeited.

148. No Cumulation Unless Vacation Postponed at Employer's Request

Vacations must be taken during the calendar year, unless, due to emergency, the management finds it necessary to request postponement. Vacation pay will be paid in advance.

149. Cumulation of Vacation Periods for 2 Years Permitted

An employee may forego his vacation in 1 year and add it to his vacation in the next following year, provided that company gives him its approval thereto. In no event shall an employee defer his vacation longer than 1 year, or be permitted to take more than the total of two (2) vacation periods in any one calendar year, or take a vacation in advance of the year in which it is due. If an employee defers his vacation under the provisions of this section he shall take it at the convenience of company and at such time as not to interfere with the regular vacation schedules of other employees.

150. Cumulation of Vacation Time up to Maximum of 4 Weeks Permitted

Vacations shall be cumulative, if mutually agreed upon, but in any event not in excess of 4 weeks and shall be allowed only at such times as may be convenient to the operating necessities of the service.

SPLIT VACATIONS**151. No Split Vacations Unless Mutually Agreeable to Company and Employee**

All vacation periods shall run consecutively unless it is mutually agreed to split the period by the company and the individual.

152. Two-Week Vacations May Be Split Into Weekly Periods

One week's vacation must be taken in a continuous period, but 2 weeks' vacation may, if the employee and management agree, be divided into two periods of 1 week each.

153. Vacation Split Into Summer and Winter Periods

The company will grant 1 week's vacation in the summer and 1 week's vacation in the winter to employees who have been continuously with the company 1 year or longer prior to the date of the respective vacation periods.

154. Employee Has Option of Taking Vacation at One Time or Spreading It Over the Year

A vacation may be taken all at one time or spread over the year, provided that in either instance it is planned well in advance with the department head and does not interfere with the efficient operation of the department concerned.

Combining Vacation With Sick Leave

In some agreements employees are given a specified amount of paid leave, with the option of using it either as vacation or sick leave. Other agreements allow employees to add unused sick leave to their vacation time.

155. Employee Has Option of Using 96 Hours' Paid Leave as Vacation or Sick Leave

Each employee who has completed 1 year of service shall be entitled to vacation or sick leave of 2 calendar weeks with 96 hours' pay at the employee's regular hourly rate of pay in effect when vacation or sick leave is granted.

156. Unused Paid Sick Leave May Be Added to Vacation Time

An employee with less than five (5) years' seniority on his vacation eligibility date shall be entitled to one (1) week's vacation with pay. In addition thereto each such employee who has not used all of his sick and injury leave during the year of service preceding his vacation eligibility date shall, at his option, be entitled to one additional week's vacation with pay, for such unused sick and injury leave, or to pay for such unused sick and injury leave without an additional week's vacation.

157. Vacation Time May Be Used as Sick Leave

Absences because of illness may be used as vacation, provided employees make application, on forms provided by the company, before the end of the pay period following return to work.

CHAPTER 2.—HOLIDAYS AND WEEK-END WORK

The observance of basic religious and patriotic holidays is generally considered desirable as a factor in promoting spiritual growth and good citizenship, as well as affording an opportunity for rest. The importance which the American people attach to their holidays is reflected in the fact that nearly all union agreements have some provision relating to the observance of holidays.

The number and type of holidays observed is determined by national and local practice, religious and racial considerations, and the relative bargaining strength of unions and employers.

The question of pay for holidays not worked is a major issue. Paid holidays have traditionally been granted to white-collar workers, but until relatively recent years, most agreements covering production workers merely allowed time off without pay. However, the extension of paid holidays to production workers is proceeding rapidly and is more and more frequently an objective of unions in the negotiation of new agreements.

Regardless of whether pay is allowed for holidays not worked, nearly all agreements provide for the payment of special penalty rates when work is required on holidays, on the theory that work on a holiday implies a sacrifice on the part of the worker and deserves special reward and that the scheduling of work on holidays should be discouraged.

Other important considerations relating to holidays are the computation of pay and eligibility for pay on holidays not worked, limitations on holiday work, and making up time lost on holidays.

In order to give employees regular days of rest and an opportunity to attend religious services, agreements often have provisions designed to discourage work over the week end. In some cases Saturday and Sunday work is prohibited altogether; more commonly, week-end work is permitted, but must be paid for at a penalty rate of time and one-half or double time. However, for workers on continuous operations, in the service trades, and in employment in which Saturday and Sunday work is essential to the public convenience and safety, such penalty rates usually do not prevail.

In most industries, a regular Monday through Friday workweek is prevalent; week-end penalty pay provisions usually apply to work of an emergency, temporary nature. This is substantiated by the fact that many agreements which require week-end penalty rates for production workers exempt such employees as watchmen and maintenance men whose regular schedule includes Saturday and Sunday work.

During the war, premium pay for Sunday and Saturday work, as such, was prohibited by Executive Order 9240 which, however, permitted payment at time and one-half for work on the sixth consecutive day in any regularly scheduled workweek and required a double-time rate for work on the seventh consecutive day.

Many agreements have retained the sixth- and seventh-day premium pay provisions as well as relative practices and interpretations worked out during the war. Such interpretations define what can and cannot be counted as time worked, for purposes of determining the sixth and seventh day, prohibit the pyramiding of overtime rates, etc.

Observance of Holidays

The number of holidays observed varies considerably, as few as 3 being specified by some agreements, and as many as 20 by 1 agreement. The number most often specified is 6—New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Other holidays often mentioned are Armistice Day, Washington's Birthday, Election Day, Columbus Day, and Lincoln's Birthday. In rare cases, agreements state that all legal holidays will be observed.

Holidays of local importance, such as State Admission Day and Jewish or Catholic religious holidays are often recognized; Emancipation Day is sometimes designated as a holiday for Negro employees. An increasing number of agreements make some provision for the observance of a holiday celebrating the end of World War II, if such a holiday is officially declared.

Since premium rates are usually paid for work on holidays, the question of when the holiday begins and ends is important. To prevent misunderstandings, agreements sometimes specify the hours which mark the time limits of the holiday.

Holidays falling on Sunday are usually observed on the following Monday, although a few agreements require the holiday to be observed on the calendar date on which it falls. When the holiday occurs on the employee's regularly scheduled day off, he may be given compensatory time off later. Agreements which allow pay for holidays not worked sometimes specify that no pay will be given an employee whose regular day off coincides with the holiday.

1. Six Holidays To Be Observed

Employees covered by this agreement will observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2. Seven General and 13 Religious Holidays Observed

All employees shall be granted the following holidays with pay: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, one-half day on Election Day.

Jewish holidays: Passover, 2 days at beginning and 2 days at end; Shevuoth, 2 days; Rosh Hashonah, 2 days; Yom Kippur, 1 day; Succoth, 2 days at beginning and 2 days at end.

3. Holiday of Local Importance May Be Substituted for One of National Holidays

The following shall be considered as holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas, and Washington's Birthday.

By local agreement it will be permissible for a holiday of local importance to be substituted for one of the above-mentioned holidays.

NOTE.—This clause is taken from an agreement covering plants in several States.

4. Local Practice Determines Whether Certain Additional Holidays Will Be Observed

The following full holidays shall be observed by the employer in Massachusetts: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In those communities in which the principal competitor of the employer observes April 19, October 12, and November 11 as full holidays when they fall on days other than Saturday, the employer will, in such communities, observe such days as full holidays.

NOTE.—This clause is taken from an agreement covering a number of cities in one State.

5. All National and State Holidays To Be Observed

The following holidays are to be observed: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Armistice Day, and Christmas Day, or any other day declared a legal holiday by the United States Government, or any holidays observed by the State of Illinois, with no work on Labor Day. When holidays fall on Sunday, the following Monday shall be observed.

6. Racial Interests Considered in Designating Holidays To Be Observed

The following days shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and San Jacinto Day (for white employees), and Emancipation Day (for Negro employees).

7. Religious Holidays Observed at Employee's Option

Religious holidays may be observed by the union members. Such religious holidays and any other day on which the store is closed, except Sundays and holidays, shall be counted as the union member's day off.

8. Victory Day To Be Observed if Declared a National Holiday

There shall be no work on Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a national legal holiday it shall be made a part of this article.

9. World War II Holiday, if Officially Declared, Substituted for Armistice Day

In the event that a national legal holiday is officially declared during the contract year, to celebrate the end of World War II, this holiday will be substituted for Armistice Day, November 11, 1946, and thereafter.

10. Holiday Offering Longer Week End Observed

The following holidays shall be declared standard for the company: New Year's Day, Washington's or Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day.

Washington's Birthday shall be designated as the holiday in February except when the observance of Lincoln's Birthday would provide a longer week-end, in which case Lincoln's Birthday shall be declared the holiday.

11. Time Limits of Holiday Defined

There shall be six (6) holidays per year, namely: New Year's Day, Easter Monday, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The arrangement regarding holidays will be as follows: The holiday will officially begin at 11 p. m. and end twenty-four (24) hours later.

12. Shift Schedule Determines When Holiday Begins and Ends

The following holidays shall be recognized:

New Year's Day (from start of evening shift at 3:30 p. m. December 31 and including the evening shift finishing about midnight January 1); May 30 (from start of day shift May 30 to start of day shift May 31); July 4 (from start of graveyard shift at 11:30 p. m. July 3 to start of day shift July 5); Labor Day (from start of day shift Monday to start of day shift Tuesday); Thanksgiving (from start of day shift Thursday to start of day shift Friday); Christmas (from end of day shift December 24 to start of day shift December 26).

13. Holiday Falling on Sunday Observed the Following Monday

If any of such named holidays fall on Sunday, the following Monday shall be considered the holiday.

14. No Premium Rate for Work on Monday When Holiday Falls on Sunday

In case any of said holidays falls on a Sunday, that day shall be recognized as the holiday and no holiday rate shall be payable on account of work performed on the Monday following.

15. State or National Practice Determines Day To Be Observed When Holiday Falls on Sunday

Should any of the above holidays fall on Sunday, the day observed by the State or the Nation shall be considered as a holiday for the purpose of this section.

16. Holiday Falling on Saturday Observed on Preceding Day

When a holiday falls on Saturday, the preceding day shall be the celebrated holiday.

17. Employee Granted Compensatory Time Off When Holiday Falls on His Regular Day Off

It is further agreed that if any holiday herein named shall fall upon any employee's regular days off, he shall be granted an additional day off, which shall be given within the following 3-week period.

18. Holidays Occurring on Day When No Work Is Scheduled Shall Not Be Considered Holidays

Should one of the four holidays mentioned in paragraph (b) above fall on a day on which the plant generally is not scheduled to work, such day shall not be considered as a holiday except that where all employees of a department are notified to report for work on such day, it will be considered as a holiday for such employees and they will be paid in accordance with the provisions of this article, and except further that when one of such holidays falls on Sunday (or the seventh day from the beginning of the work schedule of an employee assigned a work schedule in accordance with section 1 (e) above) the following day (but not both days) shall be considered as the holiday.

Limitations on Holiday Work

In some cases, holiday work is prohibited altogether; in other cases permission of the union must be obtained before the employer can schedule work on holidays. More commonly, however, agreements require only that a reasonable effort be made to avoid scheduling work

on holidays or that only necessary maintenance and repair work be done.

Some agreements which have no specific limitations on holiday work do require that employees be given several days' advance notice if work is scheduled for a holiday.

19. Work Prohibited on Specified Holidays

There shall be no work done on the following legal holidays nor on the days on which said holidays are observed: New Year's Day, Decoration Day, Labor Day, Thanksgiving Day, Washington's Birthday, Independence Day, Election Day (one-half day), Christmas Day, and Columbus Day.

20. Work Prohibited Except by Agreement Between Company and Union

The following shall be considered as holidays on which there will be no productive work unless agreed to by the company and the union, namely: Christmas Day, Memorial Day, Fourth of July, Thanksgiving Day, New Year's Day, and Labor Day.

21. Work Permitted, with Consent of Union, on Holidays Other Than Labor Day

The following shall be recognized as holidays: New Year's Day, Independence Day, Thanksgiving Day, Labor Day, Memorial Day, and Christmas Day.

No work shall be performed on these holidays unless by permission of the union, except on Labor Day, on which no permission shall be requested or granted.

22. Sunday and Holiday Work Kept at Minimum Consistent With Satisfactory Service to Public

Work on Sundays and holidays shall be kept at such a minimum as is consistent with the proper operation and maintenance of the company's facilities in efficiently and economically providing continuous and satisfactory service to the public.

NOTE: This clause is from an agreement covering an electric utility company.

23. Company to Avoid Scheduling Work on Holidays

A reasonable effort shall be made by the company to avoid scheduling work on holidays.

24. No Holiday Work Except in Cases of Necessity

No work shall be performed on these holidays except in cases of emergency, by mutual agreement, or for the protection of life and property. The exception to the foregoing is as follows:

Any major maintenance or repair work which is necessary to prevent material curtailment of employment of a substantial number of employees.

25. No Employee Required To Work on Holiday Unless a Majority of Employees in Designated Unit Are Required to Work

Any employee required to work upon any holiday mentioned in paragraph (b) above and who does not report to work, shall receive no compensation for such holiday. No production employee or employees will be required to work on any holiday, unless a majority of employees in his department, or within his section of his department are also required to work.

26. Failure To Work on Specified Holidays Not Deemed Violation of Agreement

The following legal holidays shall be observed: Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and one-half of Election Day. All workers shall be paid for such holidays as follows: (a) Pieceworkers shall be paid for the holidays on the basis of their straight-time hourly earnings for that week. Time workers shall be paid for the holidays on the basis of their actual hourly or weekly earnings for that week.

Refaining from work on May 1 and Columbus Day shall not be deemed a violation of this agreement.

27. No Work Performed on Labor Day, Except by Maintenance Crew

There will be no work performed on Labor Day under any circumstances. This paragraph does not apply to firemen and maintenance men whose presence in the plant is necessary to maintain the plant over any holiday.

28. Only Continuous Process Operations May Be Performed on Holidays

The following days shall be considered holidays during which days there shall be no regular production work, except in cases of continuous operation, on: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, Memorial Day, and Armistice Day.

29. Employees to Receive 3 days' Notice When Required to Work on Sundays and Holidays

Members whose regularly scheduled work does not require them to work on Sunday and holidays will receive at least 3 days' notice when required to work on such days except in cases of extreme emergency.

30. Employees to Receive 25 Hours' Notice When Required To Work on Saturday, Sunday, or Holidays

Except in the case of employees whose regular workweek includes Saturday, Sunday or the holidays hereinafter designated, employees required to work on Saturdays, Sundays, or the holidays hereinafter designated shall, whenever practical, be notified at least 25 hours in advance of such Saturday, Sunday, or holiday.

31. Equal Distribution of Holiday Work

Holiday work will be distributed as equally as possible among the employees competent to handle same.

Making Up Holidays

When holidays without pay are observed, the employee's earnings are naturally diminished during the week in which the holiday occurs. In order to give employees an opportunity to bring their weekly earnings up to normal, some agreements have provisions permitting employees to make up time lost on the holiday. Usually, make-up time is compensated at regular rates when the holiday is made up at the employee's option.

Since not only wages but also production is lost on holidays, employers, in some cases, may require that holiday time be made up on Saturdays at straight-time rates, provided, of course, that employees have not worked the full number of hours in the normal workweek. Other agreements, however, require payment of the premium rate for make-up time, even if less than the normal workweek has been worked.

In some cases, agreements specify that employees will not be required to make up time lost due to holidays or that holidays will be made up only by mutual agreement of employer and union.

Make-up time, if permitted, is generally worked on Saturdays, which is a regular day off for most employees.

32. Regular Rate Paid if Employee Elects to Make Up Time Lost on Holiday

Such employees scheduled to work on any of the above holidays but given the

day off will be permitted to make up this time by working at straight-time rate on a regular day off during the holiday week.

33. Employer May Require Holiday Make-up at Regular Rate

Any work performed on Saturday is to be paid at the rate of time and one-half, except when a holiday falls on any work day during the week. The employer shall then have the right to have his employees work on the Saturday of that given week at straight time, to make up the forty (40) hours.

34. Overtime Rate Required for Make-up Time

It is further agreed that the holidays to be considered shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, and there shall be no work on Labor Day. If any of these holidays come on any day of the working week, the hours lost on said holiday shall not be made up without payment on the basis of overtime as provided herein.

35. Employees Not Required to Make Up Holidays

Sundays and the following holidays shall be observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and any other weekday holiday recognized by the employer upon which the employer closes his store to the public. Employees shall not be required to make up time for the said holidays.

36. Holidays May Be Made Up by Mutual Agreement

In the event such a holiday falls on a regular workday, the company may operate on the following Saturday by the mutual agreement of the parties hereto.

37. Employer May Request Employees to Make Up Time Lost Owing to Observance of Religious Holidays

In view of the practice of the employer of closing its factories on the three Jewish holidays of the year, namely, 2 days of the Jewish New Year and the Day of Atonement, the parties agree that the employer may request the employees to make up the time thus lost by working on 3 Saturdays and to so work at straight time. The union agrees that it will not attempt to discourage any workers from complying with such request. If, however, immediately preceding such Saturdays and for three (8) or more consecutive Saturdays the plant has been operating, in such event, the employer shall pay time and a half for such exchange Saturdays.

Holidays With Pay

In the past, the prevailing practice regarding holidays for production workers was to allow time off without pay on such days; but in recent years the trend has been toward granting pay for holidays not worked. A compromise arrangement found in a considerable number of agreements grants pay for some of the major holidays and allows the observance of additional holidays without pay.

Unions justify paid holidays on the grounds that the observance of patriotic and religious holidays without the loss of earnings is an important element of the American standard of living; that paid holidays improve worker's morale with resulting increases in work efficiency and continuity of employment; and that the granting of paid holidays to salaried employees and withholding them from wage earners is an unjustified discrimination.

Employers, on the other hand, contend that they should not be required to pay for time not worked and that paid holidays lead to excessive absenteeism on the days immediately preceding and following the holiday and result in an unwarranted loss of production.

In some cases, agreements list holidays to be observed without specifying whether employees not working on these holidays will or will not be paid. Regardless of whether the holiday is to be paid or unpaid, the agreement should be clearly drafted to cover the issue, thereby avoiding any disputes on this question.

A relatively few agreements allow paid holidays to part-time and seasonal employees, while other agreements exclude such workers.

38. Pay for Six Holidays Not Worked

Regular employees shall be paid for and shall not be required to work on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

39. No Pay for Holidays Not Worked

The following holidays shall be observed: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. However, employees shall not be paid for loss of time resulting from the observance of said holidays.

40. All Legal Holidays May Be Observed but Only Four Paid Holidays

Union workers may refrain from working on May 1 and all legal holidays without pay. However, union workers shall be paid for the following legal holidays, without working, provided, however, that they must have worked during any day of the respective week in which these holidays shall fall: New Year's Day, Decoration Day, Labor Day, and Thanksgiving Day.

41. Employees Allowed Six and One-half Paid Holidays With Option of One Additional Unpaid Holiday

All employees in the cutting department shall be paid for the following legal holidays, which shall be observed, to wit: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (one-half).

Workers may refrain from working on Columbus Day or May 1, but without pay.

42. Eight Holidays With Pay and Two Holidays Without Pay

No employees shall be permitted to work on the following legal holidays, namely: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas.

Employees shall receive pay for the above-mentioned legal holidays, except that Lincoln's Birthday and Washington's Birthday shall not be paid for.

43. Two Paid Holidays and Five Unpaid Holidays

All workers shall receive pay without work for the following legal holidays: Labor Day and Christmas Day.

Work done on the following remaining legal holidays: Washington's Birthday, Decoration Day, Fourth of July, Thanksgiving Day, and New Year's, Saturday or Sunday, shall be paid for at the rate of time and one-half.

44. Employer To Designate Any Two Holidays as Paid Holidays

Any work performed by employees covered by the terms hereof upon any of the following holidays shall be paid for at the rate of time and one-half: Sundays,

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and any additional or other holiday the employer observes. The employer shall designate any two (2) of the above days on which the plant shall be closed and they shall be observed as a holiday and the employees shall be paid at straight time for eight (8) hours when not worked.

45. Pay for Holidays Which Fall on Saturday

Should any of the foregoing legal holidays fall on a Saturday, the workers shall nevertheless receive holiday pay computed on the foregoing basis.

46. No Pay for Holidays Observed on Saturday

All employees, regardless of their work schedules, shall be paid a holiday allowance equal to 8 hours' pay at straight time for the day of observance of each of the following 8 holidays that are observed on Monday through Friday, except as stated in section 2 below: (1) New Year's Day, (2) Washington's Birthday, (3) Memorial Day, (4) Independence Day, (5) Labor Day, (6) Armistice Day, (7) Thanksgiving Day, and (8) Christmas. In the event that the United States Congress proclaims a national holiday to commemorate the end of World War II, such date shall automatically be included as a holiday for the purpose of this agreement and will take the place of Armistice Day. No holiday allowance shall be paid for any holiday observed on Saturday.

47. Pay for Holidays Occurring During Leave of Absence

An employee shall receive holiday pay for any holiday celebrated during the first 30 consecutive calendar days of absence for any reason other than maternity leave of absence or military leave of absence.

48. Paid Holidays for Part-Time Employees Who Work 20 Hours or More Per Week

A part-time union member, who is scheduled to work 20 hours or more per week, is to be paid an additional average day's pay in any week in which the store is closed because of a legal holiday, regardless of whether or not the legal holiday falls on a union member's regularly scheduled workday.

49. No Paid Holidays for Seasonal or Part-Time Employees

However, it is agreed that regular employees (this shall not include temporary seasonal or employees working on a part-time basis) who are not required to work, shall receive eight (8) hours' pay at their regular straight-time rate for each of the said holidays.

COMPUTATION OF PAY FOR HOLIDAYS NOT WORKED

In the case of salaried workers paid by the week or month, the determination of holiday pay presents no problem, and there is no need to have the agreement mention the method of computation. In the case of hourly or piece-rate workers, however, it may be desirable to spell out the computation of holiday pay. A great many agreements fail to do so, thus providing an area of potential difficulty.

For hourly workers, holiday pay is most commonly calculated at the employee's regular hourly rate, multiplied by the number of hours in his normal workday, usually eight. Pay for pieceworkers is most often based on the employee's average hourly earnings calculated over a specified period prior to the holiday and multiplied by his normal daily working hours; in a few cases, agreements specify the piece-worker's guaranteed hourly rate as the basis of payment.

Another method of computing holiday pay is to allow a percentage of the employee's total earnings in some specific period preceding the holiday, 1½ percent of the earnings over a 3-month period being most commonly specified. The use of a percent of total earnings, just as in vacation pay, has the advantage of reflecting both the hourly rate and the total number of hours worked in the base period. Just as 2 percent of total yearly earnings is approximately equivalent to 1 week's pay, so the 1½ percent of total quarterly earnings is approximately equivalent to 1 day's pay, depending, of course, upon the number of days worked during the base period. Where this method of computation is used, there is generally a provision for a minimum guarantee.

A few agreements provide for the payment of a flat sum to each employee, regardless of differences in individual wage rates.

50. Eight Hours' Holiday Pay at Regular Rate for Time Workers and at Average Hourly Earnings for Pieceworkers

Time workers shall receive eight (8) hours' pay at regular time, and pieceworkers shall receive eight (8) hours' pay at their average piecework regular hourly earnings as established in the quarter immediately preceding the holiday.

51. Holiday Pay Determined by Number of Hours in Employee's Regular Daily Schedule

Holiday pay is to be eight times the individual employee's hourly rate. However, if the employee would have been regularly and permanently scheduled to work more or less than 8 hours on the day on which the holiday occurs, the employee is to receive as holiday pay whatever pay he would have received for working regularly scheduled hours on that day, had the day not been a holiday.

52. Eight Hours' Pay Regardless of Normal Scheduled Daily Hours

All hourly employees, regardless of the length of their normal working day, who are off duty on a specified holiday, shall receive eight (8) hours' straight pay.

53. Pay for Holiday Based on Percentage of Quarterly Earnings

Pay for the paid holidays shall be computed as follows: Each employee employed for 30 days prior to a paid holiday shall receive as and for his pay on the paid holiday, a sum equal to one and one-half (1½) percent of his total earnings for the 3 months preceding the paid holiday.

54. Minimum Guaranty Made Where Pay Is Based on Percentage of Quarterly Earnings

Each employee of the firm shall receive pay for each of the following holidays; January 1, February 22, May 30, Labor Day, Thanksgiving, and Christmas preceding which he shall have been employed by the firm for not less than 30 days, his pay for each of said holidays to be a sum equal to one and one-half (1½) percent of his total earnings during the social-security quarter prior to the holiday for which he is to receive pay and the same to be paid to him on the regular pay day of the week within which the holiday falls. If an employee has been on the pay roll of the firm for three (3) months or over he shall receive not less than \$4 for each paid holiday not worked.

55. Holiday Pay for Pieceworkers Computed at Guaranteed Minimum Rate

The following legal holidays shall be observed with pay: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. For the purpose of computing holiday pay for pieceworkers the minimum

pay of sixty (60) cents stipulated in the minimum-wage clause shall be the method of computing holiday pay.

56. Flat Sum Payment to Each Employee

The following holidays shall be observed and employees shall be paid \$8 for each of said holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

57. Pay or Compensatory Time Off at Employer's Option When Holiday Falls on Employee's Regular Day Off

Any regular (full-time) employee whose regular day off falls on a holiday shall receive an additional day's pay therefor, or at the option of the employer shall receive an extra day off within the holiday week.

58. No Pay for Holiday Not Worked if It Falls on Employee's Regular Day Off

All such employees not required to work on the above-enumerated holidays shall be paid straight time for the holiday unless the holiday falls on the employee's regularly scheduled day off.

ELIGIBILITY FOR PAY ON HOLIDAYS NOT WORKED

In order to minimize absenteeism during the week in which a paid holiday occurs and to insure that only employees on the active pay roll receive pay for such holidays, many agreements require that employees work on the days immediately before and after a holiday. Other agreements require only that the employee work some part of the holiday week, while some require perfect attendance during the holiday week. In a few cases, holiday pay is prorated according to the proportion of the week worked. Employees who do not work during the holiday week because of sickness or other excusable reasons are usually not deprived of their paid holiday.

Another type of eligibility qualification is that which requires a minimum length of service with the company prior to the holiday; usually no more than 6 months' service is required although a year's service is specified in a few cases.

Under the terms of some agreements, refusal to work on a holiday when requested to do so forfeits the employee's right to a paid holiday.

59. Holiday Pay Eligibility Based on Seniority, Work Schedules, Attendance During Holiday Week, and Other Specified Conditions

Hereafter, hourly rated employees shall be paid for New Year's Day, Memorial Day (or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing), Fourth of July, Labor Day, Thanksgiving Day, Christmas Day holidays providing they meet all of the following eligibility rules, unless otherwise provided herein:

1. The employee has seniority as of the date of the holiday, and
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
3. The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday within the employee's scheduled workweek.

Employees with the necessary seniority who have been laid off in a reduction of force, or have gone on sick leave during the workweek prior to or during the week in which the holiday falls shall receive pay for such holiday.

When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled workday within the week in which that holiday falls.

When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work-week because of such vacation, he shall be paid for such holiday.

When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, he shall be eligible for pay for that holiday.

Employees whose work is in necessary continuous 7 day operations, as covered by paragraph (87) of the national agreement, shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off, and they meet the other eligibility requirements of this procedure for paid holiday time; provided, however, that if the employee works a holiday which falls on his scheduled day off or when such employees are scheduled to work on a holiday and do work, they shall not receive holiday pay under this procedure but shall be paid for time worked in accordance with the working hours section of the national agreement for that type of operation. If they are scheduled to work, they shall not receive holiday pay as provided herein if they absent themselves from scheduled work on such holiday without reasonable cause acceptable to management.

Employees who have accepted * * * holiday work assignment and then fail to report for and perform such work, without reasonable cause acceptable to management, shall not receive pay for the holiday.

60. No Holiday Pay Unless Employee Works Day Before and Day After the Holiday

Straight time shall be paid to the employees if there is no work to be performed on said holidays, provided the employees work the working day before, and the working day after each such holiday.

61. Employee Qualifies for Holiday Pay by Working 1 Day During Holiday Week

To be eligible for payment for a holiday, the employee must have worked at least one full day during the pay-roll week.

62. Perfect Attendance During Holiday Week Required for Holiday Pay Eligibility

All regular employees who do not absent themselves during the calendar week in which a holiday occurs shall receive 8 hours' straight-time pay.

63. Employees on Leave of Absence Eligible for Holiday Compensation

The company will normally grant time off on the following holidays: Christmas, New Year's, Fourth of July, and Labor Day. Employees to whom such holidays are granted shall receive 1 day's pay at straight time (not to exceed eight (8) hours) provided they have worked at least the equivalent of one full regular shift during the workweek in which the holiday occurs. It shall be considered, however, that employee on a previously authorized scheduled vacation and/or sick leave for 1 day or more during the workweek in which a holiday occurs shall be considered to have worked one full regular shift during that workweek.

64. Excusable Absence Does Not Deprive Employee of Holiday Pay

To be entitled to the holiday pay as aforesaid, an employee must be employed and report for work for the full day on the day preceding and the day subsequent to the holiday in question, except in the case of sickness, death in family, or other good cause.

65. Six Months' Service an Eligibility Requirement for Holiday Pay

All employees who have been in the continuous employ of the company for at least six (6) months shall be paid for the following holidays at their regular rate of pay. Said holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

66. Combined Service and Attendance Eligibility Requirement

Any employee covered by this agreement who has been engaged for at least ninety (90) days prior to one of the holidays hereinafter specified and who has worked three (3) days during the workweek in which any of the specified holidays occur, but does not work on such holidays, shall be paid for eight (8) hours at his regular wage rate for such holiday.

67. Eligibility Requirement Less Severe for Veterans Than for Other Employees

No employee shall be entitled to a paid holiday unless he shall have been on the active pay roll of the company for at least 1 year preceding the particular holiday. Veterans holding at least 1 year's seniority and who are on the active pay roll on a paid holiday shall be entitled to be paid for such holiday.

68. Holiday Pay Prorated According to Proportion of Week Worked

During the week in which a legal holiday occurs, employees working less than a full week shall be paid for the holiday pro rata for the hours worked.

69. Holiday Pay Forfeited by Failure To Work on Holiday When Requested To Do So

Employees who do not work on Independence Day, Thanksgiving Day, and Christmas Day shall be paid for eight (8) hours at their regular straight-time hourly rate, provided, however, such employees shall forfeit their right to such compensation if they are scheduled or needed in an emergency to work and do not do so.

Premium Rates for Work on Holidays

To provide special rewards for holiday work and at the same time to discourage the scheduling of work on holidays, most agreements require the payment of premium rates for work performed on holidays. Time and one-half is the rate most commonly specified, although a considerable number of agreements require double time.

In agreements which allow pay for holidays not worked, the premium rate for holiday work is usually higher than that specified by agreements providing holidays without pay. Most agreements which allow pay for holidays not worked specify the payment of at least double time when employees are required to work on holidays, and in a considerable number of agreements, the rate of payment is two and one-half or three times the regular rate. Unions justify this on the grounds that if an employee receives his regular rate for holidays not worked, the payment of anything less than double time, if he is required to work, would result in a rate of pay for holidays of less than straight time for regular hours of work. Moreover, the payment of anything less than double time would not be an effective deterrent against the scheduling of holiday work, since the employer must pay the regular rate for the holiday, in any event.

Some agreements designate one premium rate for the first 8 hours worked on a holiday and a higher rate for additional hours worked.

In a few cases, work on major holidays is paid for at double time, while only time and a half is allowed for work on less important holidays. Also, in rare cases, the employer is given the option of paying a premium rate or granting compensatory time off within a specified period after the holiday.

In addition to premium rates for work on holidays, a minimum amount of pay is sometimes guaranteed, such as half or a full day's pay, even though only a few hours are worked on the holiday.

Since company property must be guarded and a certain amount of maintenance work performed, even on holidays, agreements often specify that watchmen, firemen, engineers, and other maintenance workers may be required to work on holidays without extra compensation. In some cases, however, these workers are paid a specified premium rate for holiday work.

70. Time and One-half Paid for Work on Holidays

The following days shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, and Labor Day. All employees required to work on these holidays shall be paid at the rate of time and one-half.

71. Double Time for Holiday Work

Work performed on the following holidays falling within the normal workweek will be paid at a rate of double time: January 1, May 30, July 4, Labor Day, November 11, Thanksgiving Day, December 25, and a day which may be proclaimed by the President as VJ-day, pertaining to World War II.

72. Regular Rate Plus Double Time for Work on Paid Holiday

It is further agreed that the employees shall be paid for and not required to work on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. In the event of an emergency and the employer required the services of an employee on any of the afore-mentioned holidays, the employee would, nevertheless, receive payment for the holiday as though he had not worked, plus double time for all work performed.

73. Double Time for Scheduled Holiday Work; Two and One-half Times Regular Rate for Unscheduled Holiday Work (30 days' notice to employees scheduled to work holidays).

Employees who are scheduled to work on such holidays shall be compensated for hours actually worked at straight time in addition to the holiday allowance provided for in section 1 of this article (8 hours' pay at straight time). Employees who are not scheduled to work on such holidays and who are called in to work shall be compensated for the hours actually worked as emergency overtime at time and one-half in addition to the holiday allowance provided for in section 1 of this article. A list of employees scheduled to work on a holiday shall be posted at least thirty (30) days in advance of such holiday.

74. Double Time for Work on Six National Holidays; Time and One-half on Other Holidays

The company will pay time and one-half for all work performed on legal and State holidays.

The company will pay double time for all work performed on the following national holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

75. Double Time for Work on Paid Holidays; Time and One-half for Work on Unpaid Holidays

There shall be four (4) paid holidays which shall be Fourth of July, Labor Day, Thanksgiving Day, and Christmas. Employees required to work on these holidays shall be paid as their total compensation at the rate of double time. Should any of the above holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday and paid for as such.

There shall also be two unpaid holidays which shall be New Year's Day and Memorial Day. Employees required to work on these holidays shall be paid at the rate of time and one-half for seven (7) hours and double time thereafter.

76. Double-Time Rate for Work on Holiday; Triple-Time Rate for Work on Holiday Falling on Saturday

Work on any of the holidays enumerated in paragraph VIII hereof shall be paid for at the rate of single time in addition to the regular day's pay when said holiday occurs during a workweek, and at the rate of double time when such holiday occurs on a Saturday.

77. Time and One-half for First 8 Hours on Holiday and Double Time Thereafter

All work performed on the above holidays shall be considered overtime work, and the compensation therefor, for all work performed up to and including the eighth (8th) hour of work shall be one and one-half times the regular rate, and the compensation for all work performed on the above holidays in excess of eight (8) hours shall be double the regular pay rate.

78. Employee Working on Holiday Has Option of Extra Day's Pay or Compensatory Day Off

No pay-roll deductions shall be made for employees who do not work on the following legal holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, and Christmas.

Employees who work on said holidays shall receive an extra day's pay at the regular straight-time rate or a day off, whichever the employee may prefer.

79. Eight Hours' Pay Guaranteed When Workers Called Out on Sundays or Holidays

Employees required to work on a Sunday or holiday shall be paid double time. No worker shall be paid for less than eight (8) hours when called out on Sundays or holidays.

80. One-half Day's Pay Guaranteed on Sundays and Holidays

Any regular employee may be required by the employer in its discretion to work on any holiday or on Sunday of any week, which is not part of such employee's regular working schedule, and shall be compensated for services performed on any such day at the rate of time and one-half for the hours of service so performed, but in no event less than one-half day's pay.

81. No Holiday Premium Rate for Maintenance and Plant Protection Employees

Any employees other than maintenance men, engineers, firemen, watchmen, and others performing similar service, shall receive time and one-half for work performed on the following legal holidays only: Sundays, Decoration Day, July Fourth, Labor Day, Thanksgiving, Christmas, and New Year's Day.

82. Premium Rate Required for Maintenance Work on Holidays

The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;

and no employee shall be permitted or required to work any of such days, excepting, however maintenance workers, machine fixers and changers, who in cases of necessity or emergency may work on such holidays, but shall be paid one and one-half times their regular rates of pay for such work.

Premium Rates and Limitations on Week-End Work

Provisions designed to discourage the extension of work over the week end are often found in union agreements. These usually stipulate a premium rate for week-end work. However, some agreements prohibit Saturday and Sunday work altogether. Others require the employer to avoid scheduling week-end work as much as possible, and in some cases no work can be done on Saturdays and Sundays except with the permission of the union.

During the war the payment of premium rates for week-end work was governed by the provisions of Executive Order 9240* which allowed no premium pay for Saturday and Sunday work, as such, but permitted the payment of time and one-half for work on the sixth consecutive day of the workweek and required double time for the seventh day. Since the cancellation of Executive Order 9240 on August 21, 1945, many agreements have reinstated provisions requiring premium rates for work performed on Saturday and Sunday. Time and one-half is usually specified as the Saturday rate and double time as the Sunday rate. Other agreements make no reference to Saturday and Sunday work as such, but require time and one-half and double time for the sixth and seventh days, respectively, of the employee's workweek.

Certain types of employees, such as plant-protection and maintenance employees, who regularly work on week ends, ordinarily receive no extra compensation for such work. Few agreements have special provisions regarding continuous-process workers whose regular schedule includes week ends, but rotation of shifts is common in such industries and Saturdays and Sundays are thereby distributed with more or less regularity among all employees.

Occasionally, the question arises as to what constitutes regularly scheduled Sunday work for which no premium rate is to be paid, and a few agreements have provisions defining such work.

83. Time and One-half for Saturday, Sunday, and Holiday Work

For work performed on Saturdays, Sundays, or holidays, employees shall be paid at the rate of time and one-half time.

84. Double Time for Saturday, Sunday, and Holiday Work

All work performed on Saturdays, Sundays, and legal holidays shall be paid for at the rate of double time. A permit shall be obtained from the officer

* For a more detailed discussion of Executive Order 9240, see article by I. Robert Feinberg and Arthur H. Dadian, in *Monthly Labor Review*, August 1944, also reprinted as Serial No. R. 1676.

of the local union when members are required to work on Saturdays, Sundays, and legal holidays.

85. Time and One-half for Saturday Work; Double Time for Sunday

Employees regularly scheduled to work Monday through Friday shall be paid time and one-half for work performed on Saturday and double time for work performed on Sunday.

86. Time and One-half for First 4 Hours of Saturday Work; Double Time Thereafter

All work performed on Saturday shall be paid for at the rate of time and one-half for the first four (4) hours and double time thereafter.

87. Time and One-half for 8 Hours of Work on Saturday; Double Time Thereafter

All work done on Saturdays by any employee during such employee's normal working hours shall be paid for at one and one-half times the regular straight-time rate. Any work in excess of 8 hours on Saturday or before or after the employee's normal working hours shall be paid for at double the regular straight-time rate.

88. Time and One-half for Sixth Consecutive Day of Workweek; Double Time for Seventh Day

An employee shall be paid at one and one-half times his regular basic rate for all work performed by him on the sixth consecutive day worked by him in a workweek, and at double his regular basic rate for all work performed by him on the seventh consecutive day worked by him in a workweek. For purposes of this section "day" shall be interpreted to mean a calendar day.

89. Premium Rate for Work on Saturday Only When It Is the Sixth Day of the Workweek

Overtime for Saturday work will be paid only when Saturday constitutes the sixth day in the regularly scheduled workweek on which any work was performed by the individual concerned, in which event all hours worked will be paid for at the rate of time and one-half.

90. Premium Rate for Saturday Waived if Absent During Week

Time and one-half shall be paid for work on Saturday, unless an employee has been absent during the preceding five (5) days without approval of the superintendent.

91. Time and One-half for Sunday; Double Time if Sunday Is the Seventh Consecutive Day

The company shall pay time and one-half for work performed on Sunday, unless it is the seventh consecutive day worked by an employee, in which event the company shall pay double time.

92. Time and One-half for First 8 Hours on Seventh Consecutive Day; Double Time Thereafter

The seventh (7th) consecutive day worked shall be paid for at time and one-half the straight-time rate for the first eight (8) hours and double the straight-time rate after eight (8) hours.

93. Time and One-half for Sunday Work, Except for Regularly Scheduled Shifts

All work performed on Sundays shall be paid for at the rate of time and one-half, except in the case of powerhouse employees and watchmen, and except in the case of such employees engaged in continuous operation whose shifts shall include a Sunday as part of a 5-day shift.

94. Premium Pay of 10 Cents Per Hour for Regularly Scheduled Saturday and Sunday Work

Maintenance employees will be paid a bonus of ten (10) cents per hour on Saturday and Sunday when these days are part of their regularly scheduled forty-(40) hour workweek.

Overtime will be paid only on the sixth or seventh day worked in their regularly scheduled workweek. When overtime is paid, the ten- (10) cent bonus will not be paid.

95. Premium Pay of 10 Cents Per Hour for Regularly Scheduled Sunday Work

Premium pay of 10 cents per hour shall be paid to all employees who work on Sundays as their regularly scheduled workdays.

96. No Sunday Premium Pay for Watchmen and Maintenance Men

Sunday being universally considered a day of rest, shall be observed as a holiday and all work performed on that day shall be at double time excepting watchmen, firemen, engine room, boiler room, fuel pile, and dry kiln attendants, including transfer operators necessary to charge and discharge kilns and such other work as union and company may agree upon.

97. Week-End Premium-Pay Provisions Do Not Apply to Watchmen and Boilerhouse Attendants.

Time and one-half shall be paid for any time after four (4) hours of work on Saturdays, and double time on Sundays, provided, however, this will not apply to watchmen and boilerhouse attendants.

98. No Premium Pay to Continuous-Process Workers for Saturday and Sunday Work as Such

Employees working in process occupations who are scheduled to work on Saturdays and Sundays shall work these days at straight time, provided these days are not the sixth or seventh workdays in the workweek, in which case prescribed overtime rates shall be paid.

99. No Sunday Premium Pay to Employees Whose Regular Shift Schedule Includes Sunday

Employees whose regular shift assignment requires them to work on Sunday shall receive straight-time pay for their regular Sunday hours and another day shall be assigned as their regular day off and double time shall be paid for all time worked on that day.

100. Definition of Regularly Scheduled Sunday Work

Regularly scheduled Sunday jobs are not subject to time and one-half (1½) payment. When work is scheduled for four (4) or more consecutive Sundays, it will be considered a regularly scheduled Sunday job. Employees will receive one and one-half (1½) times their regular rate for Sunday work which is not regularly scheduled.

101. Saturday and Sunday Work Prohibited

Under no condition shall work be done on Saturday or Sunday.

102. Only Necessary Work To Be Performed on Saturdays

No work shall be performed on Saturday except in the case of necessity.

103. No Week-End or Holiday Work Except with Permission of Union

Work on Saturdays, Sundays, or holidays shall not be permitted except in the case of emergency and with the permission of the union. The union shall be sole judge of the existence of an emergency.

104. Sunday and Holiday Work To Be Distributed Among All Employees

Schedules shall be arranged so that all employees shall rotate on Sunday and holiday work so far as is fair and practical.

Note. This clause is from an agreement covering building-service employees.

Eligibility for Premium Pay on Week Ends

If premium rates are paid for the sixth and seventh consecutive days of the regularly scheduled workweek, the problem of determining what constitutes the sixth and seventh day often causes confusion. To prevent misunderstanding, the agreement might specify what absences, if any, shall be counted as time worked for the purpose of determining the sixth and seventh day.

Unexcused and unjustified absences are usually specifically excluded in computing the sixth and seventh days, and agreements which provide premium rates for Saturday work, as such, sometimes specify that the employer may require unjustified absences to be made up on Saturdays without payment of the penalty rate. Certain excused absences are sometimes considered days worked in determining the sixth and seventh consecutive days of work. Such excused absences may include holidays on which no work is done, days on which employees report but are sent home for lack of work, absences owing to illness, jury duty, and leave for union business.

105. Absences for Specified Reasons Counted as Time Worked in Determining Sixth and Seventh Day of Workweek

Time and one-half the straight-time base rate on a regular workday shall be paid for all hours worked on the sixth and seventh consecutive days, respectively, worked in a workweek. Days or parts of days not worked due to any of the causes specified below shall be counted as whole days worked for the purpose of determining when the sixth or seventh consecutive days have been worked in a workweek.

1. Jury duty responsive to a summons.
2. Holidays enumerated in this article.
3. Regularly designated vacation days.
4. Preinduction physical examination at a draft board.
5. A day for which call-in pay has been paid.
6. Death and funeral in the immediate family (wife and children, and mother, father, brothers, and sisters).
7. A day on which an employee is sent home because of illness or an accident in the plant.
8. Quarantine at the employee's home.
9. Acting as pallbearer at funeral of another employee.
10. Time spent on grievances and arbitration.
11. Time spent in answering a subpoena as a witness but not if the employee is a party to the proceeding.
12. A regularly scheduled workday on which management provides no working opportunity.

106. Part Day Worked Considered Full Day Worked in Computing Eligibility for Sixth and Seventh Workday Premium Pay

For the purpose of computing overtime pay on the sixth and seventh consecutive days worked in the workweek a part of a day worked shall be considered as a full day worked.

107. Maximum Allowance of 2 Days' Absence in Determining Sixth and Seventh Days of Workweek

For the purpose of computing days of work in determining the sixth and seventh consecutive day of work in any regularly scheduled workweek, days of total or partial absence for the following reasons shall be considered justifiable absences and shall be counted as days of work:

1. Absence due to illness or industrial accident which is reported immediately to the personnel department and necessity therefor has been certified by the company doctor or nurse;

2. Absence to attend draft board proceedings where the board requires the employee to report during his regular working hour;

3. Absence because of serious illness, injury or death in the employee's immediate family which is defined to consist of the family group living together in one house, and also the employee's children, father, mother, brothers, and sisters;

4. Days absent when the company has no work available for the employee.

No more than 2 days of total or partial absence in any 1 week for any one or more of the above reasons shall be counted as days of work for any single employee.

108. Unexcused Absence During Week Cancels Right to Premium Pay on Sixth Day

Time and one-half for the sixth day, as such, shall not be paid to any employee who is absent from work during the week for an unjustifiable personal reason.

109. Employer May Require Unexcused Absence To Be Made Up on Saturday Without Payment of Premium Rates

Any work done on Saturday or Sunday shall also be paid for at the rate of time and one-half.

All workers who lose time on their own accord and who are unable to give a valid and justified reason for same, the employer shall have the right to have such workers make up time on Saturday at their regular rate of pay.

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