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Bulletin No. 1425-9

June 1969



UNITED STATES DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

MAJOR
COLLECTIVE
BARGAINING
AGREEMENTS

PAID VACATION AND HOLIDAY PROVISIONS

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June 1969



UNITED STATES DEPARTMENT OF LABOR
George P. Shultz, Secretary

BUREAU OF LABOR STATISTICS Geoffrey H. Moore, Commissioner

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Preface

This is the ninth bulletin in the Bureau's continuing series of collective bargaining provision studies. Earlier bulletins are listed on the last page.

Paid vacation and paid holiday provisions have not been analyzed in detail since 1957 and 1958, respectively. In this bulletin both types of paid leave are analyzed for prevalence and level of benefits; a sample focuses on a number of administrative details.

The study is based on virtually all agreements in the United States covering 1,000 workers or more, exclusive of railroads, airlines, and government agreements. These accounted for almost one-half of the estimated coverage of all agreements outside of the excluded industries. The study does not reflect practices in small collective bargaining situations. All agreements are part of the file of current agreements maintained by the Bureau for public and government use, in accordance with section 211 of the Labor-Management Relations Act, 1947.

As in previous bulletins in this series, the study includes numerous illustrative clauses, identified by company and union in an appendix. These are not intended as model or recommended clauses. The classification and interpretation of provisions, it must be stressed, reflect the understanding of outsiders, not necessarily that of the parties who negotiated them.

This bulletin was prepared by Walter O'Neal and Richard Keller of the Bureau's Division of Industrial Relations, Office of Wages and Industrial Relations. These studies were planned and supervised by Rose T. Selby.

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Paid Vacation and Holiday Provisions

Chapter I. Introduction

Paid leisure is an accepted and growing part of the way of life in the United States. One portion of this free time is represented by longer vacations and more holidays with pay for an expanding proportion of the work force. By 1966, pay for vacation and holidays constituted 5 percent of total employee compensation in the private nonfarm economy. 1 For union and nonunion workers, employer expenditures for these benefits amounted to approximately 16 cents per hour worked. For employees covered by collective bargaining agreements, the length of a vacation and the number of paid holidays are governed by negotiated rules which vary from agreement to agreement and industry to industry.

During the years immediately before World War II, industrial workers in steadily increasing numbers were provided with paid vacations. In 1940, approximately 25 percent of all workers covered by negotiated agreements received some form of vacation allowance. 2 Three years later, 60 percent of these workers who met the agreement's eligibility requirements were entitled to paid vacations. Then, as now, they were less common in seasonal industries—building trades and apparel—and in industries, such as entertainment, where work was intermittent.

This trend toward paid vacations was encouraged by National War Labor Board decisions which culminated in a standard plan-l week's vacation after 1 year's service and 2 weeks after 5 years. 3 The one for one and two for five vacation plan was approved or ordered by the Board unless there were special circumstances that warranted a more restricted plan. Like all general rules there were exceptions. Where there was a "clear and well-defined practice in the appropriate area and industry" or "it would be fair and equitable to employer and employee to follow such practice" the Board did not hesitate to extend or modify the standard plan.

The practice of providing paid holidays for blue-collar workers has been commonly accepted only in the recent past. A 1943 report of the Bureau of Labor Statistics concluded that most collective bargaining agreements in manufacturing, construction, and mining usually provided time off without pay. 4 This report also noted that "where paid

Employee Compensation in Selected Industries, 1966, BLS Report 352, table A-1, p. 30.

"Vacation and Holiday Provisions in Union Agreements," Monthly Labor Review, May 1943, p. 924. A more comprehensive discussion of trend is provided in chap. II. Termination Report of the National War Labor Board, Vol. 1, U.S. Government Printing Office, 1948, p. 338. Op. cit., footnote 2.

holidays were provided the provisions were limited to salary workers." Similar conclusions were arrived at by the National War Labor Board which stated, "Prior to the war, administrative and clerical employees in many industries received pay for holidays not worked, but production workers were covered by similar provisions only in a few industries."

As in vacations, a strong impetus toward paid holidays was provided by rulings of the National War Labor Board. Although Executive Order 9240 did not provide for paid holidays, the Board ruled that these were within the limits of stabilization policy if they represented the prevailing practice in the industry or the area. Consequently, by the end of the war many industries and areas looked upon 6 paid holidays as the standard. In the immediate post-war years unions which represented workers in the mass production industries—except for basic steel—experienced little difficulty in negotiating paid holiday clauses. It was not until 1952 that such days off with pay were included in steel industry agreements. Not all of the post-war agreements provided 6 holidays with pay, although most unions aspired to this goal. In a number of industries fewer than 6 holidays were the rule; other industries provided their workers with fewer than 6 paid holidays, but granted several unpaid holidays.

In subsequent years, paid holiday provisions were incorporated into virtually all collective bargaining agreements. The only significant exception was contracts in the construction industry.

Adoption of paid vacation and holiday provisions or liberalization of existing provisions required additional consideration on such matters as eligibility requirements or the method for computing pay. Other issues to be resolved included the type of vacation to adopt, the schedule, and decisions whether to permit employees to carry-over unused vacation time. Where paid holidays are provided, negotiators must agree on whether to pay employees when these days fall on weekends or other unscheduled workdays, how absenteeism during the holiday week affects production, what the level of benefits for part-time workers should be, and similar matters.

Scope of Studies

The vacation and holiday studies are each divided into two major parts. The first part in each study surveys the prevalence of basic vacation and holiday plans. For these first parts, the Bureau examined 1,970 major collective bargaining agreements, each covering 1,000 workers or more, or virtually all agreements of this size in the United States, exclusive of those in railroads and airlines industries, and in government. These

⁵ Op. cit., footnote 3, p. 361.

⁶ This Executive order established a national policy in order to facilitate war production by requiring the payment of time and one-half for work on 6 holidays.

agreements applied to approximately 7.8 million workers, or almost one-half the total coverage of collective agreements outside of the excluded industries. Of these, 4.3 million workers covered by 1,113 contracts were in manufacturing, and the remaining 857 agreements, applying to 3.5 million workers, were in nonmanufacturing. More than three-fifths of the contracts were in effect in 1966-67, and the remainder were scheduled to expire in 1968 or later.

The second parts of both studies examine vacation and holiday provisions for a number of administrative features, such as eligibility requirements and computation of pay for vacations and holidays. For these second as well as the first parts of the holiday chapters, the Bureau analyzed a sample of 492 agreements, or nearly one-fourth of the 1,970 contracts in the study. The sample consists of every fourth agreement in each industry, selected in descending order of worker coverage.

Finally, a separate section deals with extended vacation plans based upon the latest agreements available in the Bureau's files and a summary of recently negotiated vacation bonus arrangements.

The study, in all parts, is limited to language found in the contract. Company and union informal practices and understandings are not within the scope of this study.

Clauses were selected for quotation in this report to illustrate either the typical provision or the variety of ways in which a matter may be handled. Minor editorial changes were made where necessary to enhance clarity and parts considered irrelevant were omitted where feasible. The clauses for both studies are numbered and the agreements from which they have been taken are identified in appendix E.

Appendix A sets forth a detailed tabulation of vacation allowances by industry and shows the length of service necessary to qualify for a particular vacation allowance. In appendix B, several vacation provisions are reproduced in their entirety to illustrate how the parts fit together as a whole. None of the clauses quoted in this report are intended to represent a model clause. Appendix C contains the basic steel industry's saving and vacation plan. In appendix D, several holiday provisions are reproduced in their entirety.

Chapter II. Prevalence and Trends of Paid Vacation Provisions

Of the 1,970 agreements in effect in 1966-67, vacation benefits were provided for 1,771, or 90 percent (table 1). Paid vacation allowances were found in all except seven manufacturing agreements. The construction industry accounted for 179 of the 199 agreements without vacation clauses. Even in construction, however, inroads have been made; 38 percent of the industry's agreements now provide for paid vacations compared with less than 20 percent in 1957 and 26 percent in 1961.

Of those agreements granting vacation allowances, graduated plans, which increased benefits with length of service, were by far the most numerous. Pooled or funded plans, which required employers to contribute to a fund from which workers subsequently drew their vacation pay, accounted for over one-half of the remaining 215 agreements (table 1). Most pooled funds were concentrated in the garment and construction industries where workers tend to shift among employers. In the absence of such arrangements, workers would be unable to build adequate vacation credits with a single employer.

An additional 44 contracts established ratio-to-work plans. Under these arrangements the length of an employee's vacation was related to the days or hours that he worked during a given time period. These plans tended to provide vacations for workers regularly employed during the year, but not for casual or seasonal employees. Such plans were clustered in printing and publishing and to a lesser extent in construction and trucking.

Another 18 agreements provided for uniform vacations to all workers. A final 21 provisions contained insufficient detail for accurate classification.

All but two of the 1,165 single employer agreements studied provided for paid vacations; most of these were overwhelmingly graduated plans (table 2). Three out of four multiemployer agreements also contained provisions for vacation allowances. The lower proportion resulted again from the absence of plans in many construction industry agreements, contracts which characteristically were negotiated on a multiemployer basis. Although most multiemployer agreements having vacation provisions adopted graduated plans, all but 14 of the 215 nongraduated vacation arrangements were found in multiemployer contracts.

Trends

In the decade following World War II, the incidence of vacation provisions in collective agreements moved from relative infrequency to 90 percent. In 1940, the Bureau

found that 1 out of 4 organized workers in the United States received vacations; by 1952, 9 out of 10 workers were covered by vacation arrangements; 8 since 1952, the prevalence of vacation provisions in major agreements has remained stable.

During this time, vacation time has been lengthened and service requirements for various allowances have been lowered. In 1949, the maximum 2 weeks' vacation predominated, but by 1966-67, basic maximum vacations were usually 4 and $4\frac{1}{2}$ weeks (chart 1). Similarly, the length of service requirements for a given number of weeks of vacation continued to drop (chart 2). 9

Graduated Vacation Plans

Under graduated vacation arrangements, the employee's vacation benefits increase as the worker reaches specified intervals of years of service. Many variations of graduated plans exist; among the simplest is the following:

| (1) | Years of service | Weeks of vacation |
|-----|---------------------|-------------------|
| | l but less than 3 | 1 |
| | 3 but less than 10 | 2 |
| | 10 but less than 25 | 3 |
| | 25 or more | 4 |

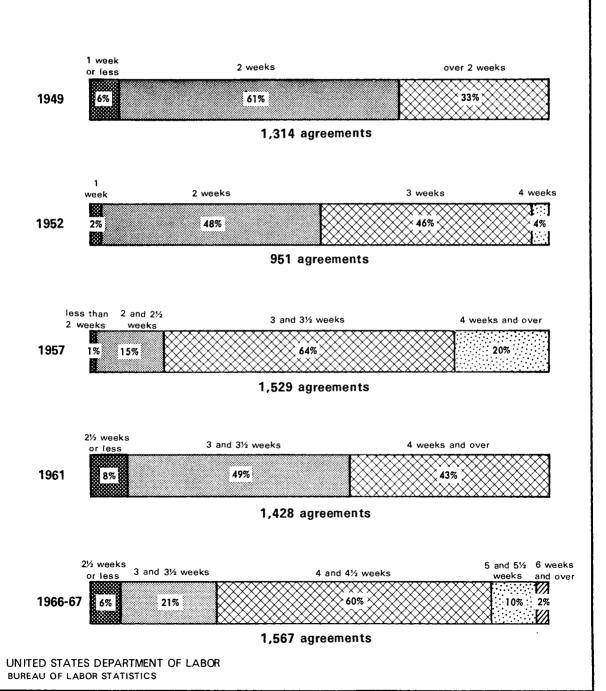
Although the unit of time typically employed to express the length of vacation was weeks, as in the previous illustration, negotiators also have employed days and hours when such terminology was better suited to their needs. Thus, to provide a prorated vacation and/or extra days of vacations as length of service increased, the parties to the following clause used days as the time unit: 10

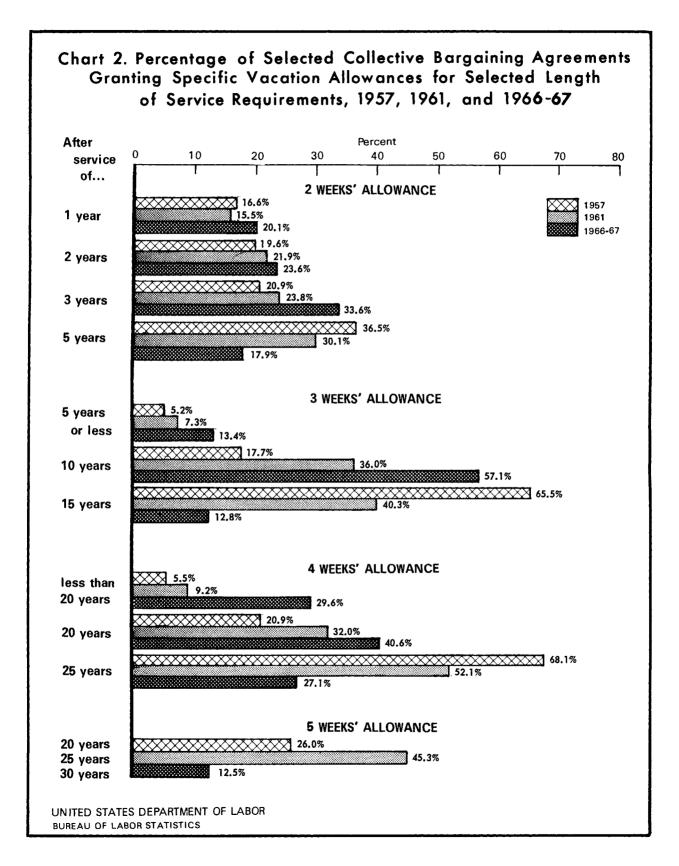
| (2) | Employment with company | Vacation days |
|-----|-------------------------|---------------|
| | 6 months | 2 |
| | l year | 5 |
| | 2 years | 7 |
| | 3 and 4 years | 10 |
| | 5 and 6 years | 11 |
| | 7 and 8 years | 12 |
| | 9 and 10 years | 13 |
| | 11 and 12 years | 14 |
| | 13 and 14 years | 15 |
| | 15 years | 16 |
| | 16 years | 17 |
| | 17 years | 18 |
| | 18 years | 19 |
| | 19 years | 20 |
| | 20, 21, and 22 years | 21 |
| | 23 and 24 years | 22 |
| | | 23 |
| | 25 years or more | 23 |

^{7 &}quot;Vacations with Pay in Union Agreements," Monthly Labor Review, November 1940, p. 1070.
8 Labor-Management Contract Provisions, 1952 (BLS Bulletin 1142).

⁹ For further discussion of maximum vacations and length of service requirements, see chap. III. 10 For tabulation purposes, the Bureau considered 5 days the equivalent of 1 week's vacation. Time off of 2 but less than 4 days was considered one-half week vacation (table 3).

Chart 1. Maximum Vacation Allowances in Selected Collective Bargaining Agreements, Selected Years, 1949-67





Whereas the previous clause provided fractional weeks of vacation by the number of days involved, in other instances a specific schedule of fractional weeks could be formulated:

(3) One year's seniority but less than three (3) years - one (1) week. Three (3) years' seniority but less than five (5) years - two (2) weeks. Five (5) years' seniority but less than ten (10) years - two and one-half (2½) weeks. Ten (10) years' seniority but less than fifteen (15) years - three (3) weeks. Fifteen (15) years' seniority but less than twenty-five (25) years - three and one-half (3½) weeks.
Twenty-five (25) years' seniority and over - four (4) weeks.

When provisions computed vacation time in hours, as a rule, they expressed this time as multiples of the standard 40-hour workweek. However, fractional week allowances could be calculated as in the following illustrations: 11

| (4) | Seniority | Vacation hours | Seniority | Vacation hours |
|---------|-----------|----------------|-----------|----------------|
| 6 mont | hs | 24 | 5 years | 100 |
| l year | | 56 | 10 years | 120 |
| 2 years | \$ | 64 | 15 years | 160 |
| 3 years | 3 | 80 | 20 years | 180 |
| 4 years | 3 | 80 | 25 years | 200 |

As a rule such fractional vacation time was granted during the employee's early years of service. In the first illustration the amount of vacation varied not only with length of service, but also with the employee's status as a full-time or part-time worker:

| (5) | | Weekly working schedule | | |
|-----|-------------------------------|-------------------------|-------------------|--------|
| | Town of ampleument | 5 days | $4^{1}/_{2}$ days | 4 days |
| | Term of employment $(months)$ | | ays of vacat | |
| | Less than 6 | 0 | 0 | 0 |
| | 6 | 3 | 3 | 2 |
| | 7 | 3 | 3 | 2 |
| | 8 | 3 | 3 | 2 |
| | 9 | 4 | 4 | 3 |
| | 10 | 4 | 4 | 3 |
| | 11 | 4 | 4 | 3 |
| | 12 | 5 | 5 | 4 |
| | 13 | 5 | 5 | 4 |
| | 14 | 6 | 5 | 5 |
| | 15 | 6 | 6 | 5 |
| | 16 | 7 | 6 | 6 |
| | 17 | 7 | 6 | 6 |
| | 18 | 8 | 7 | 6 |
| | 19 | 8 | 7 | 6 |
| | 20 | 8 | 7 | 6 |
| | 21 | 9 | 8 | 7 |
| | 22 | ģ | 8 | 7 |
| | 23 | ģ | 8 | 7 |
| | 24 but less than | , | J | • |
| | 10 years | 10 | 9 | 8 |
| | 10 but less than | | , | Ü |
| | 20 years | 15 | 14 | 12 |
| | | 20 | 18 | 16 |
| | 20 years or more | 20 | 19 | 10 |

¹¹ Where regular overtime hours worked by employees were reflected in vacations, it was in pay rather than in time off. See section on "Vacation Pay."

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| (6) ¹² | Seniority | Vacation pay | | |
|-------------------|--------------------------|-------------------|--|--|
| | 1 to less than 2 years | l week | | |
| | 2 to less than 3 years | l week, l day | | |
| | 3 to less than 4 years | l week, 2 days | | |
| | 4 to less than 5 years | l week, 3 days | | |
| | 5 to less than 10 years | 2 weeks | | |
| | 10 to less than 20 years | 3 weeks | | |
| | 20 years and over | 4 weeks | | |

Although the provision of fractional week increments generally tended to cluster in lower lengths of service, some agreements provided for increments in the later years, as in the first illustration, perhaps as an additional reward for service to the employer; other uniformly applied fractional increments through the full vacation year, as in the second example:

| (7) | - | Vac | ation | |
|-----|-----------------------------|-------|-------|--|
| | Length of service (years) | Weeks | Days | |
| | l or more but less than 5 | 1 | 0 | |
| | 5 or more but less than 10 | 2 | 0 | |
| | 10 or more but less than 16 | 3 | 0 | |
| | 16 | 3 | 1 | |
| | 17 | 3 | 2 | |
| | 18 | 3 | 3 | |
| | 19 | 3 | 4 | |
| | 20 or more | 4 | 0 | |

| (8) | | Working days vacation |
|-----|----------------------|--------------------------|
| | If employee started: | |
| | After July 1 | 0 |
| | On or before— | |
| | July 1 | 1 |
| | June 1 | 2 |
| | May 1 | 3 |
| | April 1 | 4 |
| | March 1 | 5 |
| | February 1 | 6 |
| | January 1 | 7 |
| | December 1 | 8 |
| | November 1 | 9 |
| | October 1 | 10 |

To avoid any controversy over allowances, provisions could distinguish between the vacation "period" and vacation "pay." In the following provision the parties excluded over-time from vacation pay:

¹² In an agreement negotiated in 1968, the parties traded off fractional weeks of vacation in early length of service years for a more liberal vacation schedule. Eligibility for a 2 weeks' vacation now comes after 3 years instead of 5, and a fifth week may be taken after 25 years. Those earning 1 week's vacation pay may take up to 2 weeks' time off.

(9) "Week" means a period of seven consecutive calendar days beginning at 12:01 a.m. Sunday. . . .

"Pay" shall mean the employee's basic wage rate for a normal five day workweek.

Under some graduated plans vacation payments varied, dependent upon the length of service, while time off remained the same. Thus, in the following illustration, a worker could receive 2 weeks' vacation, but his pay could range from under 2 weeks (i.e., less than 4 percent) to over 2 weeks (i.e., more than 4 percent) according to his years of service:

| (10) | Continuous service | Vacation weeks | Vacation payment (percent) |
|------|--------------------------------|-------------------|----------------------------|
| | 6 months but less than 2 years | 1 | 2.0 |
| | 2 but less than 3 years | | 2.8 |
| | 3 but less than 4 years | 2 | 3.6 |
| | 4 but less than 5 years | 2 | 4.0 |
| | 5 but less than 6 years | 2 | 4.2 |
| | 6 but less than 7 years | 2 | 4.4 |
| | 7 but less than 8 years | 2 | 4.8 |
| | 8 but less than 9 years | 2 | 5.2 |
| | 9 but less than 10 years | 2 | 5.6 |
| | 10 but less than 15 years | | 6.0 |
| | 15 but less than 20 years | | 7.0 |
| | 20 years and over | 4 | 8.0 |

Length of Vacation

Maximum vacation continued to lengthen in 1966-67. Benefits of 4 weeks or more were found in almost 73 percent of agreements containing graduated plans compared with 43 percent in 1961 (chart 1). Twelve and one-half percent of these plans granted top benefits of 5 weeks and over, compared with slightly over 1 percent in 1961.

On the other hand, maximum allowances of 3 weeks, which accounted for 59 percent in 1957, declined to 40 percent in 1961. By 1966-67, fewer than 20 percent of all graduated plans terminated allowances at this level (table 3).

In the present survey, over one-half the workers covered were under plans which provided 4-week vacations, primarily as a consequence of contracts in primary metals and transportation equipment, both of which had a major impact on worker coverage.

Vacation allowances have continued to be liberalized beyond the prevailing 4 weeks in two ways. First, as noted earlier, in a few industries maximum vacation weeks have been raised to 5 and 6 or more in an extension of regular vacation arrangements. These arrangements already affect about one-half million workers under 194 agreements. In food, paper, chemicals, and rubber substantial numbers of workers now are covered by programs granting these longer vacations. Second, an additional 72 agreements covering 566,000 workers have included extended vacation plans. 13

¹³ See chap. IV.

Service Requirements

At the same time that benefits under graduated vacation plans have increased, the years of service necessary to qualify for them have been lowered (chart 2). For example, in 1957, most agreements (834 out of 1,274 agreements) required that an employee complete 15 years of service to qualify for his third week of vacation. By 1961, the number requiring only 10 years of service had reached an appreciable percentage (456 out of 1,267 agreements). In worker coverage, however, twice as many employees still needed 15 years of service than those requiring 10 years (1.3 million compared with 2.7 million workers). In 1966-67 over 75 percent of agreements granting 3 weeks' vacation (table 4) required 10 years or less to qualify (1,000 out of 1,445 agreements). As chart 2 shows, similar lowering of service requirements occurred for other vacation lengths as well.

Some provisions reduced service requirements in several steps during the life of the contract:

(11) Effective in 1966, all employees who . . . have completed twenty-two (22) or more years service . . . shall have a fourth week of vacation with pay. . . . The foregoing requisite number of years of service . . . shall be reduced to twenty-one (21) effective in 1967 and further reduced to twenty (20) effective in 1968.

Others stipulated a single date during the contract term on which requirements would be lowered:

(12) One Week's Vacation - Upon the completion of six months' service . . .

Two Week's Vacation - Upon the completion of one year's service . . .

Three Weeks' Vacation - At any time in the calendar year within which the employee will complete 10 years' service.

Four Weeks' Vacation - At any time in the calendar year within which the employee will complete 20 years' service. (*).

(*) This provision shall become effective January 1, 1967. Until that date the service requirements will continue to be 25 years.

Like the 5-year reduction in years of service necessary to secure a third week of vacation, equal reductions have been made in years of service necessary for a fourth week. In 1961, over one-half the agreements (333 out of 610 contracts) required 25 years or more service to qualify for 4 weeks' vacation. By 1966-67, over 70 percent of agreements granting 4 weeks' vacation required 20 years of service or less (table 4). Approximately 41 percent stipulated 20 years and 12 percent said 15 years. Requirements for 5 weeks' vacation were centered mainly at 25 years of service and accounted for 45 percent of the provisions granting a fifth week. Most 6-week vacation requirements clustered at 30 or 35 years.

In the aggregate, a significant proportion of plans grant liberal vacation allowances at relatively low service levels (table 5). Thus, cumulatively nearly three-fourths of the agreements studied provided 2 weeks' vacation after 3 years' service. Similarly, almost two-thirds of the agreements granted a third week after 10 years of service. Almost (5 percent already were providing a fourth week after 10 years' service, although a significant proportion (46 percent) did not provide such vacation time until 20 years of service.

Negotiators have fitted length of vacation and service requirements into innumerable and diversified patterns. However, 29 different patterns accounted for 42 percent of the 1,556 graduated plans and for almost 58 percent of those workers under graduated arrangements (table 6). Among these, the single most frequent pattern, reflecting vacation arrangements in the steel industry, called for vacations of 1 week after 1 year's service, 2 weeks after 3 years, 3 weeks after 10 years, and 4 weeks after 25 years. This pattern, however, represented only about 5 percent of all graduated plans and 9 percent of workers under such plans. In 1961, the most frequent pattern, as in 1957, provided a maximum allowance of 3 weeks' vacation after 15 years' service. The marked rise of liberalized vacation allowances was reflected in 49 major patterns which granted up to 5 and 6 weeks.

Negotiated vacation plans represent a contractual statement of what a worker may expect as a vacation relative to his length of service with a particular employer. The actual weeks of vacation provided by the employer in any given year cannot be determined from the agreement, since they will depend on the seniority distribution of the work force in the plant. However, another Bureau study in progress, concerned in part with vacations received by union and nonunion workers in the private nonfarm economy, reveals that most workers in 1966 actually received 2 weeks' vacation or less. Indeed, 30 percent received no vacation pay. About one-half of these (15 percent) were in establishments that had no expenditures for vacations; it can be assumed that these were establishments without vacation plans. Most of these situations involved nonoffice workers in nonmanufacturing. As the size of the establishment increased, the percent of workers not receiving vacation pay dropped markedly and the percent receiving 3 weeks or more of vacation pay continued to rise. The pattern perhaps reflects the financial inability of smaller firms to provide vacations and the tendency of workers to remain with a larger firm where pay, job security, and promotional opportunities are greater:

| | | | Perc | ent of wor | kers | | |
|---------------------------------|-----------------|---------------------------|---------------------------|---------------------------|---------------------------|--------------------|------------------------------|
| Receiving vacation pay | | | | | | _ | |
| Industry and establishment size | Under 1 week | 1 and under 2 weeks | 2 and under 3 weeks | 3 and under 4 weeks | 4 and under 5 weeks | 5 weeks or more | Having no vacation pay |
| All industries | 2 | 18 | 31 | 12 | 6 | 1 | 30 |
| Establishments employing— | | | | | | | |
| Under 100 persons | 1 | 20 | 2 9 | 6 | -1 | (1) | 43 |
| 100-499 persons | 2 | 20 | 33 | 12 | 5 | (1) | 28 |
| 500 or more workers | 2 | 13 | 32 | 22 | 14 | `2 | 15 |

Less than 0.5 percent.

SOURCE: Bureau of Labor Statistics, Division of General Compensation Structures. Unpublished table, "Percent distribution of workers by weeks of vacation pay, private nonagricultural economy, 1966."

Other Vacation Plans

As was stated earlier, 215 agreements either provided other paid vacation arrangements or failed to furnish sufficient information for classification. All except two were found in multiemployer contracts.

<u>Pooled Plans</u>. Under pooled, or funded arrangements, contributions are made by the employer into a central fund for vacations or for combinations of vacations and other benefits. Almost all plans were found in industries characterized by a high degree of seasonal or irregular employment, or frequent job changes such as apparel, maritime, and construction.

The garment industry accounted for most arrangements in manufacturing. About one-half of the vacation plans in apparel agreements provided for pooled funds. This arrangement required the employer to pay a certain percentage of his weekly payroll into a multipurpose fund, ¹⁴ union administered or jointly administered. The majority of these funds then dispensed benefits such as life insurance, hospitalization, pensions, and medical care, as well as vacation pay. Generally, pooled garment industry provisions did not indicate the proportion of the contributions to be used for vacations. In the following example, however, the amount of vacation benefit was stated. The length of vacation varied among occupations according to payments into the multipurpose fund:

(13) The aforesaid Health and Welfare Funds . . . may be amended from time to time for the purpose of providing eligible employees with health and welfare benefits and services and contributions towards vacation benefits. In view of the fact that a lesser percentage of the payrolls of shipping clerks, delivery boys, errand boys, assorters, porters and "order pickers" is paid by the members of the Association towards the Health and Welfare Fund . . . the said class of employees shall be entitled to only one (1) week of vacation benefits from the Health and Welfare Fund . . . whereas other classes of employees shall be entitled to two (2) weeks of vacation benefits.

Vacation benefits often were left to the discretion of the trustees. In the following example, benefits were dependent upon the solvency of the multipurpose pooled fund:

(14) . . . Only the assets of the Health and Welfare Fund shall be available for the above benefits and payments and only to the extent that the said Fund is solvent and has assets available to make such payments.

In some instances, benefits in addition to normal vacation allowances from the fund were to be paid by the employer. Usually, these plans were graduated:

(15) Additional Vacation Benefits: In addition (to the Vacation Fund), each employer shall give to the workers as an additional vacation benefit one (1) or more day's pay (based on $7^{1}/_{2}$ hours) in accordance with the following schedule:

¹⁴ Section 302 of the Labor Management Relations Act, 1947, made it unlawful for any employer to make payments into trust funds unilaterally administered by the union. Section 302(g), however, provided that this prohibition did not apply to funds in existence before Jan. 1, 1946, and that it would not be "construed as prohibiting contributions to such trust funds if prior to Jan. 1, 1947, such funds contained provisions for pooled vacation benefits."

An employee who has been employed in a shop for a period of more than one year but less than two years shall receive one additional day's vacation pay $(7\frac{1}{2}$ hours a day).

An employee who has been employed in a shop for a period of two years but less than three years shall receive two and one-half additional days' vacation pay (183/4 hours' pay).

An employee who has been employed in a shop for a period of three years, but less than $11^{1}/_{2}$ years shall receive one week's additional vacation pay $(37^{1}/_{2} \text{ hours' pay})$.

An employee who has been employed in a shop for a period of eleven and one-half $(11^{1}/_{2})$ years or more shall receive one (1) week's additional vacation pay $(37^{1}/_{2})$ hours' pay) plus thirty dollars (\$30).

Occasionally the contract would stipulate a graduated vacation arrangement to be paid for by employers party to the agreement, and a funded arrangement to supplement the contractually required vacation benefit:

- (16) 1. One Year. All full-time employees who have been continuously employed by the employer for one (1) year shall receive one (1) week's vacation with full pay.
- 2. Two Years. All full-time employees who have been continuously employed by the employer for two (2) years shall receive two (2) weeks' vacation with full pay.
- 3. Five Years. All full-time employees who have been continuously employed by the employer for five (5) years shall receive three (3) weeks' vacation with full pay. . . .

Vacation Trust. Additional vacation pay based on industry experience shall be provided in accordance with the provisions of the vacation trust fund... Said additional vacation pay shall be paid to the employee by the employer together with the vacation pay that is due from the employer as set forth above. The additional amount of vacation pay paid to the employee because of industry experience, plus, any other amounts which the employer is required to pay by law in connection with such payments, shall be reimbursed to the employer from the trust fund, in accordance with the procedures established by the trustees of said fund.

In the construction industry where periods of work may alternate with periods of idleness, at least one agreement stipulated that unemployed workers, who were otherwise eligible for benefits, would receive a vacation allowance:

(17)... All participants who have worked for or have been unemployed and available for work for members of the joint industry board . . . for the twelve (12) month periods preceding May 1, 1967, May 1, 1968, and March 1, 1969, shall be paid expenses from the vacation expense fund in such amount as may be determined by the vacation committee. All electricians covered by this agreement, who are eligible to receive a vacation expense, except as hereinafter provided, shall receive expenses for a two week vacation each year, in such amount as may be determined by the vacation committee. Effective March 1, 1967, electricians who are eligible to receive a vacation expense and who have worked for or have been unemployed and available for work for contributing employers for fifteen (15) years or more shall be granted expenses for a three (3) week vacation each year, in such amount, as may be determined by the vacation committee . . .

The specific methods used to effectuate and finance vacation provisions under construction industry pooled plans varied. In the following illustration, a flat cents-per-hour contribution was credited to the individual worker's account:

(18) . . . the employer shall withhold 20 cents per each hour worked on each employee under this agreement. Said 20 cents shall be paid into a funded vacation fund.

- a. The above allowances shall constitute part of and be included in the employee's gross wages for the purpose of computing all payroll withholding, such as income taxes, social security, and other authorized deductions, but shall be withheld from each employee's weekly paycheck. Said allowances shall be paid into the vacation fund in accordance with the terms of said agreement.
- b. The employer shall have no further obligation in regard to the vacation funds so transmitted to the depository after making said transmissions along with a report containing such information as may be reasonably required to properly credit the funds to individual employees.
- c. The funds so transmitted shall be used for vacation purposes and considered the property of the individual employees, but shall be made available to each employee only under such reasonable rules and regulations in accordance with the terms of said agreement.
- d. It is understood and agreed that the funded paid vacation referred to above shall provide for the use of a single reporting form for all fringe benefits.

In multiunion construction industry agreements, negotiated vacation contributions often varied because each union administered its own program or fund. Accordingly, the amount contributed by the employer to each union or craft had to be specified as in the following illustration:

(19) Vacation

- 1. Carpenters—employers agree to continue paying into the Carpenters vacation trust the total sum of 15 cents per hour, for each hour paid in all carpenter classifications, pursuant to the terms of the trust agreement between the parties.
- 2. Cement Masons—employers agree to continue paying into the Cement Masons vacation trust the total sum of 25 cents per hour; a total sum of 30 cents per hour effective May 1, 1966; a total sum of 35 cents per hour effective May 1, 1967; and a total sum of 40 cents per hour effective May 1, 1968, for each hour paid in all cement mason classifications contained in this agreement, pursuant to the terms of the trust agreement between the parties hereto.
- 3. Laborers—employers agree to continue paying into the Construction Laborers vacation trust the total sum of 15 cents per hour which was effective May 1, 1964; the total sum of 20 cents per hour effective May 1, 1966; and the total sum of 25 cents per hour effective May 1, 1967, for each hour paid in all laborer classifications contained in this agreement, pursuant to the terms of the trust agreement between the parties hereto.
- 4. Teamsters—(vacation-holiday)—employers agree to pay into the Teamsters vacation-holiday trust the total sum of 15 cents per hour (vacation) effective July 1, 1965; and the total sum of 15 cents per hour (holiday) effective May 1, 1966, for each hour paid in all teamsters classifications, pursuant to the terms of the trust agreement between the parties hereto.

Provisions for pooled construction industry vacations funds also have stipulated deferred increases in employer contributions. Thus, vacation payments from the fund could match deferred increases in wages in addition to lengthening weeks of paid vacation. In the first illustration the employer's contribution was calculated as part of the wage rate to spread taxes for vacation pay over the length of the employment period:

(20) A vacation plan has also been established by the parties hereto. All payments due this fund must be paid in the same manner as that set forth for the welfare and pension funds . . .

Hourly Wage Rates

Regular

1. Beginning with first day of first pay week in May 1965: . . .

Above rates include 15 cents per hour for the vacation plan that is established hereunder.

2. Beginning with first day of first pay week in May 1966: . . .

The above rates include 20 cents per hour for the vacation plan.

3. Beginning with first day of first pay week in May 1967: . . .

The above rates include 25 cents per hour for the vacation plan.

4. Beginning with first day of first pay week in May 1968: . . .

The above rates include 35 cents per hour for the vacation plan. . . . All of the above rates include the vacation plan so that taxes can be paid on it when earned rather than when received by the workmen as vacation pay.

(21) Vacation

Amount of contribution: Each employer covered by this agreement shall contribute the amounts hereinafter set forth for each hour for which an employee is required to be compensated, including overtime hours, each full hour's pay due employees as shift differential and as pay for half and full days by each employee covered by this agreement as an allowance to such employee for a vacation from work:

- 20 cents per hour effective May 1, 1965
- 35 cents per hour effective May 1, 1967

(22) Vacation Plan

Effective for work performed on or after June 1, 1965, each contractor will pay the sum of 10 cents per hour for each hour worked by employees or for which they received pay, for all employees covered by the terms of this agreement to the vacation plan as instructed by the administrator of the Laborers' healthwelfare-pension funds.

The vacation contributions will be increased as follows on dates indicated:

- May 1, 1966 increased to 15 cents
- May 1, 1967 increased to 20 cents
- May 1, 1968 increased to 25 cents

per hour for each hour worked by employees or for which they received pay for all employees covered by the terms of this agreement.

Construction industry pooled vacation plans, in some instances, have been coupled with funds for paid leave benefits, such as paid holidays:

(23) The parties have established a vacation-holiday plan and trust . . . effective July 1, 1968 (the) vacation-holiday contribution shall be increased to 40 cents per hour worked, or paid for, by employees covered by this agreement. Effective May 1, 1969, this vacation-holiday contribution shall be increased to 45 cents per hour . . . effective May 1, 1970, this vacation-holiday contribution shall be increased to 55 cents per hour . . .

Apparel and maritime were among other industries in which various benefits were included within the same fund. The specific areas to which general increases were allocated in such multipurpose pooled funds varied with the desires of the parties. In some instances, contributions towards vacations were increased but those for retirements, SUB, or welfare benefits remained unchanged:

(24) During the life of this agreement, the employer shall contribute to the following jointly administered trust funds a sum equal to the following percentages of its gross weekly payroll (before deduction for taxes or any other purpose) for all of its employees covered by this agreement:

| | Sportswear employers (percent) | | | | |
|--|--------------------------------|-------------------------------|-------------------------------|--|--|
| | Aug. 22, 1967 | Jan. 1, 1968 | July 1, 1969 | | |
| Vacation fund | 3 ³ / ₄ | 4 | 4 ¹ / ₄ | | |
| | 3 ¹ / ₄ | 3 ¹ / ₄ | 3 ¹ / ₄ | | |
| Supplementary unemployment benefits fund | 1/ ₂ | 1/ ₂ | 1/2 | | |
| | 2 ¹ / ₄ | 2 ¹ / ₄ | 21/4 | | |

On the other hand, some allowed vacation benefits to remain stable but increased contributions to other benefits to reflect future funding needs and changes in particular benefits:

(25) It is agreed that the following amounts will be contributed to the pension, welfare, and vacation funds effective on the dates shown below:

| Effective date | Welfare | Holidays | Pension | Vacation | Totals |
|-----------------|------------------------------------|--------------------------------------|---------|----------|--------|
| October 1, 1964 | \$0.23 ¹ / ₂ | \$ 0. 03 ¹ / ₂ | \$0.27 | \$0.18 | \$0.72 |
| October 1, 1965 | . 23 ¹ / ₂ | . 051/2 | .52 | . 18 | . 99 |
| October 1, 1966 | . 231/2 | . 07 ¹ / ₂ | .52 | . 18 | 1.01 |
| October 1, 1967 | . 231/2 | . 09 ¹ / ₂ | .52 | . 18 | 1.03 |

NOTE: The above allocations may be adjusted at the discretion of the trustees.

(26) The welfare, vacation, and pension fund heretofore created and jointly administered shall be contributed to by first parties in the following amounts per man hour:

| | October 1, | | | | | |
|----------|------------|--------|--------|--------------|--|--|
| | 1964 | 1965 | 1966 | 1967 | | |
| Welfare | \$0.30 | \$0.33 | \$0.35 | \$0.37 | | |
| Vacation | . 20 | . 20 | . 20 | . 20 | | |
| Pension | . 22 | . 46 | . 46 | . 4 6 | | |

In the maritime industry, the benefits resulting from carrier contributions to vacation funds resulted in allowances of up to 60 days each year. The Marine Engineers (AFL-CIO), for example, stipulated that their members would earn 5 vacation days for every 30 days' work. The National Maritime Union (AFL-CIO) graduated benefits by days and half-days for each month of service during the year up to a maximum 30 days' vacation, and granted an additional 30 days to those who were in continuous service for 360 days.

(27) . . . an employee shall be eligible for vacation benefits in accordance with the following:

| a. | Number of days employed by contributing employers | Number of days of vacation benefits |
|----|---|-------------------------------------|
| | Months | Days |
| | 3 | 71/2 |
| | 4 | 10 |
| | 5 | 121/2 |
| | 6 | 15 |
| | 7 | 171/2 |
| | 8 | 20 |
| | 9 | 22 ¹ / ₂ |
| | 10 | 25 2 |
| | 11 | 27 ¹ / ₂ |
| | 12 | 30 |

b. In addition . . ., if an employee has been in continuous employ of one employer for 360 consecutive days, he shall be entitled to an additional 30 days of vacation benefits . . .

Members of the Masters, Mates, and Pilots (AFL-CIO) received varying vacations according to the officers' classification, from a minimum 60 days for licensed deck officers to 75 days for chief officers, and 90 days for masters. Under Seafarers' (AFL-CIO) agreements, seamen having less than 2 years' service received 1 day's vacation a month; those having 2 years received 2 days and those having 14 years received $2^{1}/_{2}$ days.

Ratio-to-Work Plans. Of the 44 ratio-to-work plans, about one-third were found in printing and publishing. The rest were scattered among trucking, longshore, construction, and motion picture production agreements. These industries have in common the employment of some casual workers who shift between jobs in the industry. As a consequence, work performed within a given period becomes significant in awarding vacation benefits.

Under a ratio-to-work plan, there is a direct correlation between the time an employee works and the total vacation payment. For full-time employees, length of service also may be a consideration. Typically, the plan relates vacation credits and pay to units of work in shifts, hours, days, or weeks. For example, in the following printing provisions, the maximum vacation was 4 weeks; payments were determined by vacation credit schedules which took into consideration pay scales, shifts, or days, and, in the first illustration, length of service:

(28) In order to provide an annual vacation with pay for employee subject to this agreement, the employer shall credit each such employee with a certain sum of money per shift, in accordance with the schedule of vacation credits attached hereto, for each regular day or night shift worked or compensated for during the regular 5 day week. Any employee working the equivalent of one-half shift or more shall receive her vacation credit in full for that shift. The sums so credited to an employee shall not affect the computations of the wages, overtime, or other compensation earned by her.

In addition, for employees who have two years of continuous service as of May 1 of any calendar year, with an employer or employers who now operate under the

terms of this agreement, vacation credits shall be revised to the basis of the third week vacation schedule attached as schedule B. Such employees shall then be scheduled for a 3-week vacation in the year following. No employee classified as an apprentice shall receive her vacation credit if she shall leave before 6 months of service since her date of employment.

On or after May 1, the employer shall deliver to each such employee individual checks representing full payment of the vacation credits accumulated by such employee prior to that date. The delivery of these checks is to be made to the individual named thereon when such individual is about to enter upon the vacation due her.

Schedule A. Vacation credit schedule applies to all employees with less than 2 years continuous service in the industry.

| | Shift payments | Weekly payments | |
|--------------------------|-------------------|--------------------|--|
| \$130.01 to \$132.00 | \$1.05 | \$5.24 | |
| \$132.01 to \$134.00 | 1.06 | 5.32 | |
| \$134.01 to \$136.00 | 1.08 | 5.40 | |
| \$136.01 to \$138.00 | 1.10 | 5.48 | |
| \$138.01 to \$140.00 | 1.11 | 5.56 | |

Schedule B. Vacation credit schedule applies to employees with 2 or more years continuous service in the industry.

| | Shift payments | Weekly payments |
|------------------------|----------------|--------------------|
| \$130.01 to \$132.00 | \$1.60 | \$8.00 |
| \$132.01 to \$134.00 | 1.63 | 8.15 |
| \$134.01 to \$136.00 | 1.65 | 8.25 |
| \$136,01 to \$138,00 | 1.68 | 8.40 |
| \$138,01 to \$140.00 | 1.70 | 8.50 |
| \$140.01 to \$142.00 | 1.73 | 8.63 |
| \$142.01 to \$144.00 | 1.75 | 8.75 |
| \$144.01 to \$146.00 | 1.78 | 8.88 |
| \$146.01 to \$148.00 | 1.80 | 9.00 |
| \$148, 01 to \$150, 00 | 1.82 | 9.12 |
| \$150.01 to \$152.00 | 1.85 | 9.24 |

Schedule C. Four week vacation credit schedule applies to employees with 5 or more years continuous service in the industry . . .

| | Shift | Weekly | |
|--------------------------|----------|----------|--|
| | payments | payments | |
| \$130.01 to \$132.00 | \$2.18 | \$10.92 | |
| \$132.01 to \$134.00 | 2.22 | 11.08 | |
| \$134.01 to \$136.00 | 2, 25 | 11.25 | |
| \$136.01 to \$138.00 | 2.28 | 11.42 | |
| \$138.01 to \$140.00 | 2.32 | 11.58 | |
| \$140.01 to \$142.00 | 2.35 | 11.75 | |
| \$142.01 to \$144.00 | 2.38 | 11.92 | |
| \$144.01 to \$146.00 | 2.42 | 12.08 | |
| \$146.01 to \$148.00 | 2.45 | 12.25 | |
| \$148.01 to \$150.00 | 2.48 | 12.42 | |
| \$150.01 to \$152.00 | 2,52 | 12.58 | |

(29) An employee covered by this contract shall receive vacation credits per shift worked, less withholding and social security taxes, based on the regular straight time base contract rate for the press and the shift upon which he is regularly employed in accordance with the vacation credit schedule . . .

Employees shall receive vacation credits for each shift worked including 6th and 7th day employment and credits for paid holidays up to a maximum of 248 vacation credits in any given vacation credit year beginning April 1st and ending March 31st. Vacation credits computed on the formula of 220 vacation credits to establish four (4) weeks vacation pay (subject to section 20). Vacation credits shall be directed on a monthly basis to a vacation depository fund designated by the union.

(30) Vacation. Employees shall receive vacations based on work performed in the preceding calendar year in accordance with the following schedule:

| More than | Less than | Vacation |
|-----------|-----------|----------|
| (days) | (days) | (days) |
| 7 | 20 | 1 |
| 19 | 32 | 2 |
| 31 | 44 | 3 |
| 43 | 56 | 4 |
| 55 | 68 | 5 |
| 67 | 80 | 6 |
| 79 | 92 | 7 |
| 91 | 104 | 8 |
| 103 | 116 | 9 |
| 115 | 128 | 10 |
| 127 | 140 | 11 |
| 139 | 152 | 12 |
| 151 | 164 | 13 |
| 163 | 176 | |
| 175 | 188 | |
| 187 | 200 | |
| 199 | 212 | |
| 211 | 224 | |
| 223 | 233 | |
| 232 | | 20 |
| <i></i> | | 20 |

One chemical industry provision calculated vacation on a monthly basis and thus excluded casual workers from benefits:

(31) Vacations—Credits

At the end of each calendar month in respect of which an employee, other than one hired on a casual or nonscheduled basis, has received pay (excluding terminal vacation pay) for at least ninety (90) straight time hours, he shall be credited with sixteen (16) hours (2 days) vacation accrual...

Under trucking ratio-to-work arrangements, workers received vacations based on the number of days they had worked during the year. In addition, length of service became a consideration to the extent that employees meeting specified longevity requirements would receive an extra week's vacation above established maximum:

(32) All employees covered by this agreement shall receive vacations each year, according to the following schedule:

| 30 days | l day | 155 days 8 days |
|----------|--------|------------------|
| 60 days | 2 days | 175 days 10 days |
| 90 days | 3 days | 187 days 11 days |
| 120 days | 4 days | 199 days 12 days |
| 125 days | 5 days | 211 days 13 days |
| 135 days | 6 days | 223 days 14 days |
| 145 days | 7 days | 235 days 15 days |

All employees with fifteen (15) years or more of seniority shall receive an additional week's vacation with pay at the rate paid for other vacation weeks. The anniversary date for the additional week's vacation shall be September 30th.

Under longshore ratio-to-work plans, eligibility for vacations was determined by the number of hours worked during the year. Again, as in trucking, longshoremen who met stipulated length of service as well as hours' worked requirements received third and fourth weeks of vacation:

(33) Any longshoreman who receives from members of the Philadelphia Marine Trade Association payment for seven hundred (700) hours or more during the period from October 1, 1964, to September 30, 1965, regardless of whether such hours were paid for at a straight time or overtime rate, is to be granted one week's vacation with pay equal to forty (40) hours at \$3.36 per hour, and any longshoreman receiving payment as heretofore provided for eleven hundred (1100) hours or more during said period is to be granted two weeks' vacation with pay equal to eighty (80) hours at \$3.36 per hour. . . . The same vacation pay shall be granted for the periods from October 1, 1965, to September 30, 1966, and October 1, 1966, to September 30, 1967 and October 1, 1967, to September 30, 1968, except that the pay shall be calculated on the straight time rates in effect for the latter three periods (65-66-\$3.46; 66-67-\$3.54; and 67-68-\$3.62) . . . A third week of vacation will be provided for longer-time regular employees (defined as employees who have worked at least seven hundred (700) hours in five of the six years preceding the eligibility year) and who work at least thirteen hundred (1300) hours in the eligibility year. This extra week's vacation pay to be calculated on the straight time rate in effect during the eligibility year, and payment to be tendered on or before December 24th, immediately after the end of the eligibility year.

A fourth weeks' vacation will be provided to any employee who has worked at least fifteen hundred (1500) hours in the eligibility year (October 1st to September 30th) and who has received payment for not less than seven hundred (700) hours in each of the immediately preceding 12 contract years, or who has received at least one week's vacation pay in 10 of the immediately preceding 12 contract years.

In some motion picture production agreements, ratio-to-work plans provided graduated days off for vacations to workers hired on weekly schedules. Ineligible employees were provided with a uniform percent of daily or weekly pay:

| (34) | **Weekdays worked in preceding year: | Days of vacation with pay in succeeding year: |
|------|--------------------------------------|---|
| | Over 200 | 10 (maximum) |
| | Between 181 and 200 | 9 |
| | Between 161 and 180 | 8 |
| | Between 141 and 160 | 7 |
| | Between 121 and 140 | 6 |
| | Between 101 and 120 | 5 |
| | Between 81 and 100 | 4 |
| | Between 61 and 80 | 3 |
| | Between 41 and 60 | 2 |
| | Between 21 and 40 | 1 |
| | *20 and under | 0 |
| | | |

*Employees who do not qualify for a day's vacation pay under this provision shall be paid vacation pay as follows: Daily schedule employment:

4 percent of straight time earnings including hours worked on night premium at straight time.

Weekly schedule employment:

4 percent of guaranteed weekly earnings.

**Excluding studio Saturdays. For vacation purposes only, full 6-day workweeks on distant location shall be credited as 5 days worked.

Uniform Plans. Uniform plans were usually of two types. First were those arrangements where there was no variation of vacation based on length of service. For example, in the following provision, a worker who achieved a minimum of 1 year's employment, received 4 weeks' vacation. Length of service beyond 1 year did not yield additional vacation benefits. Vacation payments apparently varied according to a worker's occupational earnings although the agreement did not specify this practice:

(35) Vacation Earned. Each employee who shall have worked for the employer for one (1) year, without any absence, immediately prior to each May 1, shall receive therefor four (4) weeks vacation with pay. Employees who shall have been employed by the employer for less than a year prior to May 1, or who shall have any absence in such year prior to May 1, shall receive two (2) days vacation with pay for each aggregate period of five (5) weeks of work and one (1) day of vacation with pay for any remaining aggregate period of less than five (5) weeks of work but at least twelve (12) days of work; and each employee with an aggregate period of less than five (5) weeks of work but with at least twelve (12) days of work in the year prior to May 1 shall receive one (1) day's vacation with pay.

Among major symphony orchestras where lengthening the period of employment for musicians is important, uniform vacation plans, usually of 2 or 3 weeks, have been used to increase the musician's income.

The second type of uniform plan appeared in both the anthracite and bituminous coal agreements, among others. These arrangements provided for both a uniform vacation length and a uniform monetary allowance regardless of seniority: 15

(36) An annual vacation of fourteen (14) days shall be the rule of the industry... all employees with a record of one (1) year's standing from June 1, 1967, to May 31, 1968, shall receive as compensation for the 1968 vacation period the sum of ten (10) times the employee's day wage rate ... The employee's day wage rate will be the rate paid at the time the vacation payment is due.

The day rate was uniform for all mine workers except for three crafts: Inside electricians, mechanics, and continuous-mining machine operators.

Digitized for FRAS Far the fall of 1968, the parties to the bituminous coal agreement negotiated graduated vacations for miners having more than 10 years of service. For each year over 10, 1 day of vacation will be added up to a maximum of 4 weeks. http://fraser.stlouisfed.org/

Chapter III. Administration of Vacation Provisions

Briefly, this section considers various aspects of the administration of vacation provisions: Selected vacation qualifying requirements, methods of computing vacation allowances and of scheduling vacations, and the treatment for vacation purposes of special groups of workers, among them retirees, separated employees, workers entering or leaving military service, and part-time workers. Whereas data in chapters I and II were derived from an examination of 1,970 major collective bargaining agreements, information for this chapter was based upon the detailed analysis of 492 agreements selected for industry and worker coverage. Only 45 of the 492 agreements had no vacation provisions. These accounted for 5.2 percent of the workers covered in the sample.

Work Requirements

Almost 70 percent (312) of the 447 agreements having vacation provisions required that an employee must have worked a specified minimum amount of time, or percentage of available time, during the preceding year to qualify for his vacation (table 7). These minimums were expressed variously in hours, days, weeks, months, or percentage of pay periods. Those plans which utilized hours were able to differentiate between employees working different work schedules. Hours worked during the year within specified ranges could be related on a graduated scale to vacation pay:

(37) Each hourly employee, in order to become eligible for vacation benefits in accordance with above provisions, must have actually worked as a minimum the following number of hours during the course of the 12 calendar months immediately preceding his anniversary date of hire: 40 hour employees—1,600 actual hours; 36 hour employees—1,400 actual hours.

| (38) | | Hours of vacation pay | | | | у |
|------|--------------------|-----------------------|-----|------|-------|------------|
| | Years of service | Up to 1 | 1-2 | 2-10 | 10-20 | 20 or more |
| | Compensated hours: | | | | | |
| | 900 or more | 0 | 40 | 80 | 120 | 160 |
| | 860-899 | 0 | 38 | 76 | 114 | 152 |
| | 820-859 | 0 | 36 | 72 | 108 | 144 |
| | 780-819 | 0 | 34 | 68 | 102 | 136 |
| | 740-779 | 0 | 32 | 64 | 96 | 128 |
| | 700-739 | 0 | 30 | 60 | 90 | 120 |
| | 660-699 | 0 | 28 | 56 | 84 | 112 |
| | 620-659 | 0 | 26 | 52 | 78 | 104 |
| | 580-619 | 0 | 24 | 48 | 72 | 96 |
| | 540-579 | 0 | 22 | 44 | 66 | 88 |
| | 500-539 | 0 | 20 | 40 | 60 | 80 |
| | Less than 500 | 0 | 0 | 0 | 0 | 0 |

¹⁶ See p. 3 for discussion of how the sample was selected.

Other work requirement provisions stipulated the number of days needed to qualify for a full vacation or, lacking these, the period of paid leave earned. In some contracts the maximum days of absence after which vacation penalties would be invoked also were stated:

(39) Effective January 1, 1967, and every year thereafter all journeymen and apprentices shall be entitled to a four week vacation with pay, providing the employee has worked for one employer 220 working days during the previous calendar year.

In the event an employee fails to work 220 days during the preceding year he shall earn the following vacation credits:

| Days worked | Vacation credit (days) | Days worked | Vacation credit (days) |
|----------------|------------------------|----------------|------------------------|
| 11 | 1 | 121 | 11 |
| 22 | 2 | 132 | 12 |
| 33 | 3 | 143 | 13 |
| 44 | 4 | 154 | 14 |
| 55 | 5 | 165 | 15 |
| 66 | 6 | 176 | 16 |
| 77 | 7 | 187 | 17 |
| 88 | 8 | 198 | 18 |
| 99 | 9 | 209 | 19 |
| 110 | 10 | 220 | 20 |

(40) A year of continuous employment . . . shall mean the period between an employee's start date and his first vacation anniversary date, and the period between subsequent vacation anniversary dates during which an employee works without absence in excess of thirty (30) working days . . .

Provisions setting forth work requirements in weeks or months or as a percentage of the work year for "full" or "maximum" vacations seemed to imply that vacations would be prorated for those employees who did not meet the conditions set forth in the clause:

- (4) Employees shall be required to work at least 46 weeks during the year of June 1st to June 1st in order to receive their full vacation pay as computed above.
- (41) To qualify for a full vacation benefit, the employee must have worked, or been available for work, eighty (80) percent of the work year prior to June 1...

For tabulating purposes, provisions that stipulated work requirements in days, weeks, or percentages were converted to months. The results show that under most plans employees had to work a minimum of 9 months to qualify for a full vacation (table 7).

Agreements which did not specify minimum work requirements either provided little or no details of any aspect of the vacation plan or contained built-in work requirements. The latter included plans which geared vacation payments and time off to the amount of work performed. Full vacations under these plans were guaranteed only if employees worked throughout the year. Plans stipulating vacation payments as a percent of employee earnings, in effect required almost full-time work for a full vacation since vacation allowances were determined by total earnings during the year.

During the work year a number of contingencies could arise which could prevent an employee from coming to work. Approximately three-quarters of the agreements specifying minimum work requirements safeguarded workers! vacations by counting cer tain of these absences as time worked (table 7). Excused absences fell into three distinct categories, examples of which were ordinarily combined within one provision. First, absences which occurred during normal plant operations, such as holidays, a regular day off, scheduled vacations, and jury duty were counted as days worked. Second, absences resulting from layoffs or from short workweeks also were counted as days worked. Finally, there were absences connected with illness, accident, or injury. In some contracts, job-connected and nonjob-connected illnesses and injuries were differentiated.

Typically, provisions stipulating excused absences because of illness established a maximum of days or months that would be counted as days worked:

(42) The term "service time" as used in this section, shall be those days worked by an employee including holidays and regular days off during weeks worked, days on paid vacation and on sick leave. Service time shall also include days off work due to occupational injury or occupational illness if the employee returns, upon recovery, to the active payroll of the company, provided that such days off shall not exceed six (6) consecutive months...

A contract also could create two different ceilings, which usually depended on the nature of an illness or injury. More liberal absence allowances might be paid for occupational accidents than for personal illness or sickness not certified by a doctor. Note that the second illustration below sets a 90-day maximum for noncertified illness, layoff, and personal leave:

- (43) In computing the twelve hundred (1200) hours worked, credit will be given for:
- a. All time lost as a result of accident sustained while at work; but in no event to exceed six hundred (600) hours.
- b. Time lost due to personal illness of the employee and attested to by evidence acceptable to the company's medical department, but not to exceed one hundred-sixty (160) hours.
- (44) Absence due to illness shall be counted as time on the company's active payroll, provided such period of absence is not in excess of six (6) months . . . provided that a certificate from a duly licensed physician is delivered to the company setting forth satisfactory evidence of illness covering the period of absence. Time lost from work during the vacation year due to short week schedules, vacation shutdown declared by the company, and/or time on vacation . . . shall be counted as time on the company payroll. Layoff from the payroll of the company, personal leaves, illnesses not covered by a doctor's certificate, either singly or totalling more than ninety (90) days : . . shall disqualify an employee for vacation the next following vacation season.

For an extended illness, vacations could be prorated according to the length of absence.

- (45) . . . provided such employee shall have worked eighty-five (85) percent of the straight-time hours scheduled in his department . . . provided further, however, that in case any such employee who, on account of illness shall not have worked eighty-five (85) percent . . . the following vacation basis shall obtain:
- a. If such employee has lost sixty-five (65) or fewer working days . . . his vacation shall not be affected.
- b. If such employee has lost sixty-six (66) to ninety-eight (98) working days... he shall be granted seventy-five (75) percent of the vacation pay to which he would otherwise have been entitled.
- c. If such employee has lost from ninety-nine (99) to one hundred and thirty (130) working days...he shall be granted fifty (50) percent...
- d. If such employee has lost one hundred and thirty-one (131) or more working days . . . he shall be entitled to no vacation pay.

Qualifying Date for Vacation. Over 85 percent of the contracts providing paid vacations established the specific point in time when the employee had to meet minimum service requirements to be eligible for his vacation (table 8). Agreements most frequently stipulated that the anniversary date of employment would be the qualifying date. This provision was found in almost 40 percent of the 383 agreements with a qualifying date. Under this measure, a new employee would qualify for his first vacation 1 year after his hiring date:

- (46) Each employee, who, on his anniversary date in each calendar year, shall have been in the continuous employment of the company . . . shall be eligible for (vacation benefits) . . .
- (47) . . . all employees who have had one or more years of continuous priority with the employer as of date of employment shall be entitled to vacation . . .

Thereafter, he became eligible for subsequent vacations on the same month and day and would be entitled to graduated benefits as he reached stipulated years of service.

The remainder of the agreements provided for a variety of eligibility dates, most frequently the beginning or the end of the calendar year for which the vacation was given:

- (48) Employees who have been in the employ of the company continuously for a period of one year at January 1 of any year shall receive one week's vacation with pay. Employees who have been in the employ of the company continuously for a period of 2 years at January 1 of any year shall receive 2 weeks' vacation with pay . . .
- (49) An employee will be eligible for . . . vacation in any calendar year if as of the previous December 31 he was on the payroll and had completed (applicable years of service).

Under a uniform cutoff date, a newly-hired worker whose date of employment fell after the designated day theoretically could work almost 2 years before he was entitled to his first vacation. To forestall such an event, a number of these agreements provided for partial vacation allowances prorated by length of service:

(50) Employees who have completed less than one (1) full year of service with the company as of December 31 of the calendar year in which they were hired shall earn four (4) hours of vacation pay for each one hundred and fifty (150) hours worked (overtime premium excluded), subject to a maximum of forty (40) hours of vacation pay for such calendar year or average workweek, whichever is greater.

About 12 percent of agreements specified as a cutoff date the first day of the established vacation period, or a date shortly before:

(51) Each employee who meets the eligibility conditions . . . as of June 1st of any year . . . shall be entitled to a vacation with pay . . .

A few agreements established more than one qualifying date; they generally provided for one every 6 months to enable employees to qualify for some type of an allowance and to avoid the possibility of working almost 2 years before becoming eligible for the first vacation:

- (52) Vacations will be granted to employees... who have the required seniority as of June 30 or December 31 of the particular vacation year... (There shall be two eligibility dates, June 30 or December 31, on which dates employees may qualify for a vacation)...
- (53) Length of service shall be determined as of the first regular work day in January and as of April 1, July 1, and October 1.

Most of the remaining agreements specified uniform dates which fell within the second or third quarters of the calendar year. These contracts designated months (especially May through September) which are the most popular for taking vacations:

(54) Employees who have been in the continuous employ of the company for less than one (1) year will be allowed a vacation of one day, to a maximum of ten (10) working days, for each full month of service prior to June 1.

A vacation of two weeks (eighty (80) hours) with pay will be allowed to employees who have been in the continuous service of the company at least one full year prior to June 1 . . .

(55) A provisional employee with less than one year of continuous service prior to July 1st of the vacation year will be given the following allowance:

| Starting time | Working days vacation |
|---|--------------------------|
| Prior to August 6 of preceding year | 5 |
| August 6-October 18, incl. of preceding year | 4 |
| October 19-December 31, incl. of preceding year | 3 |
| January 1-March 13, incl. of preceding year | 2 |
| March 14-May 25, incl. of preceding year | 1 |

Vacation Pay

Base for Computing Pay. Vacation allowances were designed in most cases to provide the worker during his time off with the same amount of pay that he might have received had he continued to work. Consequently, most provisions computed vacation allowances on the basis of the employee's regular or hourly rate (table 9). The remainder calculated allowances as a percentage of the employee's earnings or as daily or weekly rates.

Of the 353 uniform and graduated plans which specified the basis for vacation pay computations, 3 out of 5, covering almost 1.6 million of the 2.4 million workers under these provisions, utilized the worker's regular or hourly rate:

- (56) Any employee who, on or before May 31st of each year, has been employed, since the date of his hiring, the length of time specified, shall be entitled to the corresponding vacation with pay based on a workweek computed at forty (40) hours, and a workday of eight (8) hours, at the employee's regular straight-time hourly rate in effect at the time of the vacation allotment.
- (57) Vacation pay shall be computed by using the employee's straight-time hourly rate on December 31 or the last Monday in April, whichever is higher, provided that vacations taken prior to the last Monday in April will be paid at the current rate if higher than the December 31 rate...
- (58) Vacation payment will be calculated on the basis of an eight-hour day at an employee's straight-time hourly rate, excluding all premiums, of the highest job classification to which he was permanently assigned according to the company's records during the six-month period immediately preceding the first day of the employee's vacation.

Sixty-nine contracts specified a percentage of the employee's earnings as the basis for computation. Usually 2 percent was allowed for each vacation week, although slight variations from that standard unit sometimes were employed:

(59) Vacation pay due each employee shall be based on the total earnings of said employee during the calendar year prior to his vacation according to the following schedule, except that when an employee's first anniversary date falls within the vacation year, he will receive 2 percent of his total earnings during the first year of his employment:

| | Percent of total |
|------|------------------|
| Days | earnings |
| 5 | 2.0 |
| 6 | 2.4 |
| 7 | 2.8 |
| 8 | 3.2 |
| 10 | 4.0 |
| 15 | 6.0 |
| 20 | 8.0 |

| (60) | Period of seniority | Length of vacations and vacation pay |
|------|---------------------------|--|
| | l but less than 5 years | 2 weeks (based on 4 percent of earnings for the year ending December 31) |
| | 5 but less than 15 years | 3 weeks (based on 6 percent of earnings for the year ending December 31) |
| | 15 but less than 22 years | 4 weeks (based on 8 percent of earnings for the year ending December 31) |
| | 22 but less than 30 years | 5 weeks (based on 10 percent of earnings for the year ending December 31) |
| | 30 years or more | 6 weeks (based on 12 percent of earnings for the year ending December 31) |

Since most workers under these agreements are paid on an hourly basis, few agreements specified weekly rates to compute vacation allowances. Where employees were on a weekly salary, the clause usually read as follows:

(61) Regular full time employees . . . will be granted . . . paid vacation at their regular basic workweek salary.

Method of Computing Pay. The key elements in computing vacation pay are the definitions of what constitutes a vacation week (that is, the number of hours to be paid for), and of what is to be included in the hourly, weekly, or percentage rates. Table 10 illustrates the diversity of practices which the parties have negotiated in this area. As a rule, the workweek was defined as 40 hours:

(62) Each week's pay for day workers shall be calculated at forty (40) hours pay at rate in effect at time payment is made.

A few clauses designated longer workweeks of 44 and 48 hours, or, as in the following, a shorter week:

(63) Vacation pay for hourly rate employees shall be computed on the basis of thirty-seven and one-half (37½) hours per week times the regularly hourly rate of the employee's assigned function in effect at the time such vacation is granted.

Invariably, these deviations from the standard 40-hour workweek conformed to existing scheduled hours set forth in the contract.

Other provisions took account of fluctuating weekly schedules. Thus, such clauses stipulated that vacation hours would be "prevailing" or "average" hours. Provisions might also set a base of 40 hours, but allow higher amounts, as in the first provision, or they might establish both minimum and maximum weekly hours:

- (64) Hours of vacation pay for each vacation week shall be not less than (a) forty (40) hours per week, or (b) the scheduled workweek of the plant, whichever is larger.
- (65) Total hours of vacation pay shall be the average hours worked by the employee during the period specified in this section but not less than forty (40) hours per week nor more than forty-eight (48) hours per week.

Over one-half of agreements specifying that the hourly rate should be used to compute monetary allowances defined this as the straight-time rate—that is, the rate of pay exclusive of overtime, shift premiums, and other monetary allowances as in the first example. In the second illustration, the negotiators anticipated that during the vacation eligibility period, an employee might have worked at more than one straight-time rate, and hence, they established a weighted average for such workers:

- (66) Vacation pay will be at the straight-time hourly rate for the employee's regular classification at the time of vacation . . .
- (67) The vacation pay for an employee who qualifies is to be computed as 40 hours per week at the higher of:
- a. The per hour rate of his regular job as such rate exists on the day his vacation starts, or
- b. The weighted average straight-time hourly rate paid to the employee in the prior contract year, adjusted for the change, if any, in his average rate effective on the first day of June next preceding the time at which his vacation is taken. Said average rate (1) for an employee who worked at the same job rate during the entire prior contract year is that job rate, and (2) for an employee who worked at more than one job rate in the prior contract year shall be determined by the following procedure: Multiply the number of hours he worked in said year at each job rate by that job rate; add the amounts so computed; and divide the sum by the total number of hours he worked in said year.

For incentive workers, clauses generally provided for vacation pay based upon hourly earnings which may fluctuate with the employee's own effort. The straight-time concept was linked in the second example with specific exclusions of premiums:

- (68) The rate of pay shall be the straight-time average hourly earned rate attained in the fourth social security quarter of the previous year . . .
- (69) Employees who are granted vacations... will be paid their average hourly earnings (exclusive of overtime premium and overtime hours) earned during the preceding calendar year...

Plants having both hourly and incentive workers often calculated vacation pay on a straight-time rate basis for the former and on an earnings basis for the latter:

- (70) The rate of vacation pay shall be the employee's straight-time hourly rate in effect on the pay day immediately preceding the completion of his hours for his maximum vacation pay. For pieceworkers, the vacation pay shall be arrived at by averaging the weekly earnings of the individual for each 40-hour week worked during the 90-day period next preceding the completion of his hours for maximum vacation pay.
- (71) . . . a week's pay shall mean, in the case of timeworkers, pay for 40 hours at the employee's regular straight-time rate of pay, and, in the case of pieceworkers, pay for 40 hours at the employee's average straight-time hourly earnings for the 13-week period immediately preceding the vacation period.

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About 12 percent specifically included shift differentials in hourly straight-time rates and earnings:

- (72) Vacation pay for hourly rated employees shall be the base hourly rate, without overtime but including shift premiums . . .
- (50) Pay will be computed on a straight-time hourly basis, including incentive pay and shift premium, if any.

Agreements rarely specified both shift differentials and overtime. On the other hand, almost one-third of the provisions stipulated hourly earnings without defining them further. These clauses allowed the possibility of including overtime and shift premiums, as in the following illustrations:

- (73) The hourly rate for vacation pay will be the average hourly earnings for the employee's last two pay periods ending in the month of February determined by dividing the amount of money earned by the employee during such pay periods by the number of hours worked in such periods.
- (74) The minimum rate of pay per hour to be paid for the above minimum vacation hours shall be the employee's average earned rate per hour resulting from his earnings during the last quarter of the calendar year in which such 1,200 hours or more have been worked.

Like hourly earnings computations, those vacation provisions calculating earnings on a weekly basis also varied in what was included. As the following illustrate, weekly earnings could be computed on a straight-time basis, could include specific premiums, or could include all premiums:

- (75) Vacation pay shall be computed on the basis of the employee's average weekly earnings at straight-time for the 13-week period prior to May 1st of the year in which the vacation is granted.
- (76) The vacation pay allowance for each vacation week for each employee entitled thereto shall be based on his average straight-time hourly earnings (including applicable incentive earnings, but excluding shift differentials, overtime premiums, seventh day worked premiums, holiday worked premiums and Sunday premiums) . . .
- (77) A full-time employee's weekly wage for vacation payments shall consist of the employee's basic weekly wage, plus the weekly average of evening and night differential payments received for the normal workweek during the first of the 5 calendar weeks worked immediately preceding the vacation period.
- (78) Vacation pay for each week of vacation . . . shall be computed by determining the total money earned (excluding clothing allowance of 50 cents per week) from January 1 (of the year in which the vacation is taken) through the last payroll week completed prior to the date of the vacation and dividing that sum by the number of weeks worked since said January 1 through such payroll week . . .

(79) The week's vacation pay . . . shall be based upon the average weekly earnings of each eligible employee for the period of 1 year prior to the most recent anniversary of the employee's date of hiring.

Among percentage payments plans, an arrangement particularly applicable to incentive workers, over two-thirds calculated vacation allowances on the basis of the employee's total or gross earnings. This would include shift differentials and any overtime:

(80) . . . the vacation pay for each week of vacation shall be 2 percent of the employee's total earnings in the preceding calendar year, but not less than 40 times the employee's average straight-time earned rate per hour . . .

Even among percentage payment plans, however, some specified that the applicable percentage would be calculated on the basis of straight-time earnings only:

(52) Vacation allowance - (applicable percentage) of the employee's straight-time earnings for the year ending (qualifying date).

Pay in Lieu of Vacation

Most agreements contained no explicit provision concerning payment in lieu of any part or all of an employee's earned vacation (table 11). A few forbade vacationing employees to accept other employment during vacation periods.

Of the 180 contracts which referred to this issue, 82 permitted the employee to take pay in lieu of all or part of his vacation. Another 98 agreements prohibited it or permitted a vacation premium only under given circumstances, presumably of an emergency nature. These conditions could be either company or employee related:

- (81) It is the company's established policy that employees take their vacations... If the company should ask an employee to forego his vacation due to manpower problems, such employee will be given vacation pay in lieu of vacation. . .
- (82) Employees... may receive... vacation allowance in lieu of time off at the option of the employee under the following circumstances:
- a. Where the employee has lost a full week or weeks in the current year.
- b. Where the employee's current year's vacation benefits are the \$40 minimum for any week.
- c. Hardship cases which are submitted and mutually agreed.

Thirty-nine agreements specified a minimum amount of vacation had to be taken. Vacations over the minimum could be worked at either the employee's or employer's option:

(83) Employees entitled to more than 2 weeks vacation may be offered the opportunity to receive pay in lieu of time off in excess of 2 weeks if work is available.

(84) . . . at the option of the employer the employee shall either take the fourth week of vacation or shall take only three (3) weeks and receive compensation for the fourth week of vacation.

Still others, also at either employer or employee option, provided that all time off would be forfeited:

- (85) The company may elect to request employees to forego their vacations and accept, in lieu thereof, payment for their vacations or the equivalent thereof.
- (86) Employee will not be forced to take a vacation... If an employee elects not to take his vacation during his benefit year, he will be paid, at his regular straight-time rate of pay... the amount of vacation pay due him...

Provisions were rare which permitted union participation in the choice to take or not to take a vacation:

(87) Employees entitled to vacations will not be given pay in lieu thereof unless mutually agreed to by the employer, the employee, and the union.

Vacation Scheduling

Vacations may be scheduled at any time during the year or they may be limited to a shorter, contractually specified period. Under the former arrangement, plant production and efficiency requirements restrict the workers' choice of time off. If too many workers choose the same weeks, seniority becomes a factor in the determination of final allocation of time off, although this arrangement seldom is reduced to contract language.

On the other hand, where vacations are restricted to a given period, the dates of the vacation period and the rules governing selection of time off within the period were specified in almost 46 percent of the vacation provisions in the 492 contracts studied in detail (table 12). Most frequently, contracts stipulated that vacations would be scheduled during an annual plant shutdown, so that all employees could take their vacations at the same time. Very often these shutdowns were arranged during one of the summer months, at the time that inventory was to be taken, or at a period of production changeover. In other provisions, the employer had the option of either closing down or scheduling vacations while operations continued, as in the second illustration:

(88) During the term of this agreement, the company will observe the following time for vacations:

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1966 - July 18 through July 31 inclusive
1967 - July 17 through July 30 inclusive
1968 - July 15 through July 28 inclusive
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(89) The vacation shall be accomplished by a shutdown or shutdowns of the plant and/or by staggering, as decided by the company. If a shutdown or shutdowns are decided upon, such shutdown or shutdowns shall be for not more than three (3) weeks, and no less than two (2) weeks shall be during the school summer vacation period.

Somewhat less frequently, those agreements which provided for a plant shutdown were those which scheduled vacations from June through September as stated in the third clause below and coincided with school vacations. The specific vacation period, for reasons of operating requirements, was often left to the discretion of the employer:

- (90) The vacation period normally shall be between June 1 and September 30, the time for taking said vacation to be determined by the management. Seniority within job classifications shall be observed in allocating vacation periods to employees. The employer shall give each employee at least fifteen (15) days' notice prior to his vacation.
- (91) Paid vacations shall be given by the employer each year during the month of July . . .
- (92) Vacation periods shall be fixed by the employer to suit the requirements of his business, but as far as possible and practicable, vacations will be given during the summer months, and for employees with school-age children during the school summer vacation.

Additional agreements stipulated periods extending beyond summer months. Some permitted vacations from May or April to October or December. Others allowed time off to be scheduled at any time other than January and February, or November and December, or both. A few agreements in food processing limited vacations to the "intercampaign" season; that is, the months outside the normal processing season:

(93) Vacations may be taken at any time at the employee's convenience during the inter-campaign season provided ample notice is given the company; and provided further that the company determines that no interference with the company's operations will result . . .

Except for plant shutdowns, employee vacations were staggered to keep operations adequately staffed. As a rule, business needs were paramount, but an employee's seniority was also a factor in assigning vacation periods:

(94) The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees consistent with the efficient operation of the employer's business.

Plant shutdowns and negotiated vacation periods, such as the traditional summer months, may no longer accommodate all the demand for time off generated by lengthening vacations. As a consequence, several agreements have established more than one vacation period. Again, selection of remaining vacation would be subject to business requirements. In the second illustration, employer approval could not be withheld unreasonably:

(95) Inasmuch as in most instances it will not be practicable to schedule the third or fourth weeks of vacation in a continuous period with the first two weeks of vacation, the employer reserves the right to schedule the third or fourth week of vacation in such a way as to least interfere with the good of the business.

(96) An employee who is eligible for more than two (2) weeks of vacation . . . will be given the opportunity to schedule, with the company's approval, a vacation at another time. Such approval shall not be unreasonably withheld.

About half these agreements established specific vacation periods in summer and winter. In the following illustration, involving a department store, the winter vacation period was scheduled to commence after the Christmas rush:

(97) Summer vacations shall be granted during the period beginning with the first Monday in May and ending with the last Saturday in September in each year, and winter vacations shall be granted during the period beginning with the first Monday in January and ending with the last Saturday in February of each year, except in cases where special needs of a department require otherwise.

Provisions dealing with vacation schedules were often elaborate, and reflected the efforts made to meet employee preferences with a minimum interruption of production and services:

- (98) Each eligible employee, if he so desires, shall submit to his department head, prior to June 1st, three vacation dates in the order of his preference. In the event that none of the three preferential dates are granted, the department head may establish date of vacation if conditions permit. However, he shall give any such employee not less than one week's notice as to date of vacation, unless upon the request of the employee, it is otherwise mutually agreed upon . . .
- (99) Consistent with the company's service obligations, vacation periods will be scheduled to meet and suit the convenience of employees. Insofar as practicable, employees will be granted preference in selecting vacation periods in descending order of company seniority on a local, plant, or departmental basis as involved. Such preference for selection will be granted in the following order: (1) for all vacation periods finder 3 weeks, (2) for all third week vacation periods, (3) for all fourth week vacation periods, (4) for all fifth week vacation periods, (5) for each additional week following attainment of age 63, and (6) for any additional vacation days granted because of recognized holidays falling within vacation periods. Each district, department, and plant will, not later than April 1st, prepare and post on appropriate bulletin boards, schedules showing the time of vacation periods granted. In order that the company will be able to prepare and post vacation schedules by April 1st, it will be necessary for employees to make their selections of vacation periods promptly. In the event an employee fails to make his selection within a reasonable period of time, he will forfeit his turn until all other employees involved have made their selections. Should any employee fail to make his selection(s) by March 1st, the company, at its discretion, may schedule that employee's vacation period. Changes in any scheduled vacation period may be made with mutual consent of employees involved and the company. When choice of vacation period has been granted, it will not be interfered with except in emergencies.

Occasionally, the union participated in vacation scheduling. In the first illustration notice of vacation schedules had to be posted well enough in advance of the vacation to allow workers to prepare for time off and perhaps to present grievances against the vacation dates assigned to them:

(15) Vacation Period. Each employer shall grant an annual vacation period of two (2) consecutive weeks to all of its employees, during which period the employees

shall not be required to work. The vacation period shall be scheduled in the months of July or August of each year, except that in the year 1968 the two-week vacation period in each factory must be completed not later than August 15. At least thirty (30) days prior to the July 1st of each year, the association and the union shall confer upon the vacation schedules and notices of the scheduled vacation period for each member of the association shall be posted in the employer's factory at least twenty-five (25) days prior to the beginning of the vacation period.

(100) The vacation schedule shall be mutually agreed upon between the local management and the local union and vacation time off shall be granted to all eligible employees who request it.

Split Vacations. Approximately 40 percent of the vacation provisions studied referred to nonconsecutive or split vacations (table 13).

Of the agreements referring to split vacations, one-third permitted nonconsecutive time off only if the company and the employee mutually agreed:

- (101) Vacations must be taken in a single period unless by mutual agreement in each individual case with management.
- (102) Vacations shall be arranged beginning with April 15 and ending with October 15 of each year. The employer shall arrange the vacations in the various departments in accordance with the needs of the office and shall give first consideration to length of service in assigning vacation periods. With the consent of the employee and the employer the vacation may be split and/or scheduled outside the above designated time period. Vacation schedules shall be posted no later than March 15.

The company alone had the option to allow split vacations in approximately one-fourth of the agreements:

- (103) Vacations will be granted according to schedules approved by the company and, insofar as possible, seniority will govern. One of the three weeks and two of the four weeks of vacation for those employees who are eligible may be scheduled by the company at any time during the calendar year. . . .
- (104) Time of Vacation. The first 10 days vacation of employees shall be taken in one continuous period between June 1st and September 15th at times designated by the employer. The employer shall have the right, in the employer's sole discretion, to designate a time other than the period from June 1st to September 15th for an employee's vacation days in excess of 10 days. In the event that vacation days in excess of 10 days are not granted in one continuous period with the first 10 days vacation, the employer shall give the employee notice, no later than the time of taking the first 10 days vacation, of the time when the balance of the employee's vacation shall be taken.

A small number of agreements permitted the employee to decide whether to split vacations.

(105) Employees may split their entire vacation period as they desire provided no vacation period shall be less than one calendar week.

Most of these provisions limited the employee's choice of the second vacation or subsequent vacation periods. Thus, in the first illustration the employee could exercise his seniority to select another vacation only once; in the second, the employee was subject to rules applying to vacation scheduling, and in the third, he could make his choice to split his vacation only during the time alloted for making vacation bids:

- (106) Employees entitled to 2 or more weeks of vacation may be permitted to take such vacations in two separate periods of not less than 1 week each. Employees entitled to 3 or more weeks of vacation may be permitted to take such vacation in three separate periods of not less than 1 week each. Seniority preferences, however, can be exercised in only one of such vacation periods.
- (107) Any employee who has qualified for 2 weeks or more vacation may elect to take 1 week at a different time from the other week, subject to (rules governing vacation schedules).
- (108) . . . It is further provided, that a qualified employee may elect to split his vacation period if he makes such election at the time he bids for the vacation period, and then only.

In some instances, the splitting of vacations was required specifically—for instance, in agreements noted previously, in which there was a plant shutdown for both summer and winter vacation periods. Other contracts did not make clear at whose option a vacation could be split.

Industries which provided longer vacations often negotiated provisions for splitting. In food, for example, where most agreements provided for maximum vacations of 4 weeks or more, 16 of 31 agreements allowed nonconsecutive vacations; all petroleum agreements, two-thirds of which provide maximum vacations of 5 weeks, also permitted vacations.

Accumulation of Vacation

Only 29 of the 447 agreements with paid vacations permitted accumulation of vacation time from year to year (table 14). These provided employees both with the ability to meet emergency needs of the employer by foregoing vacation (without taking pay in lieu of vacation) and with vacations of greater duration. Conversely, 125 contracts specifically prohibited any such accrual.

Of the 29 provisions, 10 limited the total amount that could be accrued:

(109) One (1) week of earned vacation may be deferred by an employee eligible for three (3) weeks vacation . . . to provide a maximum four (4) weeks vacation during any one eligibility year.

The remainder allowed accumulation only under given circumstances:

(110) Annual and personal vacation cannot be carried over from one year to the next, nor can merit vacations be carried over from one 5-year period to the next. However, any vacation which an employee would lose because of personal or industrial sick leave can be carried over for a period of 90 days after he has recovered.

- (111) Only those employees eligible for three weeks of vacation will be permitted once each five years, on written application by May 1 of the year to carry over one week's vacation to be taken as four weeks of vacation at one time in the year following.
- (112) Each salaried employee who is entitled to the one week's additional vacation time, by virtue of eleven years' service, may reserve such one week's vacation time and use it separately or with all or part of regular vacation time off in a subsequent vacation year, but such reserved week must be used before any additional week may be reserved. . . .
- (113) Employees with 10 years or more service may defer all or a part of their vacation time off to the following year provided written application is made in advance and approved by the company. Vacation can only be carried over one year.

A contract negotiated in 1968 between Lockheed California and the International Association of Machinists (AFL-CIO) permits employees having 22 years' seniority to defer all but 1 week of their annual vacation, up to a total of 10 weeks in a year.

Holidays Occurring During Vacation

As a rule, workers receive compensation for holidays falling during vacation periods (table 15). Most often they would be provided with an extra day's pay, but with no extra time off:

- (114) When one of the paid holidays... occurs within an employee's vacation period, the employee shall receive holiday pay as provided for in addition to that employee's vacation pay.
- (115) When one of the above holidays falls within an eligible employee's scheduled vacation period and the employee is absent from work on such holiday because of such vacation, such employee shall be granted an additional eight (8) hours' pay at this regular base rate exclusive of all premiums, bonuses, or overtime allowances.

Less frequently, the worker was entitled to an additional day off, although some agreements specified that such time off would be granted at some later date:

- (116) If any of the above holidays shall fall within an employee's vacation period, such vacation shall be extended one day with pay.
- (117) When the vacation period of any employee includes one of the holidays... an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. The extra day must be taken immediately before or after as an extension of the vacation.
- (118) When part of the vacation period includes a holiday for which the employee is entitled to pay, the holiday which is included in the vacation period shall be considered a holiday rather than a vacation and the vacation period shall be extended accordingly.

The extra period of vacation may be taken immediately before or after the scheduled vacation or at some other time as scheduled by the company. Pay for the holiday is limited to a maximum of up to 8 hours.

Less often, the option of a day's pay or time off was left to either the employee or the employer:

- (119) When a legal holiday...occurs during an employee's scheduled vacation, he shall be entitled, at his option, to an extra day's vacation or pay in lieu thereof, provided the employee gives notice of his option at the time his vacation is scheduled.
- (120) If a holiday falls within an employee's vacation period, he shall receive the holiday pay or an additional day off at the option of the employer.

Effect of Termination, Retirement, and Military Service on Vacation Allowances

This section illustrates employee vacation rights for retirement, other termination of employment, and military service. Where referred to in the agreement, these rights usually appear as guarantees that allowances, very often prorated, would be paid at the time that permanent or temporary separation occurs.

Retirement. Almost one-fourth of agreements stated specifically that vacations earned before retirement would be granted (table 16). Most stipulated that, at retirement, the worker would receive the amount of vacation pay that he had earned up to the time of his separation:

- (121) Employees separated from the payroll upon retirement . . . shall receive vacation pay as accrued during the current year.
- (122) An employee who retires on pension shall be entitled, on date of retirement, to vacation pay for the following calendar year prorated on the basis of one-twelfth normal vacation pay for each full month completed on the active payroll by the employee during the year in which he retires.

In some cases, the contracts provided that any vacation due the employee could be taken, if possible, before the date of retirement.

- (123) Employees who retire during the year may be granted their vacation before their retirement date if it can be scheduled.
- (124) An employee who retires for any reason other than physical disability will be given the full vacation to which he is entitled by his years of service, without regard to the number of months worked in the calendar year, provided there is sufficient time in the calendar year for such vacation prior to his retirement date.

Effect of Termination. Over 70 percent of agreements providing paid vacations set forth the conditions under which an employee could receive vacation pay if his employment was terminated for reasons other than retirement (table 17). Of these, two-thirds granted the employee all vacation earned up to the time of termination without any qualifications as to the reasons for severance.

- (125) An employee who quits or is discharged before he has been granted a vacation... shall be paid vacation allowance at the time of such quit or discharge, limited to the vacation for which he was eligible at that time and would have been granted during the current year had he continued to work for the company.
- (126) Any employee who quits or is terminated shall be paid any vacation pay for which he or she has qualified during the previous calendar year but which he or she has not received.
- (127) In the event of cessation of the employer's business for any reason whatsoever including, but not limited to, sale, bankruptcy, reorganization, merger, consolidation, or receivership, or in the event of termination of employment of any individual worker, the above vacation allowance shall be immediately due and payable.

A significant number of clauses (68) granted vacation pay only for certain separation grounds. These could include layoff, disability, death, and even voluntary quits. Where reasons for disallowing vacation benefits were set forth, they usually involved discharge for cause or gross misconduct and occasionally voluntary quits as well:

- (128) In the event that an employee becomes disabled by reason of sickness or injury, or terminates his employment with the company for any reason other than discharge for cause, or in the event of death of an employee, he (or his beneficiary) shall be paid the vacation allowance earned for that vacation period.
- (51) Employees entitled to a vacation who are laid off, quit, or resign, or who are discharged shall be entitled to vacation pay, with the exception of any employee who is discharged for gross misconduct.

In the event an employee dies before receiving the vacation pay to which he or she is entitled, such vacation payment shall be made to his or her estate.

- (129) If an employee has six (6) months, or more, seniority at the time employment terminates, proportional vacation pay shall be paid provided the reason for termination is:
- 1. Layoff for lack of work.
- 2. Resignation with two (2) weeks' written notice.
- 3. Dismissal for reasons of health.
- 4. Dismissal for failure to qualify on the job.
- 5. Resignation while on official leave of absence provided that the employee gives the personnel department written notice of at least two (2) weeks . . . all employees who quit, resign, are dismissed or discharged except as specified (above) shall receive no proportional vacation pay.

Under one variation, the clause listed only exclusions from vacation allowances, and thereby implied that termination for any other ground would permit vacation payments. Again, as a rule discharge for cause and, less often, voluntary quits without notice, were the stipulated conditions for nonpayment:

- (130) Any employee who is discharged for just cause prior to actually taking his vacation in any particular year forfeits any right to a vacation with pay or to vacation pay in lieu thereof.
- (131) An employee, even though eligible for a vacation, forfeits the right to receive vacation benefits under this article if:
- a. He quits without giving one week written notice to the supervisor, or
- b. He is discharged prior to receiving vacation pay or vacation allowance.

Entering or Returning From Military Service. Only 21 percent of the 447 agreements providing paid vacations made specific mention of entering or returning from military service (excluding National Guard and Reserve summer camps) (table 18). Of these, most prorated the employee's vacation allowance up to the time of his entrance into military service. A lesser number of contracts also applied this formula on his return:

- (132) Any employee who volunteers or is called into active service shall receive his prorated vacation money with his leave of absence.
- (133) Employees entering the U.S. Armed Forces will be paid their earned pro rata vacation grant through the last day of the month of active employment.
- (134) A veteran... who is reinstated to active employment will be eligible on April 5 (qualifying date) following his reinstatement to a vacation payment... (percentage) of his total earnings from date of his reinstatement to April 5.

More often, a full vacation allowance was granted to employees returning from military service than to those entering it:

- (135) Veterans who return from military leave of absence and are reinstated in active employment are entitled to a full regular vacation within the calendar year of their reinstatement unless they have already received a portion or all of their regular vacation within the calendar year in which case they will be eligible to receive only the balance of their regular vacation within that calendar year.
- (136) Any employee who shall be reemployed . . . shall receive . . . vacation pay or a vacation allowance in lieu thereof irrespective of the date in such year on which he shall be so reemployed.
- (137) Any employee who leaves the company at any time during the year to enter directly into military service will receive, at time of leaving, the vacation allowance to which he would have been entitled during the vacation season providing he has a minimum of six months' continuous service credit and has had no vacation allowance during the year.

Vacations for Part-Time Workers

Of the 447 agreements analyzed in detail, only 56 agreements specifically referred to vacation benefits for part-time employees. Of these, four barred such allowances. The remainder provided prorated vacation pay:

- (138) The pay of each part-time employee for vacation purposes shall consist of straight-time pay for the average number of hours the employee was scheduled to work per week during the first four of the five calendar weeks immediately preceding the vacation plus the average amount of evening and night differential payments received by the employee per week for time worked during said period.
- (139) The vacation with pay of a part-time employee shall be reduced . . . by applying the ratio of his part-time weekly scheduled hours to forty (40) hours . . .

As a rule, the length of a prorated vacation for part-time employees, similar to time off for regular full-time employees, was determined by length of service:

- (140) For the purposes of determining vacation eligibility regular part-time employees shall accumulate vacation eligibility on the basis of continuous service...
- (141) Part-time employees, including clerks helpers, shall be entitled to vacation pay on each anniversary date of their employment, prorated on the basis of the average straight-time hours worked during the preceding year, according to the vacation formula (relating vacation allowances to years of service) set forth above.

Communications and retail trade accounted for over one-half of this type provision. In both industries part-time employment is widespread. Unions ask for prorated benefits not only to raise conditions for part-time employees, but also to safeguard full-time employees against a movement to part-time employment because of less costly fringe benefits.

Chapter IV. Innovations in Vacation Plans

Extended Vacation Plans

As noted earlier, 76 agreements covering 584,200 workers have negotiated extended vacation plans. These were found in 11 different industry groups, as follows:

| | Agreements | Workers (in thousands) |
|----------------------------------|------------|---------------------------|
| All industries | 76 | 584. 2 |
| Manufacturing | 7 0 | 569.7 |
| Ordnance and accessories | 1 | 3.9 |
| Tood and kindred products | 3 | 12.6 |
| Chemicals and allied products | 1 | 5.9 |
| Stone, clay, and glass products | 1 | 4.0 |
| Primary metal industries | 54 | 491.6 |
| Fabricated metal products | 4 | 11.5 |
| Machinery (except electrical) | 3 | 23.6 |
| Transportation equipment | 2 | 15.8 |
| Instruments and related products | 1 | 1.0 |
| Nonmanufacturing | 6 | 14.5 |
| Mining, crude petroleum and | | |
| natural gas production | 5 | 12. 2 |
| Utilities: Electric and gas | 1 | 2.3 |

NOTE: Because of rounding, sums of individual items may not equal totals.

Extended vacation plans were designed to expand job opportunities and reduce layoffs. The steel industry, in fact, had negotiated a Savings and Vacation Plan, effective July 1, 1962, which called for employer contribution to a special fund to build vacation credits for additions to regular vacations. The credits provided for 1 extra week's pay on retirement for each 5 years of service before 1960 and an additional week's vacation for each 2 years worked after 1960. The extra weeks could be used as vacations or could be saved for use in layoff, extended illness, or similar situations. To regularize employment, workers were required to take time off during their vacation periods.

In October 1962, the Steelworkers negotiated the first extended vacation plan in the can industry and in June 1963 reached agreement on a similar program in the steel industry. Later, in steel fabrication and aluminum, arrangements resembling steel's also were negotiated. Briefly, the steel plan provided for 13 week's paid vacation (including regular vacations) for senior employees every 5 years. To equalize costs among companies, the extended vacation was granted to the senior half of the workers in each plant.

In 1968, the extended vacation plan was revised to provide workers in the junior group with an additional 3 weeks of vacation every 5 years. ¹⁷ Like its predecessor, the plan was funded with company contributions.

A somewhat different plan was negotiated between aluminum companies and the USA. Unlike the steel arrangement, extended vacation plans were not funded. These plans provided for 10 weeks' vacation and 13 weeks' pay every 5 years. Employees were eligible after 1 year of service.

Another variation on the extended vacation plan resembles the steel industry's first version of the saving vacation plan. In food and kindred products, vacations of 5, 6, and 7 weeks have been negotiated as an employment regularizing measure:

(142) All vacations earned in excess of 4 weeks each year are to be banked and used for purposes of employment stabilization on terms and conditions to be agreed upon between the company and the union.

Since the extra weeks of vacation accrue to senior employees after 14, 19, and 23 years of service in this provision, it benefits junior members of the labor force in the same manner that an extended vacation plan does, i.e, it retains low service employees in jobs during slack periods while senior workers take earned vacations.

Under a more recent plan, a chemical employer provided a "merit vacation" which permits workers at various lengths of service intervals to take additional weeks of vacation once during a 5-year span. Thus a worker with 10 years of service has 2 extra weeks which he may take during the 5 years and a 25-year man will have 5 additional weeks:

(143) Merit Vacation—An employee who has become eligible for standard vacation, will earn additional vacation as follows: After 5 years of creditable service, he shall be entitled to 5 additional days of vacation during the ensuing 5-year period. After 10 years of creditable service, he shall be entitled to 10 additional days of vacation during the ensuing 5-year period. After 15 years of creditable service, he shall be entitled to 15 additional days of vacation during the ensuing vacation period. After 20 years of creditable service, he shall be entitled to 20 additional days of vacation during the ensuing 5-year period. After 25 years of creditable service, he shall be entitled to 25 additional days of vacation during each 5-year period thereafter. 18

The tabulation (page 43) shows that extended vacation plans have not become widespread. They are concentrated mainly in primary metals and ancillary industries

¹⁷ The full vacation provision, including selected relevant contract appendixes on the vacation bonus, from the agreement between the United States Steel Corporation and the United Steelworkers of America (AFL-CIO) appears in appendix B. The Savings and Vacation Plan applicable to all the major basic steel companies appears in appendix C.

and principally involve the United Steelworkers. Although extended vacations are perhaps more numerous than the data indicates, they have not become a major goal in collective bargaining.

Vacation Bonus Arrangements

In 1968, the primary steel industry negotiated a vacation bonus for employees. The new clause provided that workers would receive \$30 for each week of vacation. Thus a worker scheduled to take 3 weeks' vacation would receive an extra \$90 in his vacation pay envelope and one earning 4 weeks' vacation would be paid an extra \$120. In the year in which the worker was scheduled to take his extended vacation, his bonus would not be paid. ¹⁹ The new provision spread to the aluminum industry where the Steelworkers, along with the Aluminum Workers, represent most of the production workers.

Vacation bonus arrangements have been negotiated in other industries as well. Most major agricultural implement manufacturers now pay vacation bonuses. Whereas the total amount in steel and aluminum is graduated according to the number of weeks of vacation, farm equipment plans provide flat sums. Allis-Chalmers, for example, will provide for workers at its West Allis plant, under an agreement negotiated with the Automobile Workers. (Ind.), a flat sum vacation bonus of \$25 in 1969, which is scheduled to rise to \$75 in 1970.

The Affiliated Restaurateurs, Inc., in New York City, an association of restaurant operators, for some years has had an agreement with the Hotel and Restaurant Employees (AFL—CIO) to provide a graduated bonus to workers going on vacation. In their 1968 negotiations, the amounts were increased. A waiter, waitress, or busboy taking a 1 week vacation will receive \$20 in addition to normal vacation pay which increases in \$10 increments to \$40 for 3 weeks' vacation.

Automobile agreements, although not providing vacation bonuses such as those just described, make provision for extra payments. In the American Motors Corporation contract with the UAW, for example, additional vacation payments of 40 hours were scheduled to be made in 1968 and 1969 from its progress sharing trust, providing that the trust had sufficient money to meet this obligation. The General Motors agreement, also with the UAW, provided for a vacation pay allowance and 40 hours of "paid absence allowance." The latter, which was not accumulative, could be used at any time, in minimum amounts of 4 hours, for illness, for personal business, or as a leave of absence for vacation.²⁰

¹⁹ See appendix B for an illustrative vacation clause in the steel industry which includes the vacation bonus.

²⁰ See appendix B for an illustrative vacation clause in the automobile industry.

Table 1. Vacation Plans in Major Collective Bargaining Agreements by Industry, 1966-67 1

(Workers in thousands)

| | Nı | Agreements providing paid vacations | | | | | | | | | ements | |
|---|-----------------|-------------------------------------|-----------------|-----------------|-----------------|-----------------------|------------------|--------------------|-----------------|--------------------------------|-----------------|---------|
| Industry | | studied Total | | Graduated plans | | | vacation unds | Other plans 2 | | providing no paid vacations | | |
| | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers |
| All industries | 1,970 | 7,779.7 | 1,771 | 7, 075.8 | 1,556 | 5, 949. 2 | 132 | 746.8 | 83 | 379. 9 | 199 | 703. 9 |
| Manufacturing | 1, 113 | 4, 324. 2 | 1,106 | 4, 307. 9 | 1,034 | 3, 92 1, 1 | 31 | 2 12. 6 | 41 | 144.3 | 7 | 16.3 |
| Ordnance and accessories | 19 | 61.4 | 19 | 61. 4 | 17 | 58, 3 | - | | 2 | 3. 1 | - | - |
| Food and kindred products | 124 | 380.3 | 124 | 380.3 | 124 | 380, 3 | - 1 | - | - | • | - | - |
| Tobacco manufactures | 13 | 28, 2 | 12 | 27. 2 | 12 | 27. 2 | - 1 | - | | - | 1 1 | 1.0 |
| Textile mill products | 28 | 69.6 | 28 | 69.6 | 24 | 49.2 | 1 1 | 10.0 | 3 | 10.4 | - 1 | - |
| Apparel and other finished products | 55 | 395, 5 | 50 | 381.3 | 20 | 149.7 | 27 | 225, 0 | 3 | 6.6 | 5 | 14. 3 |
| Lumber and wood products, except furniture | 13 | 24.5 | 13 | 24. 5 | 12 | 21.4 | - | • | 1 | 3. 1 | - | |
| Furniture and fixtures | 19 | 30.1 | 19 | 30. 1 | 18 | 27. 1 | - 1 | - | 1 | 3, 0 | 1 - 1 | - |
| Paper and allied products | 58 | 121,0 | 58 | 121.0 | 58 | 121.0 | - 1 | - | - 1 | - | - | - |
| Printing, publishing, and allied industries | 33 | 65.7 | 33 | 65. 7 | 13 | 16.8 | _ | - | 20 | 48, 9 |) - | - |
| Chemicals and allied products | 68 | 125.6 | 68 | 124.3 | 64 | 119.6 | - ! | - | 4 | 4.7 | - | - |
| Petroleum refining and related industries | 21 | 48.7 | 21 | 48. 7 | 21 | 48. 7 | _ | _ | | - | - | |
| Rubber and miscellaneous plastics products | 24 | 111.1 | 24 | 111.1 | 23 | 107.4 | 1 | 3, 7 | | _ | _ | _ |
| Leather and leather products | 25 | 71.5 | 25 | 71.5 | 23 | 67. 6 | l i l | 1. 7 | l 1 | 2, 2 | | _ |
| Stone, clay, and glass products | 42 | 122.6 | 42 | 122.6 | 40 | 119.8 | : | ** ' | 1 2 i | 2.8 | _ | _ |
| Primary metal industries | 112 | 576.7 | 112 | 576.7 | 112 | 576.7 | | _ | [] | | _ | _ |
| Primary metal industries | 61 | 142.7 | 61 | 142.7 | 1 61 | 142.7 | [| | | _ | | _ |
| Fabricated metal products | | 338.8 | | 338.8 | 128 | 337. 8 | - 1 | - | l i l | 1.0 | | _ |
| Machinery, except electrical | 129 | | 129 | | | | - | - | , - i | 1.0 | 1 | 1.0 |
| Electrical machinery, equipment, and supplies | 110 | 408.8 | 109 | 407.8 | 109 | 407.8 | -) | - | - 1 | F0 - | 1 · . | 1.0 |
| Transportation equipment | 121 | 1, 122. 7 | 121 | 1, 122. 7 | 118 | 1, 064, 2 | - | - | 3 | 58. 5 | · - | - |
| Instruments and related products | 25 | 50, 2 | 25 | 50, 2 | 25 | 50, 2 | 1 : 1 | | - | - |) - | - |
| Miscellaneous manufacturing | 13 | 29.1 | 13 | 29. 1 | 12 | 28. 1 | 1 | 1.0 | - | - | - | - |
| Nonmanufacturing | 857 | 3, 455. 6 | 665 | 2, 767. 9 | 523 | 2, 026.8 | 101 | 505, 5 | 42 | 235. 6 | 192 | 687.7 |
| Mining, crude petroleum, and natural | | | _ | | | | | | | | | |
| gas production | 21 | 120, 6 | 21 | 120.6 | 18 | 29.6 | - | | 3 | 91.0 |] - | - |
| Transportation 3 | 98 | 624.9 | 98 | 624.9 | 78 | 515.0 | 11 | 49.8 | 9 | 60. 1 | - : | |
| Communications | 90 | 562.5 | 85 | 522, 5 | 84 | 516.5 | 1 - { | - | 1 | 6.0 | 5 | 40.0 |
| Utilities: Electric and gas | 81 | 185.3 | 80 | 184. 1 | 80 | 184. 1 | - | - | | - | 1 | 1.2 |
| Wholesale trade | 22 | 38.8 | 21 | 37.6 | 20 | 36. 6 | - | - | 1 1 | 1.0 | 1 | 1.2 |
| Retail trade | 129 | 343.9 | 129 | 343.9 | 126 | 334. 4 | 2 | 7.6 |] 1 | 2. 0 | - | - |
| Hotels and restaurants | 47 | 178.4 | 47 | 178, 4 | 46 | 173.1 | - | - | 1 | 5. 4 | | - |
| Services | 72 | 274.9 | 67 | 224.7 | 62 | 209.6 | - | - | 6 | 15.1 | 5 | 50, 2 |
| Construction | 292 | 1,118.3 | 113 | 504.6 | 5 | 21, 3 | 88 (| 448.2 | 20 | 55, 2 | 179 | 593.7 |
| Miscellaneous nonmanufacturing | 5 | 8.3 | 4 | 6. 9 | 1 4 | 6.9 | ! | - | | | 1 i | 1.4 |

Includes basic vacation plans only, and excludes extended vacations or savings and vacation plans.
Excludes agreements providing for uniform allowances regardless of length of service, ratio-to-work plans, plans with combined features of several different types of vacation arrangements, and plans whose details were not available.
Excludes railroad and airline industries.

Table 2. Type of Vacation Plans in Major Collective Bargaining Agreements by Type of Employer Unit, 1966-67

(Workers in thousands) Type of employer unit Total Type of plan Single employer Multiemployer Workers Agreements Agreements Workers Agreements Workers Total agreements studied 1.970 7,779.7 1,165 4,380.1 805 3, 399. 7 Total with vacation provisions ____ 1,771 7,075.8 1,163 4,362.1 608 2,713.8 Graduated plan-vacation period and pay vary by length of service
Uniform plan—same vacation
period to all eligible work-1,556 5,949.2 1,149 4,286.8 407 1,662.4 ers; vacation pay based on employee's earnings! 11 106.3 11 106.3 Uniform plan-same vacation period and pay to all eligible workers ____ 7 24.1 3 4.1 4 20.0 Employer contribution to pooled vacation fund 132 746.8 1.3 131 745.5 Ratio-to-work plan (based on days or hours worked rather than length of service)____ 44 141.0 2.5 42 138.5 Reference to vacation planno details given 18 49.9 10.3 12 39.6 Other 2 58.7 57.1 1.6 Total without vacation provisions _____ 199 703.9 18.0 197 685.9

¹ In computing the proportion of graduated plans for maximum length of vacation, these 11 plans were included, because vacation pay in each was graduated, although the vacation period was uniform. See chart 1, p. 6.
² Includes combined vacation and sick leave allowance, and plans which combined features of several of the vacation provisions shown separately.

Table 3. Maximum Length of Vacation 1 Provided in Graduated Plans, Major Collective Bargaining Agreements by Industry, 1966-67

(Workers in thousands) 5 weeks 6 weeks 4 weeks Total 2 weeks Less than 3 weeks 3 1/2 weeks and and and and graduated 2 weeks 2 51/2 weeks 5 4 1/2 weeks 4 more 6 21/2 weeks 3 Industry plans Agree-Agree-Agree-Agree-Agree Agree-Agree-Agree-Workers Workers Workers Worker Workers Workers Workers Worker ments ments ments ments ments ments ments All industries -----. 460. 7 29 91.2 941 3,679.0 156 409.3 88.4 11.6 82 209.0 306 1,556 5, 949, 2 116 324.5 35 78.9 2.211.9 52 122.3 201 093.1 28 89, 2 600 Manufacturing-----1.034 3, 922, 4 2 2.6 13 40.7 Ordnance and accessories-----35. Ś 5 10.9 284.3 13 3 10.1 87 14 Food and kindred products -----124 380.3 2 2. 4 37. 2 10 24.8 12 27. 2 1.1 1 1.3 Tobacco manufactures-----2 3.0 2 4. Z 1 3. 2 Textile mill products -----24 49, 2 16 35. 2 3 3. 7 20 11 24, 1 9 125.7 Apparel and other finished products -----149.7 12 2 4. 4 ģ 16.0 1 Lumber and wood products, except furniture -----21.4 3.6 1.1 14 22. 4 Furniture and fixtures -----18 27.1 1 30 44.0 16 45.7 7 23, 7 58 5 7.7 Paper and allied products -----121.0 11 14.4 Printing, publishing, and allied industries -----13 2 2.4 16.8 11 21.5 5.9 37 67.0 12 18.7 3 7.9 1 120.9 Chemicals and allied products -----64 21 7 18.9 14 29.8 Petroleum refining and related industries---48.7 2 4. 2 7. 5 13 88.6 Rubber and miscellaneous plastics products -----23 107, 4 5, 7 10 32.7 10 29.2 23 67.6 Leather and leather products-----6 1.0 85.2 Stone, clay, and glass products -----40 119.8 2 5. 0 5 7. 0 9.7 24 2 2.2 2. 3 10 15.7 2.7 91 538.8 15. 1 112 576. 7 1 Primary metal industries -----16 ī 5. 0 41 97.8 2, 5 61 142.7 2 3.3 34. 1 Fabricated metal products -----16 29. 3 1.3 2 6.0 25 98.7 6.8 79 195.8 Machinery, except electrical 128 337.8 5, 0 2 20 38. 1 2.0 80 347.8 8.5 Electrical machinery, equipment, and supplies -----109 407.8 1 1.5 4.9 36 46.1 57 392.8 11 32, 8 1.0 118 1,064.2 1 1.0 590.7 12 Transportation equipment -----1.5 Instruments and related products -----6 10.9 1 1.1 17 36, 9 25 50. 2 9 24. 1 2.0 1 2, 0 Miscellaneous manufacturing -----12 28. 1 341 40 84.8 9.6 105 367.7 2.0 , 467. 1 Nonmanufacturing -----522 2,026.8 9.0 30 86.7 Mining, crude petroleum, and natural 17.6 18 29.6 gas production -----59 458.6 23. 3 2 7.8 Transportation 7 78 515.0 9 23.4 1 2.0 83 515.5 1.0 Communications -----84 516.5 Utilities: Electric and gas -----80 63 155.1 17 29.0 184 1 15 2. 5 3 4. 0 26.6 Wholesale trade 20 36.6 1 86 224, 0 9 21. 9 Retail trade-----30 126 334.4 2, 0 86.5 46 173.1 14 36.0 30 133.3 2 3.8 Hotels and restaurants 27 20 59.0 1 27.9 112, 2 9.0 11 Services ----61 209.6 2 -1 1.8 21.3 3 18.3 1.2 Construction -----

5. 2

6.9

Miscellaneous nonmanufacturing -----

¹ Agreements which provided pay in lieu of vacation were classified according to the number of weeks' pay provided; when vacation pay was expressed as percentage of total annual earnings, 2 percent was considered equivalent to 1 week's vacation.

l agreement granted l week's vacation, and 3 granted 1 1/2 weeks. 76 agreements granted 2 weeks' vacation, and 6 granted 2 1/2 weeks.

⁹²⁵ agreements granted 4 weeks' vacation, and 14 granted 4 ½ weeks. 154 agreements granted 5 weeks' vacation, and 2 granted 5 ½ weeks.

³³ agreements granted 6 weeks' vacation, and 5 granted more than 6 weeks.

Excludes railroad and airline industries.

Table 4. Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 1966-67

(Workers in thousands) 1/2 week l week 1 1/2 weeks 2 weeks 2 1/2 weeks 3 weeks 3 1/2 weeks Length of service required Agree-Agree-Agree-Agree-Agree-Agree-Workers Agree-Workers Workers Workers Workers Workers Workers ments ments ments ments ments ments ments Total -----331 995.1 1.349 5.092.6 342 1.551.5 1,505 5, 813, 2 258 1, 380, 1 5,648,4 1,444 163 63**2.** 6 201.3 Less than 6 months 79 31 58.8 6 months but less than I year -----252 793.8 238 908.8 73 212, 4 31 78.8 1 3.5 1.2 l vear 1.077 4, 103, 6 29 83.8 302 1, 210. 4 19.0 7 9 22. 1 Over 1 but less than 2 years -----2.0 45 152, 8 12 30.5 1.0 117.1 2 44 355 2 years-----19.4 145.9 1, 196, 9 11.4 6 21.0 3 years-----142 919.1 506 1,950.2 29 234.9 13 35. 7 2.0 4 years-----3, 0 26 103.9 58. 5 3 12.6 5 years-----1 1. 1 269 1, 216. 2 41 135.8 155 552. 1 6 years-----1 1.0 11.9 16. 3 8. 5 23 61.0 12.9 8 years-----48 26.9 146.9 9 years-----12.0 20 35. 2 25. 4 101 732. 5 824 3.133.3 28 234. 3 11 years -----11.7 44 365, 4 12 years -----11 34.8 84 157.4 3, 8 11 32. 7 14 years -----9 6 12, 4 15 years -----2 3.0 185 926.7 36 109.7 R 17.7 17 years -----2 3.9 24 106.4 18 years -----1.4 19 years -----11.7 20 years -----3 25. 4 1 8 1.0 25.6 24 56. 4 21 years -----3, 7 22 years -----26.9 23 years -----1 3. 2 24 years -----25 years -----1 1.4 11 30.0 26 years -----27 years -----28 years -----29 years -----30 years ----2 19.4 35 years -----Over 35 years----2 19.4

8.2

2, 0

See footnotes at end of table.

Other -----

2. 0

Table 4. Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1966-67-Continued

(Workers in thousands) Over 4 weeks 4 1/2 weeks 5 weeks 5 1/2 weeks 6 weeks 6 weeks Length of service required Agree Agree-Agree-Agree-Agree-Agree-Workers Workers Workers Workers Workers Workers ments ments ments ments ments ments Total ----485.7 1.119 4.136.1 90. 2 190 34 10.4 88.4 14.1 Less than 6 months ----6 months but less than 1 year ----1 vear -----Over 1 but less than 2 years ----2 years--5, 3 3 years-----4 years-----21.5 5 years----6 years----7 years-----2 4.3 8 years-9.0 9 vears-----10 years -----63 121.7 2.0 3 8.9 11 years 1 1. 2 2.5 12 years -----8 15.9 13 years -----3.8 14 years -----2 1 3 15 years -----133 547.4 2.3 4 6.1 12.4 16 years -----406.4 2, 5 43 17 years -----5.0 13.3 1 18 years -----47 141.0 2 4. 1 19 years -----21.4 20 years -----455 1, 345. 5 10 21.0 50 95.4 1.8 2 7.1 21 years -----3 7.1 6 13.2 22 years -----12 24. 3 4.0 5 7.7 1. 2 23 years -----11.1 1.6 24 years -----18.9 11.6 25 years -----303 1,407.3 8 29.6 87 272.3 4.3 9.7 26 years -----3, 2 1 1.7 3 1.3 27 years -----4, 5 28 years -----1 1.8 1 4 6, 2 29 years -----2. 5 2 2, 2 24 59.6 12 31.6 1.0 13 35 years -----29.3 Over 35 years 2 6.0 3.2 5.0

^{1 1,556} agreements covering 5,949, 150 workers.

Table 5. Vacation Allowances in Uniform and Graduated Plans, Major Collective Bargaining Agreements by Length of Service, 1966-67

| Y Ab C | Agreements | | Wor | kers | T. atlacta is | Agree | ments | Workers | |
|----------------------------------|------------|-------------|--------------------------|------------------|-------------------------------------|-----------|-------------|--------------------------|--------|
| Length of service | Number | Percent 1 | Number (in thousands) | Percent 1 | Length of service | Number | Percent 1 | Number (in thousands) | Percen |
| Total with paid vacation | 1, 567 | 100.0 | 6, 055. 4 | 100.0 | After 12 years of service—Continued | ' | | | |
| | | | | | 2 weeks | 188 | 12.0 | 538. 3 | 8.9 |
| | | | | | Over 2 and under 3 weeks | 124 | 7.9 | 813.4 | 13.4 |
| ter less than I year of service: | 1 | | i | | 3 weeks | 1,121 | 71.5 | 4, 213.5 | 69. |
| Under 1 week | 238 | 15. 2 | 745.3 | 12. 3 | Over 3 and under 4 weeks | 32 | 2.0 | 249.6 | 4. |
| Over 1 and under 2 weeks | 196 59 | 12, 5 | 758.6 183.7 | 12, 5 3, 0 | 4 weeks | 84 2 | 5.4 | 168.9 | 2.8 |
| 2 weeks | 27 | 1.7 | 74, 5 | 1. 2 | 5 weeks | 5 | .1 | 16.5 | : |
| Over 2 and under 3 weeks | 3 | . 2 | 3, 5 | . 1 | After 15 years of service: | , | | 10.5 | • • • |
| 3 weeks | i | . 1 | 1. 2 | (²) | 1 week | 5 | . 3 | 16.9 | |
| Prorated | 5 | . 3 | 8.3 | `. i | Over 1 and under 2 weeks | 6 | . 4 | 34.0 | |
| No vacation allowance | 1,038 | 66. 2 | 4, 280. 5 | 70.7 | 2 weeks | 89 | 5.7 | 306.7 | 5. |
| fter 1 year of service: | | | 1 | | Over 2 and under 3 weeks | 11 | . 7 | 38.0 | • |
| Under 1 week | 3 | . 2 | 25. 4 | 4 | 3 weeks | 1, 181 | 75.4 | 4,769.7 | 78. |
| 1 week | 1, 177 | 75. 1 | 4,514.6 | 74.6 | Over 3 and under 4 weeks | 46 | 2.9 | 144.0 | 2. |
| Over 1 and under 2 weeks2 weeks | 30 332 | 1.9 | 87.3 1,369.0 | 1.4 22.6 | 4 weeks | 214 5 | 13.7 | 707.8 | 11. |
| Over 2 and under 3 weeks | 332 | .4 | 1, 369. 0 | . 3 | 5 weeks | 6 | . 3 | 10.8 | : |
| 3 weeks | l ii | . 7 | 24. 3 | . 4 | 6 weeks | 4 | .3 | 17.0 | : |
| 4 weeks | i | i | 1, 2 | (²) | After 20 years of service: | • | | 1 * [| • |
| No vacation allowance | 6 | .4 | 14.7 | `. 2 | l week | 5 | . 3 | 16.9 | |
| fter 2 years of service: | 1 | | | ļ | Over 1 and under 2 weeks | 3 | . 2 | 8.6 | |
| Under I week | 1 | . 1 | 2.5 | (²) | 2 weeks | 83 | 5.3 | 306.9 | 5. |
| l week | 770 | 49.1 | 3, 167. 4 | 52. 3 | Over 2 and under 3 weeks | 8 | . 5 | 14.2 | |
| Over 1 and under 2 weeks | 70 | 4, 5 | 211.0 | 3.5 | 3 weeks | 613 | 39. 1 | 2,882.7 | 47. |
| 2 weeks | 691 | 44. 1 | 2, 482. 9 | 41.0 | Over 3 and under 4 weeks | 56 | 3.6 | 138.7 | 2. |
| Over 2 and under 3 weeks3 weeks | 10 | 1 .6 | 35.9 | . 6 | 4 weeks Over 4 and under 5 weeks | 720 | 45.9 | 2, 522. 1 | 41. |
| 4 weeks | 23 | 1.5 .1 | 149.4 | 2.5 | 5 weeks | 14 56 | . 9 3. 6 | 29.3 | ٠,٠ |
| fter 3 years of service: | 1 2 | . 1 | 0, 5 | . 1 | 6 weeks | 5 | 3.6 | 17.6 | 1, |
| l week | 165 | 10.5 | 436.0 | 7, 2 | 7 weeks | 4 | . 3 | 13. 2 | : |
| Over 1 and under 2 weeks | 160 | 10. 2 | 978, 6, | 16. 2 | After 25 years of service: | _ | | 1 | • |
| 2 weeks | 1, 163 | 74. 2 | 4, 172, 1 | 68.9 | l week | 5 | . 3 | 16.9 | |
| Over 2 and under 3 weeks | 37 | 2. 4 | 263.6 | 4, 4 | Over 1 and under 2 weeks | 3 | . 2 | 8.6 | |
| 3 weeks | 37 | 2.4 | 187. 8 | 3, 1 | 2 weeks | 83 | 5.3 | 306.9 | 5, |
| Over 3 and under 4 weeks | 1 | . 1 | 2, 0 | (²) | Over 2 and under 3 weeks | 6 | . 4 | 11.7 | |
| 4 weeks | 4 | .3 | 15, 5 | .3 | 3 weeks | 308 | 19.7 | 1, 446, 3 | 23. |
| fter 5 years of service: | | | | ۱ _ | Over 3 and under 4 weeks | 29 | 1.9 | 92.6 | 1. |
| Over 1 and under 2 weeks | 8 7 | .5 | 42, 3 | .7 | 4 weeks | 955 | 60, 9 | 3, 701. 1 | 61. |
| 2 weeks | 1, 287 | 82. 1 | 19.1 4.997.5 | . 3 82. 5 | 5 weeks | 14 147 | . 9 9, 4 | 41.1 387.3 | 6. |
| Over 2 and under 3 weeks | 64 | 4. 1 | 232, 6 | 3.8 | Over 5 and under 6 weeks | 2 | 7. 1 | 4.3 | 0. |
| 3 weeks | 188 | 12.0 | 733.7 | 12.1 | 6 weeks | 10 | .6 | 19.3 | : |
| Over 3 and under 4 weeks | 2 | . 1 | 2.9 | (²) | 7 weeks | 3 | . 2 | 13,0 | |
| 4 weeks | 10 | .6 | 25. 4 | `.'4 | 8 weeks | 2 | . 1 | 6.7 | |
| Over 4 and under 5 weeks | 1 | . 1 | 2.0 | (²) | After 30 years of service: | | 1 | 1 ! | |
| fter 10 years of service: | | 1 | ĺ | | l week | 5 | . 3 | 16.9 | |
| 1 week | 5 | .3 | 16.9 | . 3 | Over 1 and under 2 weeks | 3 | . 2 | 8.6 | |
| Over 1 and under 2 weeks | 1 3,6 | 30.4 | 34.0 | , 6 | 2 weeks | 80 | 5.1 | 286.3 | 4. |
| Over 2 and under 3 weeks | 314 128 | 20.0 8.2 | 1,078.1 801.0 | 17.8 13.2 | Over 2 and under 3 weeks3 weeks | 9 305 | 10.5 | 32.3 | 23. |
| 3 weeks | 1,002 | 63.9 | 3, 708. 4 | 61. 2 | Over 3 and under 4 weeks | 28 | 19.5 | 1, 442. 3 86. 6 | 23. |
| Over 3 and under 4 weeks | 31 | 2.0 | 246.8 | 4.1 | 4 weeks | 928 | 59. 2 | 3, 638, 4 | 60. |
| 4 weeks | 76 | 4.9 | 154.8 | 2.6 | Over 4 and under 5 weeks | 14 | 37.5 | 42.1 | |
| Over 4 and under 5 weeks | i | l ii | 2.0 | (²) | 5 weeks | 165 | 10.5 | 426.1 | 7. |
| 5 weeks | 4 | . 3 | 13.5 | `. 2 | Over 5 and under 6 weeks | 2 | .i | 4, 3 | |
| fter 12 years of service: | Ī | Ì | 1 | | 6 weeks | 22 | 1.4 | 51.1 | |
| l week | 5 | . 3 | 16.9 | . 3 | 7 weeks | 4 | . 3 | 14.0 | . : |
| Over 1 and under 2 weeks | 6 | . 4 | 34.0 | .6 | 8 weeks | 2 | .1 | 6.7 | . 1 |

Percentages are cumulative, thus, the proportion receiving 2 weeks' vacation pay after 5 years of service includes those who become eligible for this allowance at earlier service levels.

Less than 0.05 percent.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 6. Identical Graduated Vacation Plans Found in 10 or more Major Collective Bargaining Agreements, 1966-67 1

| Graduated vacation plans (maximum allowance) | Agreements | Workers (in thousands) |
|---|------------|---------------------------|
| Total accounted for | 656 | 3, 429.7 |
| 2 weeks | | |
| week for 1 year, 2 weeks for 2 years | 13 | 34. 0 |
| week for 1 year, 2 weeks for 3 years | 12 12 | 30, 0 39, 0 |
| 3 weeks | | |
| week for 1 year, 1 ½ weeks for 3 years, 2 weeks for 5 years, | | |
| 2½ weeks for 10 years, 3 weeks for 15 years | 16 | 516. 3 |
| week for 1 year, 2 weeks for 2 years, 3 weeks for 10 years | 27 23 | 74.8 |
| week for 1 year, 2 weeks for 3 years, 3 weeks for 10 years———————————————————————————————————— | 23 12 | 56. 6 19. 8 |
| week for 1 year, 2 weeks for 5 years, 3 weeks for 15 years———————————————————————————————————— | 23 | 52, 8 |
| 4 weeks | | <u> </u> |
| week for 6 months, I week for I year, I 1/2 weeks for more than I year, | 10 | |
| 2 weeks for 2 years, 3 weeks for 10 years, 4 weeks for 25 years | 19 | 97. 5 |
| 3 weeks for 10 years, 4 weeks for 20 years | 13 | 50, 4 |
| 3 weeks for 10 years, 4 weeks for 20 years | 13 | 26. 3 |
| week for 6 months, 2 weeks for 1 year, 3 weeks for 10 years, 4 weeks for 25 years | 27 | 140.5 |
| week for 6 months, 2 weeks for 2 years, 3 weeks for 10 years, 4 weeks for 25 years | 27 | 212.0 |
| week for 1 years, 1 ½ weeks for 3 years, 2 weeks for 5 years, 2½ weeks for 10 years, 3 weeks for 15 years, 4 weeks for 20 years | 12 | 28. 2 |
| week for 1 year, 1 1/2 weeks for 3 years, 2 weeks for 5 years, 3 weeks | 16 | 113.3 |
| for 10 years, 4 weeks for 20 years ———————————————————————————————————— | 10 | 34. 7 |
| for 15 years week for 1 year, 2 weeks for 2 years, 3 weeks for 5 years, 4 weeks | | } |
| week for 1 year, 2 weeks for 2 years, 3 weeks for 10 years, 4 weeks | 10 | 22. 7 |
| for 20 years | 51 | 119.8 |
| for 25 yearsweek for 1 year, 2 weeks for 3 years, 3 weeks for 10 years, 4 weeks | 17 | 67.2 |
| for 20 years | 71 | 195.6 |
| for 25 years | 79 | 559. 7 |
| week for 1 years, 2 weeks for 3 years, 3 weeks for 11 years, 4 weeks for 16 years | 32 | 344.6 |
| week for 1 year, 2 weeks for 5 years, 3 weeks for 10 years, 4 weeks for 20 years | 15 | 55. 3 |
| weeks for 1 year, 2 ½ weeks for 3 years, 3 weeks for 5 years, 3½ weeks for 10 years, 4 weeks for 15 years | 10 | 189.1 |
| weeks for 1 year, 3 weeks for 5 years, 4 weeks for 15 years | 11 | 30. 5 |
| weeks for 1 year, 3 weeks for 10 years, 4 weeks for 20 years | 36 | 156.6 |
| 5 weeks | | |
| week for 1 year, 2 weeks for 3 years, 3 weeks for 10 years, 4 weeks | 18 | 98.8 |
| for 15 years, 5 weeks for 25 years | 20 | 41. 2 |
| 6 weeks | | |
| | | |
| weeks for 1 year, 3 weeks for 5 years, 4 weeks for 10 years, 5 weeks for 20 years, 6 weeks for 35 years | 11 | 23, 3 |

Based on 1,556 graduated vacation plans covering 5,949. 2 workers.

Table 7. Minimum Work Requirements in Addition to Length of Service for Full Vacation Benefits in Major Collective Bargaining Agreements, 1966–67

| (w | orkers in | thousand | s) | | | | |
|--|------------------|---------------------------|-----------------|-----------------------------|---|-------------------------|--|
| Provision | Тс | otal | coun time | ces not ted as worked | Excused absences counted as time worked | | |
| | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | |
| Number studied | 492 | 3, 188. 7 | | | _ | • | |
| Number with vacation provisions | 447 | 3,022.5 | - | - | - | - | |
| Number with mininum work requirements Less than 3 months | 312 17 | 2, 105. 2 141. 0 | 4 - | 12.0 | 226 | 1,597.1 | |
| 3 but less than 6 months 6 but less than 9 months 9 months or more Minimum work require- | 32 118 126 | 144.7 1,139.4 606.8 | 2 2 | 9. 0 3. 0 | 23 79 96 | 104.7 888.3 507.3 | |
| ments not clear | 19 | 73.5 | - | - | 19 | 73.5 | |
| No vacation provisions | 135 | 917.3 | - | - | - | - | |
| • | | | | | | | |

Table 8. Qualifying Date for Vacation in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands) |
|--|------------|---------------------------|
| Number studied | 492 | 3, 188. 7 |
| Number with vacation provisions | 447 | 3,022.5 |
| Number with qualifying date for vacations | 383 | 2,551.1 |
| Employee must be on payroll or must have completed required length of service: On anniversary date of employment On or shortly before first day of | 150 | 958.6 |
| established vacation period By beginning of calendar year in which | 45 | 132.8 |
| vacation is given During first quarter | 84 5 | 488.1 |
| During second quarter | 56 | 310.2 |
| During third quarter | 31 | 211.5 |
| During fourth quarter | 8 | 44.6 |
| Other specified date | 4 | 393.6 |
| Number with date not specified | 64 | 471.4 |
| No vacation provisions | 45 | 166. 2 |

Table 9. Method of Computing Pay in Graduated and Uniform Plans in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands) |
|--|------------|---------------------------|
| Number studied | 492 | 3, 188. 7 |
| Number with vacation provisions | 447 | 3, 022. 5 |
| Total with uniform and graduated plans | 380 | 2, 536. 1 |
| Number specifying base for computation | 353 212 | 2,408.1 1.548.0 |
| Daily rateWeekly rate | 15 57 | 126. 3 277. 3 |
| Percentage of earnings | 69 | 456.5 |
| vacation pay | 27 | 128. 1 |
| No uniform or graduated plans | 67 | 486. 4 |
| No vacation provisions | 45 | 166, 2 |

Table 10. Method of Computing Weekly Unit in Graduated and Uniform Plans 1 in Major Collective Bargaining Agreements, 1966-67

(Workers in thousands)

| Method of computation | То | Total | | Straight-time hourly rate | | Hourly rate plus shift differential | | Hourly rate plus shift differential and overtime pay | | No precise definition of hourly rate | |
|---|--------------------|------------------------------|-----------------------------------|-----------------------------|---------------------------|--|---|--|--|--------------------------------------|--|
| | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | |
| Total with vacation provisions based on hourly rate. | 181 | 1,055.7 | 98 | 560.6 | 22 | 191.7 | 3 | 16.0 | 58 | 287.5 | |
| Less than 40 hours | 7 113 8 3 | 22.5 650.2 23.3 5.5 | 3 69 6 2 | 7.9 455.8 14.8 3.7 | 14 | 101.8 | - | - | 30 2 1 | 14.6 92.6 8.5 1.8 | |
| Average weekly hours for specified period Hours in prevailing workweek | 7 10 | 89.5 24.4 | 5 | 18.3 8.0 | 2 | 71.3 5.6 | - | - 2.8 | - 3 | - 8.1 | |
| Average weekly hours for specified period with minimum or maximum | 33 | 240.4 | 10 | 52.2 | 3 | 13.1 | 2 | 13.2 | 18 | 161.9 | |
| | Total | | Percent of straight-time earnings | | Percent of gross earnings | | Percent of earnings; not clear whether straight-time or includes other earnings | | Percent of earnings including shift differential | | |
| | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | |
| Percentage of earnings | 69 | 456.5 | 13 | 148.4 | 47 | 240.1 | 8 | 62.0 | 1 | 6.0 | |

¹ Based on an analysis of 380 graduated and uniform plans, covering 2,536,100 workers.

Table 11. Provisions Relating to Vacation Pay in Lieu of Time Off in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands) |
|---|-------------------|------------------------------|
| Number studied | 492 | 3, 188. 7 |
| Number with vacation provisions | 447 | 3,022.5 |
| Number with provisions relating to pay in lieu of time off | 180 | 1,066.3 |
| Minimum amount of vacation must be taken; pay in lieu of remainder: At employer's option At employee's option Not clear whose option Pay in lieu of time off for entire vacation: | 17 10 12 | 248. 7 33. 2 47. 4 |
| At employer's option | 27 7 7 2 | 110.6 29.3 27.9 3.0 |
| No provisions for pay in lieu of time off | 98 267 | 566. 4 1, 956. 2 |
| No vacation provisions | 45 | 166. 2 |

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 13. Provisions for Splitting Vacation Time Off of 2 Weeks or Longer in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands) |
|--|------------|---------------------------|
| Number studied | 492 | 3, 188. 7 |
| Number with vacation provisions ¹ | 447 | 3, 022, 5 |
| Number with provisions for splitting vacations of 2 weeks or longer Permitted: | 196 | 1,043.3 |
| Employer's option | 47 | 238.8 |
| Employee's option | 29 | 107. 2 |
| Upon mutual agreement | 66 | 374.7 |
| Not clear whose option | 28 | 223.3 |
| Specifically required | 18 | 65.5 |
| Prohibited | 8 | 33.9 |
| No provisions for split vacations | 251 | 1, 979. 2 |
| No vacation provisions | 45 | 166. 2 |

All agreements studied provided vacations of 2 weeks or more.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 12. Vacation Scheduling in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands) |
|--|--------------------------------|--|
| Number studied | 492 | 3, 188. 7 |
| Number with vacation provisions | 447 | 3,022,5 |
| Number with provisions scheduling vacations | 205 | 1, 155, 2 |
| During— Plant shutdown Summer months Spring months Other specified periods More than one vacation period Option reserved to shutdown plant Option reserved to select a vacation period | 100 71 1 9 11 8 | 648.1 406.3 3.4 20.9 35.9 31.8 8.8 |
| No provisions for vacation scheduling | 242 | 1,867.6 |
| No vacation provision | 45 | 166.2 |

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 14. Cumulation of Vacations from Year to Year in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands | |
|--|------------|--------------------------|--|
| Number studied | 492 | 3, 188. 7 | |
| Number with vacation provisions | 447 | 3, 022. 5 | |
| Number with provisions for cumulationPermitted in limited amount | 154 10 | 898. 4 84. 1 | |
| Only under certain circumstances Prohibited | 19 125 | 63. 9 750. 4 | |
| No provisions for cumulation | 293 | 2, 124. 1 | |
| No vacation provisions | 45 | 166. 2 | |

Table 15. Allowances for Holidays Occurring During Vacations in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands | |
|---|------------|--------------------------|--|
| | | | |
| Number studied | 492 | 3, 188. 7 | |
| Jumber with vacation provisions | 447 | 3,022.5 | |
| Number with allowance for holidays | | | |
| during vacations | 301 | 2, 192. 3 | |
| Extra day's pay; no time off | 149 | 1,235.5 | |
| Extra day off with payExtra day off or extra pay (at employee | 94 | 629. 9 | |
| or employer option) | 56 | 324.6 | |
| Other | 2 | 2. 5 | |
| No allowance granted No provisions for holiday allowance | 5 | 33. 1 | |
| during vacations | 141 | 797. 1 | |
| No vacation provisions | 45 | 166. 2 | |

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 17. Effect of Termination of Employment on Employee's Vacation Rights (Exclusive of Retirement) in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands) | | |
|---|------------|---------------------------|--|--|
| Number studied | 492 | 3, 188. 7 | | |
| Number with vacation provisions | 447 | 3,022.5 | | |
| Number with provisions on termination | 320 | 2, 368. 0 | | |
| Vacation pay not granted if terminated for specific reasons | 36 | 244. 7 | | |
| Earned vacation pay granted | 215 | 1,793.4 | | |
| Vacation pay granted in some instances only | 68 | 328. 6 | | |
| Other | 1 | 1. 3 | | |
| No provisions | 127 | 654. 5 | | |
| No vacation provisions | 45 | 166. 2 | | |

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 16. Effect of Retirement on Employee's Vacation Rights in Major Collective Bargaining Agreements, 1966-67

| Provision | Agreements | Workers (in thousands) | | |
|--|------------|---------------------------|--|--|
| Number studied | 492 | 3, 188. 7 | | |
| Number with vacation provisions | 447 | 3, 022. 5 | | |
| Number with provisions relating to effect of retirement Earned vacation pay granted to retiring employees | 134 111 | 1,228.0 | | |
| Retiring employee must take vacation prior to retirement or lose vacation pay | 23 | 226. 1 | | |
| No provisions covering effect of retirement | 313 | 1,794.5 | | |
| No vacation provisions | 45 | 166. 2 | | |

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 18. Vacation Allowances for Employees Entering or Returning from Military Service in Major Collective Bargaining Agreements, 1966–67

| | Vacation allowance to employees | | | | | | | |
|--|---------------------------------|------------------------------------|---------------------------------|------------------------------------|--|--|--|--|
| Extent of vacation allowance | Entering n | | Returning from military service | | | | | |
| | Agreements | Workers | Agreements | Workers | | | | |
| Number studieù | 492 | 3,188.7 | 492 | 3, 188. 7 | | | | |
| Number with vacation provisions | 447 | 3,022.5 | 447 | 3,022.5 | | | | |
| Number with vacation provisions relating to military leave Pro rata vacation Full vacation Other provisions | 95 72 22 1 | 930. 8 739. 1 188. 4 3. 4 | 96 42 53 1 | 895. 1 513. 5 377. 8 3. 9 | | | | |
| No vacation provisions relating to military service | 352 | 2,091.7 | 351 | 2, 127. 4 | | | | |
| No vacation provisions | 45 | 166. 2 | 45 | 166. 2 | | | | |

Chapter V. Prevalence and Trends of Paid Holidays

Compensation for holidays not worked is among the most common fringe benefits provided for organized workers. Of the 1,970 major collective bargaining agreements examined for this report, almost nine-tenths (1,697), covering the same proportion of workers, include provision for days off with pay that coincided with Federal, State, or local holidays or other days specified by the parties.

Employees covered by holiday provisions were not compensated for all of the nonworkdays identified in the contracts. A small number of agreements (69), covering 241,000 workers, combined paid and unpaid holidays, and an additional 257 agreements, covering approximately 1 million workers, recognized specified holidays as days of rest but paid only those employees who were required to work. Only 16 agreements omitted any reference to paid or unpaid holidays.

Payments for days not worked were included in all but three of the manufacturing industry contracts (table 19). Two that did not provide for paid holidays were agreements with dairy companies covering delivery men on commission earnings. The third applied to musicians and companies engaged in recording and manufacturing phonograph records and tapes, an industry characterized by short-term and irregular employment. In the recording industry agreement, a premium is paid for work on 6 holidays. In 1961, 13 agreements, in five manufacturing industries, did not include paid holidays.

The incidence of paid holiday provisions was considerably lower in nonmanufacturing agreements; approximately 7 of each 10 agreements, covering the same proportion of workers, included these leave provisions. The variation among these industries was wide. In one industry—retail trade—all agreements contain holiday clauses. On the other hand, only 22 percent of the construction agreements, covering 26 percent of the work force, provided for holiday pay. Despite this relatively low proportion, the prevalence of this provision is considerably higher than was reported in 1961 (14 percent of the agreements and 9 percent of the workers) and is indicative of a movement towards the adoption of holiday pay provisions in the construction industry.

A significant change occurred, since the release of the Bureau's 1961 report. In 1966, 8 paid holidays were established for bituminous coal miners. In 1961, four mining agreements that accounted for 87 percent of the workers employed in the industry did not contain provisions for paid holidays; in the current period all but one agreement, covering a fraction of the work force, included this benefit.

Number and Trend of Paid Holidays

As previously noted, the acceptance of a wage payment to workers for specified holidays not worked spread rapidly after World War II. By 1953, it had almost reached its present degree of prominence among large organized employers. Although all but a few of the manufacturing agreements examined for this report included paid holiday clauses, in 1952-53 7 percent excluded the practice. The relative importance of these clauses also increased significantly in nonmanufacturing if construction is excluded; it rose from slightly over 80 percent in the earlier period to more than 90 percent in 1966-67.

As did the proportion of agreements with paid holidays, so the number of days also has increased over the years. The 6-day pattern prevailing in 1950 and the 7-day pattern in later years became less prominent, as additional full and half-holidays were negotiated (chart 3). Agreements in effect in 1966-67, provided for 8 days as the most common arrangement (table 20). About 60 percent of the agreements with holiday provisions, covering the same proportion of workers, now stipulate 8 days with pay or more.

Eight paid holidays are now the most prevalent practice in the manufacturing as well as the nonmanufacturing industry divisions, although 7 days are common in both industry groups. A significant proportion (21 percent) of the nonmanufacturing agreements continue to stipulate 6 holidays, but an important group, 10 percent of the total with holidays, has moved to the 9-day level (table 21). The ratio of manufacturing agreements providing for 9 days has increased spectacularly since 1961—from about 3 to 23 percent.

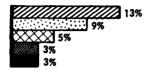
A considerable number of industries have improved their holiday provisions significantly since 1961, as indicated in the tabulation below. Other industries have

| | Percent of agreements with | | | | | |
|---|----------------------------|---------|------------|---------|------------|---------|
| | 7 holidays | | 8 holidays | | 9 holidays | |
| Selected industries | 1961 | 1966-67 | 1961 | 1966-67 | 1961 | 1966-67 |
| Ordnance and accessories | 20 | 5 | 65 | 21 | 5 | 68 |
| Furniture and fixtures | 53 | 21 | 5 | 21 | 5 | 16 |
| Paper and allied products | 80 | 27 | 7 | 55 | _ | 12 |
| Printing, publishing, and allied products | 17 | 9 | 21 | 24 | 3 | 9 |
| Chemicals and allied products | 16 | 5 | 47 | 34 | 14 | 30 |
| Rubber products | 56 | - | 40 | 25 | _ | 71 |
| Leather and leather products | 12 | 24 | 18 | 32 | _ | 16 |
| Stone, clay, and glass | 59 | 19 | 15 | 52 | _ | 17 |
| Fabricated metal products | 31 | 18 | 35 | 30 | _ | 30 |
| Machinery, except electrical | 45 | 12 | 11 | 26 | 4 | 38 |
| Transportation equipment | 46 | 12 | 21 | 21 | 2 | 51 |
| Wholesale trade | 8 | - | 67 | 38 | - | 23 |

NOTE: Since only selected numbers of holidays are shown, components do not equal 100.

Chart 3. Total Paid Holiday Time, Collective Bargaining Agreements, Selected Years, 1950-67¹

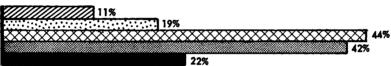
Less than 6 days....



6 days....



7 days....



8 days. . . .

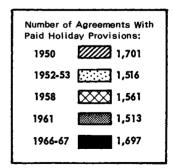


9 days or more....



Other...





1 For purposes of this chart, 2 half-day holidays are the equivalent of 1 full day; thus, 6 full days and 2 half days were counted as 7 holidays.

The "other" category includes, in addition to the agreements designated as "other" in footnote 1, table 2, agreements providing for only 1 half day in addition to full-day holidays; e.g., 6 full days plus 1 half day.

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negotiated changes which have not been nearly as dramatic. The formerly predominant 7-day pattern has declined in importance in all of the selected industries, other than leather; 8 days has become less prevalent in one-half of the group. Thus, there has been a sharp rise in the number and proportion of agreements that provide for 9 holidays in each industry. In some—ordnance, rubber, and transportation equipment—9 days appears to prevail.

Recent Federal legislation on legal holidays may influence the number as well as the manner of their observance. In addition to requiring Federal agencies to observe certain holidays on Monday, thus insuring five 3-day weekends each year, Columbus Day was added to the list of Federal legal holidays—increasing the total to 9 in 1971. ²¹

Geographic Distribution

Days designated as holidays often conform to local practices, and, therefore, may vary among the geographic sections of the country. The number of holidays also may vary by region, but in a more limited manner, as indicated in the following tabulation:

| - | Percent of agreements with— | | | | | | |
|--------------------|-----------------------------|------------|--------------|----------|---------------------|-------|--|
| | | Fewer than | | | 10 or more | | |
| Geographic region | Total | 7 days | 7 days 1 | 8 days 1 | 9 days ¹ | days | |
| All regions | 100.0 | 16.4 | 23.5 | 32.0 | 19.7 | 8.4 | |
| New England | 100.0 | 15.0 | 12.1 | 20.6 | 31.8 | 20, 6 | |
| Middle Atlantic | 100.0 | 10, 8 | 17.0 | 26.0 | 23.3 | 23.0 | |
| East North Central | 100.0 | 18.7 | 27.6 | 27.9 | 22.9 | 3,0 | |
| West North Central | 100.0 | 28.0 | 32. 9 | 23. 2 | 13.4 | 2.4 | |
| South Atlantic | 100.0 | 26.6 | 23.9 | 30.3 | 16.5 | 2.8 | |
| East South Central | 100.0 | 7.0 | 49, 2 | 37.2 | 11.6 | 0 | |
| West South Central | 100.0 | 25.0 | 8.3 | 58, 3 | 4.2 | 4. 2 | |
| Mountain | 100.0 | 31.6 | 26.3 | 31.6 | 10.5 | 0 | |
| Pacific | 100.0 | 15.1 | 22.0 | 48.8 | 13.2 | 1.0 | |
| Other 2 | 100.0 | 13.3 | 28.5 | 36, 9 | 18.3 | 3.0 | |

Include agreements providing for 1 or more half holidays.

NOTE: Because of rounding, sums of individual items may not equal totals.

In only three regions—East and West South Central and Pacific—was the predominant number of holidays included in more than three-fifths of the agreements. In other regions the major clusters represented a much lower proportion of the total.

Agreements providing for more than 9 days of rest generally were confined to the Northeastern and Middle Atlantic States. Almost 90 percent of the agreements with holidays in this range originate in the New England, Middle Atlantic and East North Central regions. A respectable proportion provide for considerably more than 9 days; 9 percent of the agreements grant 11 holidays, and 4 percent, 12 full days.

² Interregional agreements.

Public Law 363, 90th Cong., approved June 28, 1968. The 5 holidays to be observed on Monday are Columbus Day,

Washington's Birthday, Memorial Day, Veterans Day, and Labor Day, which already is observed on the first Monday in September.

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Specific Holidays Observed

In the following order, Thanksgiving Day, Christmas Day, Labor Day, Independence Day, New Year's Day, and Memorial Day were designated as paid holidays in at least 95 percent of the agreements containing holiday provisions (table 22). Christmas, which traditionally has been designated as a paid holiday in the largest number of agreements, was outnumbered by Thanksgiving Day provision in 1966-67 agreements. Washington's Birthday was the seventh most popular holiday in 1958; in the current period it was outranked slightly by Good Friday, although both were present in approximately one-third of the contracts.

Since 1958, there have been some shifts in the rank of the less common holidays that reflect a relatively recent trend toward longer weekends or more consecutive days away from work. This goal is achieved by coupling one or more of the standard holidays to the day preceding or following it. For example, in 1958 the day before New Year's did not appear as a full holiday and was designated as a half-holiday in 10 percent of the agreements. In the current study, the day was included as a full and half holiday in 9 and 6 percent, respectively, of the agreements with holiday provisions. Similarly, days before Christmas and after Thanksgiving, and those before and after Independence Day were also more prevalent in the current period. Although the list of half holidays was somewhat longer in the current period than in 1958, they were included in a smaller number and proportion of the agreements.

A trend towards greater flexibility in scheduling paid holidays since 1958 is indicated by the negotiation of a day or days to be designated by the parties or by the employee. By utilizing such "floating" holidays negotiators are able to extend the period of paid leave to 2 days or they can provide long weekends.

One group of agreements specified the days that will be observed as floating holidays and scheduled them to provide 4-day weekends:

(144) In addition to the listed basic holidays the parties agree that there shall be six (6) floating holidays as follows:

December 24, 1964 December 31, 1964 November 26, 1965 November 25, 1966 July 3, 1967 November 24, 1967

(145) The following holidays shall be considered as holidays: . . . and two (2) floating holidays per year specified below:

May 31, 1968 July 5, 1968 July 3, 1969 December 26, 1969 January 2, 1970 July 3, 1970 Another group of agreements assigned the determination of the days to be observed to the employers after the number of days has been agreed to. In the illustration below the employer is required to make his decision early in the year, and criteria are provided for his guidance:

(146) In addition to the above holidays, there shall by two (2) "floating holidays" to be designated by employer prior to February 1 or each year. The floating holidays will be scheduled (to the extent operating requirements permit) to give long weekends and/or avoid one day shutdowns.

In a significant proportion of the agreements the parties' selection of the "floating" holiday was considered of sufficient importance to warrant consultation and agreement by the employer and the union.

- (147) In addition to the previously designated holidays all employees will be given a "floating" holiday with pay, the date of which will be mutually agreed upon by management and the union.
- (148) ". . . the company will cease to observe Presidential Election Day as a paid holiday but will commence observing two (2) floating holidays each year. A determination as to when the two (2) floating holidays in each year will be observed will be made in January of each calendar year by mutual agreement between the company and the union. They will be observed on a Monday or a Friday either preceding or following one of the other paid holidays."

As a further variant of flexibility in holiday scheduling, a growing number of agreements now provide time off on the employee's birthday, or on a day to be designated by him. Since this type of holiday is limited to individuals, it is likely to have little effect on production.

Although the writing of such a provision would appear to cause no particular difficulties, examination of the agreements indicates that the parties must agree on a number of arrangements if the provision is to be administered in a satisfactory manner. Although the employee's birthday is contained in his employment record, provisions most frequently require advance notice of intention to be absent from work on that day. Substitute arrangements also must be made should the birthday fall on a recognized holiday or during the employer's peak season:

- (106) "The following days shall be considered holidays under this agreement: . . . and the employee's birthdays. The employee's birthday shall be a floating holiday to be celebrated at the employees convenience anytime during the calendar week in which his birthday occurs, provided notice has been given the employer seven (7) calendar days prior to the day he wishes to designate as a birthday holiday. In the event an employee's birthday falls on one of the holidays set forth above, either the day before or the day following said holiday shall be observed as the employee's birthday providing satisfactory arrangements have previously been made with the employer.
- (92) The following days shall be holidays and granted without reduction in pay: . . . Employee's birthday.

If the employee's birthday falls on another contract holiday, it shall be observed the following day or within thirty (30) days as set forth . . .

If the employee's birthday falls during the busy season preceding Christmas, or on another contract holiday, the employer may schedule the employee's birthday on another day within thirty (30) days following the employee's actual birthday. Reasonable notice shall be given to the employee of the date. In the event an employee terminates employment for any reason during the thirty (30) days he shall receive pay for the birthday holiday.

For employees whose birthdays fall between July 1 and the date of signature of the agreement, inclusive, the employer shall designate any day within sixty (60) days from the date of signature, as a holiday in lieu of said holiday, or shall pay such employee an additional days' pay.

The following clause illustrates an attempt to resolve all foreseeable problems such as leap year births, birthdays that occur while the employee is in training, and observance of the birthdays of shift workers:

(149) The following legal holidays shall be observed by the company: . . . and the birthday of the employee.

If the employee's birthday falls on a scheduled day off or one of the holidays mentioned above, or on February 29 (other than leap year), the employee shall have the election of taking an extra day's pay without time off, or of taking the last previous scheduled day or the next following scheduled day as a holiday. Employees who were born on February 29 will observe February 28 as a holiday in years other than leap year.

When the birthday of a shift worker falls on a Saturday which is also the sixth scheduled day in his workweek, the birthday shall be observed the Friday immediately preceding his birthday.

If the employee's birthday falls on one of the days while he is attending school at the training center, the employee shall have the election of taking off the last previous scheduled day prior to the beginning of the school or the next following scheduled day after the completion of the school as a holiday.

Some agreements permit the employee, generally after discussing the matter with the employer, to designate the day to be observed as the "floating" holiday:

(150) "There shall be a seventh holiday known as a roving holiday to be mutually agreed upon between the employer and the individual employee."

Personal holidays also may be observed at different times by individual workers. Thus, agreements generally stipulate advance notice and establish criteria for eligibility:

- (133) "Each regular full-time warehouse employee covered by this agreement shall be granted two (2) personal holidays. The following conditions are attached to the personal holidays:
- 1. The employee must have completed ninety (90) days of service.
- 2. The personal holidays may not be added to vacation time.
- 3. The personal holiday may not be taken during a week in which one of the stated holidays above occurs.
- 4. The two personal holidays must be taken at a time mutually agreeable to both employer and employee and in a manner so as not to interfere with the efficient operation of the business.
- 5. One personal holiday must be taken during the first six (6) months of the calendar year and the second during the last six (6) months of the calendar year.

- (151) All employees with thirty (30) days service with the company shall be paid their straight-time pay for the following holidays... a personal holiday... The day selected for the personal holiday shall be subject to prior arrangement and approval of the employee's foreman. A schedule of such days off shall be prepared in advance in a manner similar to vacations. Changes in such days can be made by agreement between the employee and his foreman.
- (152) The parties recognize the following holidays... the employee's birthday and a personal holiday, to be designated by the employee.

In order for an employee to be eligible for his personal holiday, he must fulfill all requirements hereinafter set forth and must also give the employer one (1) week's notice of his intention to take his personal holiday.

Various holidays are observed in different sections of the country and are not shown (table 22) because they appear in fewer than 10 agreements. Typically these are celebrated according to local custom, religious practice, and historical significance. Regional recognition of specific holiday—Patriot's Day in Massachusetts and other New England States, Admission Day in Nevada and California and San Jacinto Day in Texas—was limited to a small number of agreements. One such holiday celebrated in Hawaii is illustrated below:

(153) The following days shall be considered holidays under this agreement:

New Year's Day Presidents Day Memorial Day Kamehameha Day Independence Day Labor Day Thanksgiving Day Christmas Day

Not all regional holidays celebrate important historical events; some recognize an existing local practice:

(154) Paid Holidays

Straight time will be paid all employees covered by the agreement for the following eight (8) holidays.

7. First day of Deer Season

Religious holidays in agreements frequently indicate the composition of the labor force in the plant or industry. As noted, Good Friday is a paid holiday in a significant proportion of the agreements. The holidays in the following provision appear considerably less frequently:

(155) In retail shops the following holidays shall be paid holidays regardless of the day on which said holiday falls:

New Years (January 1)
January 30th (Franklin D. Roosevelt's birthday)
May 1st
Two days Rosh Hashana
One day Yom Kippur
Thanksgiving Day
Christmas Day

In the event the employer operates an Orthodox shop, that is, a shop which is kept closed on Saturday and religious holidays, then, and in that event, all

employees in such shop shall be paid for the following holidays instead of the holidays listed above:

Two days Rosh Hashana One day Yom Kippur Four days Succoth Two days Shevuoth

Because local practice may differ from the norm, multiplant agreements may permit substitutions for the holidays listed in the master agreement:

- (65) By local agreement another day may be chosen as a holiday instead of Memorial Day.
- (78) "... Whenever the word "holiday" is used in this article it refers to a 24-hour period commencing at 12:01 a.m. on the calendar day on which the holiday is observed, except where local plant practice now differs. Local management may substitute for Veterans' Day and Memorial Day, other days in accordance with the following: For Memorial Day there may be substituted the day which is celebrated in lieu thereof in the locality in which the plant is located. For Veterans' Day there may be substituted a Monday or a Friday in the period beginning with the calendar week preceding the week in which the contract holiday occurs and ending with the calendar week following the week in which the holiday occurs. The company shall give the local union notice two (2) weeks in advance of the calendar holiday or the substitute holiday, whichever occurs first. By mutual agreement, management may designate a day other than Monday or Friday in the period described above for the celebration of the holiday. . ."

Computing Holiday Pay

The decision to establish paid holidays requires agreement on a method for determining the compensation due an employee not working on the designated day. Virtually all of the 429 agreements in the sample specified the method of computing a day's pay. A significant number of alternatives are available to the negotiators whose decisions generally are influenced by the method of compensation and the normally scheduled work hours. The objective is to maintain the worker's earnings so that there is no loss of income because of time away from work.

For salaried workers, computation of holiday pay presents no problem, since the employee receives his regular salary at the end of the week or month during which a holiday falls. For hourly workers, holiday pay usually is calculated at the regular rate of pay multiplied by the number of hours, usually 8. For night workers, shift differentials may be included in the definition of regular rate. Other agreements, primarily in industries having incentive systems, base holiday pay on the employee's average earnings. When this arrangement is adopted, it is also necessary to define earnings (gross or straight time) and identify the base period to be used for computation. Wide variations in the length of the base period were noted in agreements. In some agreements the parties attempted to reflect current earnings levels by using a relatively short and immediate period, frequently the week before the holiday. In other situations a longer period was used to provide more representative earnings—the prior social security quarter, for example.

| | All in | dustries | Manufa | cturing | Nonmanı | facturing |
|---|-----------------|----------|-----------------|---------|-----------------|-----------|
| Method | Agree- ments | Percent | Agree- ments | Percent | Agree- ments | Percent |
| Total with paid holidays | 429 | 100 | 273 | 100 | 156 | 100 |
| Computation provisions | 425 | 99 | 269 | 99 | 156 | 100 |
| Regular or straight-time rate Average earnings: | 346 | 80 | 208 | 76 | 138 | 88 |
| Straight-time | 53 | 12 | 47 | 17 | 6 | 4 |
| Gross | 4 | 1 | 4 | 1 | 0 | 0 |
| Percentage of earnings | 5 | 1 | 4 | 1 | 1 | 1 |
| Other | 17 | 4 | 6 | 2 | 11 | 7 |
| No provision | 4 | 1 | 4 | 1 | 0 | 0 |

NOTE: Because of rounding, sums of individual items may not equal totals,

As noted above, almost all of the agreements specified the method to be used to compute the holiday pay. Among the few exceptions were four apparel agreements which left holiday pay determination to an impartial referee. In well over one-half of the construction agreements, where, as noted, employers made payments into a fund, pay was either specified in the trust document or determined by the trustees.

With relatively few exceptions, the hourly rate or weekly salary is the accepted base for determining holiday pay of the employees. Incentive systems are confined to a relatively limited number of industries.

Provisions for nonincentive workers usually defined holiday pay as follows:

- (156) The company agrees to pay each employee covered by this agreement eight (8) hours' pay at the employee's straight-time hourly classification rate for each holiday listed above on which the employee does not work. . . .
- (157) An employee eligible under these provisions shall receive eight (8) hours' pay at the regular straight-time hourly rate, exclusive of shift differentials, over-time, contract earnings, bonuses, holiday or other premiums, of the shift worked by him immediately prior to such holiday, providing that when such holiday falls on the first day of the workweek such straight-time rate for the shift worked by him immediately after such holiday shall be used in determining such holiday pay.

For time-rated employees the regular rate served as the basis for computing holiday pay, but this base frequently was defined by reference to the number of scheduled hours of work:

- (158) Holiday pay will be computed at eight (8) times the current hourly rate for day workers . . .
- (109) Pay for eight (8) hours at the working rate shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls.

Some agreement specified that the regular rate of an employee in a current payroll period would be used to determine holiday pay: (46) An employee who so qualifies will be paid for said holiday not worked eight (8) times his regular hourly rate of pay for the workweek in which the holiday occurs, or if no work was performed during the workweek in which the holiday occurs, the last workweek worked by the employee preceding the holiday; . . .

Where the parties were more specific and stipulated that the average straighttime hourly rate would be used to compute holiday pay, they, in a number of agreements, stipulated the period to be used to compute the rate and specified the premium that would be excluded:

- (159) Employees of the company, when eligible . . . will be paid their currently computed average rates for their average daily hours scheduled for the following nine (9) holidays when not worked . . "average rate" shall mean the employee's straight-time hourly earnings for the payroll period in which the time to be paid for at average rate occurs.
- (100) Employees shall receive as holiday pay eight (8) hours, at their average straight-time hourly rate, exclusive of overtime and shift premium and it shall be based upon the job classification on which he was working during the week of the holiday.

A relatively small group of agreements included shift and other differentials in their definitions of straight-time:

(160) All employees who are normally scheduled to work on such days but who are not required to work because the day is celebrated as a holiday shall receive eight (8) hours of pay; at their regular straight time rate, which pay shall be known as holiday gift pay. . . .

Appropriate shift differential pay shall be included in the computation of all holiday pay.

(118) For each of the following holidays not worked an eligible employee will be paid his average straight-time hourly earnings for a number of hours equal to his regular daily work schedule up to a maximum of eight (8) hours for the week in which the holiday occurs: . .

Employees regularly assigned to a shift for which shift premium is paid shall have the same added to any holiday pay received by them.

(161) Full pay (eight (8) hours at straight time including shift bonus and odd workweek bonus, if any) shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls. . . .

The clauses below illustrate various formulas used to compute earnings for incentive workers:

- (162) . . . Piece work employees' holiday pay shall be computed on the basis of eight (8) hours average straight-time pay during the sixteen (16) weeks preceding holiday. . . .
- (163) The "basic rate of pay" of an employee on piece rate on his shift immediately before and after a holiday, or of an employee on piece rate on his first shift after a Monday holiday, will be his average pay for straight-time hours in the workweek prior to the workweek which includes the holiday.

- (164) . . . In the case of incentive workers, the employee's earned rate exclusive of night shift and overtime premium for the week in which the holidays fall, shall be used.
- (65) . . . an eligible employee who does not work on a holiday . . . shall be paid eight (8) times his average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and overtime or Sunday premiums) during the payroll period in which the holiday occurs, . . .

In some agreements, incentive worker's pay was not based on earnings, but on their guaranteed hourly rate. Some payments were supplemented by a fixed percentage to reflect typical incentive earnings:

- (165) . . . Incentive workers shall be paid the standard hourly rate that is equal to the base rate for the work grade in which he spent the greatest number of hours in the week preceding the week in which the holiday occurs.
- (166) . . . in the case of piece rate workers, such holiday pay shall be based on the minimum rates provided for in schedule A (minimum rates for specific crafts) hereof. . . .
- (167) . . . Employees who ordinarily work on incentive shall be paid at their straight time incentive base rate plus thirty-three (33) percent of the incentive base rate.
- (168) . . . Holiday pay for workers on production bonus shall be equal to eight (8) hours' hourly base rate plus the percentage of production bonus earnings that the employee has earned on the average during the week in which the holiday falls or is observed, or if the employee has not worked during that week, the percentage of production bonus earnings which the employee earned in the last week he worked prior to the holiday week shall be used. For example, if, during the holiday workweek (or nearest previous week, if the employee did not work during the holiday week), the employee's average production bonus earnings for the period were 25 percent of his production bonus base rate, the holiday pay would be eight (8) hours of hourly base rate plus, 25 percent of production bonus base rate. . . .

<u>Funded Payments</u>. Normally pay for unworked holidays is not financed from special funds although, for cost-accounting purposes, the payments may be allocated to a specific account and may be amortized over the year. The nature of operations in some industries, generally those with irregular employment attributable to seasonal factors, lags between jobs, and employment with different employers, requires an arrangement that will spread the funding of this pay among a number of employers in an industry and an area.

Holiday pay in two of these industries, construction and stevedoring, for example, sometimes is financed by employer contributions to trust funds which in turn pay the employee. This arrangement was first noted in the Bureau's 1961 report on holidays. 22

Paid Leave Provisions in Major Contracts, 1961 (BLS Bulletin 1342).

With this arrangement, each employer bears his proportionate share by contributing a specified sum for each hour worked. By spreading the cost, it is possible to provide workers with paid holidays which formerly were not available. Few agreements specify more than the existence of a trust and the holiday benefit which are to be paid from the contributed amounts. The time and amount of holiday pay awarded to the employee generally are detailed in a separate trust agreement.

In the construction industry, holiday and vacation benefits frequently are paid from a common trust fund:

(169) Vacation and Holiday Pay

The employer agrees to pay into Plumbers Local 98 Vacation and Holiday Trust Fund, for all hours worked by any employee covered by this agreement regardless of whether the hours are worked at straight-time or overtime, the following sums:

```
June 16, 1965, through June 15, 1966, 41^{1}/_{2} cents per hour worked. June 16, 1966, through June 15, 1967, 51^{1}/_{2} cents per hour worked. June 16, 1967, through June 15, 1968, 61^{1}/_{2} cents per hour worked.
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This payment shall be fowarded each month to such depository as may be designated by the trustees of said fund and allocated to the individual account of each employee.

The accumulated vacation and holiday pay shall be distributed annually to the employees in accordance with rules and regulations adopted by the trustees, which shall provide among other things, for the deduction by the employer of the employee's share of Federal, State and local taxes prior to payments to the fund to the end that the employee shall be entitled to an annual vacation and holiday benefit equal to the appropriate hourly rates of contribution as provided for in this and the preceding collective bargaining agreement for all hours worked during the preceding fiscal year ending September 30th, with taxes prepaid.

In some agreements the contribution for each purpose is specified; in others, it is not. Frequently, the contributions for each employee are recorded in a separate account:

(170) Vacation and Holiday Fund. A vacation and holiday fund shall be established and funds deposited monthly into a local financial institution which shall in addition administer said funds and make disbursements upon direction of a vacation and holiday committee consisting of two representatives of the union and two representatives of the employers association signatory hereto. Each shall have the right to appoint one alternate representative who shall act in the stead of a committeeman in the absence of the committeeman. Distribution of vacation and holiday funds shall, wherever possible, be made through the employer of the employee.

Payment of vacation and holiday contributions shall be based upon the percentage indicated in the wage schedule and shall be computed on the wage rate of the employee for all hours worked. It is the intention of this provision that over-scale employees shall have vacation and holiday contributions made on the basis of their straight-time wage rate including premium pay.

All deposits shall be bound by a "deposit administration agreement." Said agreement is expected to go into effect no later than October 1, 1965. (Employers shall be notified by special letter.) Any vacation and holiday monies in the hands of the employers shall upon notice of completion of the above "deposit administration agreement" be deposited with said fund and the "deposit administration agreement" shall be recognized as part of this contract.

Payments from the fund for holidays and vacations usually are made separately, but in some agreements they are paid in a lump sum on one or more specified dates.

In 1966-67, employer cents per hour or percentage contributions to these multiple benefit funds varied widely often because of the allocation of available funds for different purposes. At times the agreements specified an increasing scale of contributions for each contract year. A few agreements expressed contributions as a percentage of earnings, ranging from 1.5 to 13 percent:

- (171) Paid Vacation and Holidays. The employer agrees to pay monthly into the Carpenters' Vacation and Holiday Trust Fund, under the terms of an agreement and declaration of trust, dated December 28, 1954, between the parties hereto, and which is hereby made a part of this agreement by reference, an amount equal to six (6) percent of the base wage of each employee covered by this agreement. Such payment shall be allocated by the trust fund as follows:
- 1. For the vacation plan an amount equal to four (4) percent of the base wage of each employee covered by this agreement.
- 2. For the holiday plan an amount equal to two (2) percent of the base wage of each employee covered by this agreement. The five (5) holidays toward which this holiday pay fund shall apply shall be: New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, and Christmas Day.

The board of trustees shall be authorized to change the distribution date of benefits from June to February of each year with the cut-off date of contributions being December 31.

Other agreements only referred to the amount of contributions into a multipurpose fund; all other details presumably were left to the discretion of the parties:

(25) It is agreed that the following amounts will be contributed to the pension, welfare, and vacation funds effective on the dates shown below:

| Effective date | Welfare | Holidays | Pension | Vacation | Totals |
|---|-------------------------------|----------|----------------------------------|----------------------------------|-------------------------------|
| October 1, 1964 October 1, 1965 October 1, 1966 October 1, 1967 | $.23^{1}/_{2}$ $.23^{1}/_{2}$ | . 05½ | \$ 0. 27 . 52 . 52 . 52 | \$ 0. 18 . 18 . 18 . 18 | \$0.72 .99 1.01 1.03 |

NOTE: The above allocations may be adjusted at the discretion of the trustees.

Paid Holidays for Part-Time Workers

Eligibility requirements, as described below, assure paid holidays to almost all regular full-time workers. Some industries, however, characteristically employ substantial numbers of part-time workers, and the parties therefore must decide how these workers are to be treated for holidays occurring during their employment.

Part-time work is not sufficiently wide-spread in the organized sector of our economy to warrant specific holiday provisions in more than a few industries. Only 11 percent of the agreements with paid holiday provisions included clauses that required employers to provide part-time workers with pay on these days off. The largest clusters

were in communications, where 50 percent of the agreements provided part-time workers with holiday pay, and retail trade, which made provisions for almost 60 percent.

For part-time employees, the formula, i.e., straight-time rate, gross earnings, incentive earnings, etc., used to determine holiday pay was that used for full-time workers. All of the agreements that contained a specific reference to part-time workers, as a rule, limited holiday pay to the proportion actual hours of work bore to scheduled hours for full-time workers. Agreements generally required the employee to work a minimum number of hours or a specified proportion of the scheduled full-time workweek to qualify for holiday pay, as in the following illustrations:

- (119) . . . Regular part-time employees who work less than 50 percent of full-time are not eligible for any holiday pay. Part-time employees who work 50 percent or more of full-time but less than full-time, will receive prorated holiday pay to the nearest hour at the basic straight-time rate. . . .
- (172) Holiday pay for part-time employees who work twenty-four (24) hours or more in the workweek will be based on the average number of hours worked per day in the workweek immediately prior to the week in which the holiday occurs.
- (105) Regular part-time employees, when not scheuled to work on a holiday, will receive a holiday allowance on the basis of average daily hours worked per week in the previous six (6) month period.
- A. When a regular part-time employee actually works on the holiday, he shall be paid a holiday allowance on the preceding basis, or on the basis of hours actually worked, whichever is greater, but in no event to an extent exceeding eight (8) hours.
- B. Regular part-time employees must meet the attendance requirements contained in this article in order to receive any holiday allowance.
- . . . limited part-time employees shall be eligible for holiday allowance equal to the number of hours actually worked on the holiday up to a maximum of eight (8) hours, birthday and service anniversary holidays excluded.

Some agreements set other standards for receipt of this benefit:

(173) Regular short shift employees shall receive paid holidays to the extent of the number of hours they normally work for the employers.

Chapter VI. Administration of Holiday Provisions

Eligibility

Agreement by management and labor on any contract provision also requires the establishment of rules that parties can administer effectively. The provisions necessary for administering holiday provisions usually are not complex and, therefore, do not present the drafting or interpretative problems encountered in other areas. However, individual holiday provisions appear to follow the form of the contract; in some they are brief, in others quite detailed.

To be eligible for a paid holiday, a worker usually is required to (1) have been employed for a designated length of time, and (2) have worked during all or part of the holiday week. The two types of requirements are included in agreements for different purposes. Service standards generally are intended to limit holiday pay to regular employees; work requirements serve as a device to reduce absenteeism during the holiday week.

Service Requirements. Minimum service requirements for holiday pay often are identical with the length of time necessary to attain seniority status or to complete a trial period. Of the 429 agreements studied in detail, slightly over one-half of the agreements containing paid holiday provisions, representing 57 percent of the workers, defined in specific terms the length of service necessary to qualify for pay. The remainder did not define service in time but simply required the employee to be on the active payroll on the date of the holiday. In effect, many of the workers in the latter category became eligible for holiday pay on the day they were hired. Many of these agreements, as well as others, did include work requirements.

| | Numl | er of agree | ments | Worke | rs (in thous | ands) 1 |
|---------------------------------|-------------------|--------------------|----------------------------|-------------------|--------------------|----------------------------|
| Requirements | All industries | Manufac- turing | Non- manufac- turing | All industries | Manufac- turing | Non- manufac- turing |
| Total with paid holidays | 429 | 272 | 157 | 2,890.9 | 1,831.0 | 1,060.0 |
| Total with service requirements | 222 | 170 | 52 | 1,650.9 | 1,238.3 | 412.8 |
| Less than 1 month | 19 | 16 | 3 | 65.7 | 59.9 | 5.8 |
| 1 month | 86 | 63 | 23 | 617.7 | 336.4 | 281.3 |
| More than 1 but less than | | | | | | |
| 3 months | 42 | 38 | 4 | 247.1 | 239, 6 | 7.5 |
| 3 but less than 6 months | 42 | 31 | 11 | 168.0 | 103.8 | 64.3 |
| 6 months | 9 | 6 | 3 | 64.0 | 45.8 | 18.2 |
| More than 6 months | 3 | 2 | 1 | 52.9 | 51.2 | 1.7 |
| Service not defined | 21 | 14 | 7 | 435.5 | 401.6 | 34.0 |
| No service requirement | 207 | 102 | 105 | 1,240.2 | 592, 9 | 647.3 |

Because of rounding, sums of individual items may not equal totals.

Typically, the time required to qualify for holiday pay was short. In 9 out of 10 agreements having requirements, the period was 6 months or less. The heaviest concentration, about two-fifths of the agreements, was at the 1-month level. Eligibility provisions in about 10 percent of the agreements did not specify a time period, but referred to the requirements for attaining seniority or completing a probationary period.

Manufacturing agreements included service requirements more frequently than nonmanufacturing agreements. Almost two-thirds of the agreements in manufacturing compared with one-third in nonmanufacturing contained these clauses. As was true in 1958, tobacco, printing, apparel, chemicals, and petroleum were the industries in which the majority of agreements did not include such provisions. The prevailing practice in nonmanufacturing was not to include a service requirement. Only in mining and transportation did one-half of the agreements or more have such a provision.

Provisions that simply required the employee to be on the active payroll were found in a variety of manufacturing and nonmanufacturing industries. The first example is from petroleum refining, the second from nonelectrical machinery:

- (174) Employees actively on payroll, not required to work on the following holidays, will be paid holiday allowance amounting to a normal day's pay, not to exceed eight (8) hours, at straight time.
- (175) The company will pay holiday pay to all employees who at the time are in a regular active employment status, . . . irrespective of the day of the week on which the holiday occurs or is celebrated, . . .

As previously noted the time required to qualify for a paid holiday ranged from less than 1 month to well over 6 months:

(176) Each employee shall receive eight (8) times the shift rate of pay for the above holidays provided:

The employee has been in the employ of the employer for twenty-one (21) days worked preceding the day on which the holiday is observed.

- (177) Continuous employment at the plant for at least ninety (90) days prior to the holiday, and . . .
- (178) Holidays

Eligibility for benefits for all contractual holidays:

- 1. Employees who worked sixteen hundred (1600) combined straight and overtime hours in the previous calendar year including holiday and vacation hours . . .
- 2. Employees whose names appear on the current seniority lists; except new employees whose names are added during a calendar year do not become eligible for holiday pay until the following calendar year.

A relatively small proportion of the agreements with requirements (10 percent) suggested a service requirement but did not specify the required time. Frequently, in

these clauses, the time period was specified in the seniority or probationary period provision of the agreement:

- (179) All employees on the seniority list shall be paid eight (8) hours of pay at their basic day rate as outlined in exhibit "A" for each of the following six (6) legal holidays.
- (180) An employee not scheduled to work on any such holiday shall nevertheless receive straight-time earnings for eight (8) hours on such holiday provided:

The employee has completed his probationary period.

Among this group of agreements were some that suggested a service requirement in even less definite terms than those illustrated above:

- (181) "All regular full-time employees as defined for this purpose by local practice or agreement shall be paid . . ."
- (182) "For each of these holidays, eight (8) hours pay at straight time will be paid to all full-time employees. . ."
- (183) "A permanent employee is entitled to a holiday off with regular pay if the holiday is observed . . ."

Work Requirements. Attainment of the service required for eligibility did not automatically qualify an employee for holiday pay. Further requirements were included in a large proportion of the agreements. Three-fourths of the agreements examined in detail, covering two-thirds of the workers, called for work on designated days as a condition for holiday pay. In a large proportion of these agreements the requirement was qualified; 80 percent waived the requirements if the worker, for reasons beyond his control, was unable to fulfill them.

| | | Agreements | | Worke | rs (in thous | ands) 1 | Agreemen | ts with wai | ver clauses |
|---|-------------------|--------------------|----------------------------|-------------------|--------------------|----------------------------|-------------------|--------------------|----------------------------|
| Requirements | All industries | Manufac- turing | Non- manufac- turing | All industries | Manufac- turing | Non- manufac- turing | All industries | Manufac- turing | Non- manufac- turing |
| Total with paid holidays | 429 | 272 | 157 | 2,890.9 | 1,831.0 | 1,060.0 | - | - | - |
| Total with work requirements | 319 | 226 | 93 | 1,939.0 | 1,259.7 | 679.4 | 255 | 189 | 66 |
| Day before and after holiday Either day before or after | 190 | 138 | 52 | 964.1 | 677.6 | 286.6 | 174 | 129 | 4 5 |
| holiday | 59 | 42 | 17 | 530.1 | 319.7 | 210.4 | 47 | 33 | 14 |
| Day before holiday | 2 | 1 | 1 | 5.2 | 4.0 | 1.2 | 1 | 1 | 0 |
| Day after holidayDuring holiday week or payroll | 4 | 4 | 0 | 36.5 | 36.5 | 0 | 4 | 4 | 0 |
| period | 55 | 33 | 22 | 375.3 | 201, 9 | 173.4 | 2 5 | 18 | 7 |
| Other specified period | 9 | 8 | 1 | 27.8 | 20.0 | 7.8 | 44 | 4 | 0 |
| No work requirements | 110 | 46 | 64 | 952, 1 | 571,3 | 380.8 | - | - | - |

¹ Because of rounding, sums of individual items may not equal totals.

The great preponderance of agreements with requirements (60 percent) required the employee to qualify for holiday pay by working on the day before and the day after the holiday. Considerably smaller proportions stipulated work either before or after the

holiday (18 percent) or during the holiday week or payroll period (17 percent). Very small proportions specified the day before, the day after, or another period.

The practice of requiring work on specified days to qualify for holiday pay continues to be widely accepted. In four manufacturing industries—lumber; rubber; stone, clay, and glass; and miscellaneous manufacturing—and in the nonmanufacturing mining industry all agreements included a work requirement provision. In the other manufacturing industries at least one-half of the agreements specify such requirements. Non-manufacturing industries included a higher proportion of agreements without work requirements than did manufacturing. Industries in which the absence of this limitation was of particular significance were the same as those identified in 1958—transportation, utilities, construction, service and hotels and restaurants.

Clauses requiring work on the day before and after a holiday usually read as follows:

(184) Full-time employees must work the day before and the day after a holiday (if a regular day of work) to qualify for holiday pay.

This requirement might be modified if absence was for defined reasons:

- (185) The employee must have worked on the last scheduled workday prior to and on the next scheduled workday after such holiday within the employee's scheduled workweek, except that an employee shall not be disqualified for absence on such days for the following reasonable excuses: Death or funeral in the immediate family (spouse, father, mother, children, brother, sister, mother-in-law, father-in-law), sickness substantiated by a doctor's certificate, and for union business authorized by the union president.
- (177) The employee shall have worked on his two (2) regularly scheduled work-days prior to the holiday, his two (2) scheduled workdays after the holiday, and the holiday, if he is required to work on that day, unless his absence on these respective days has been occasioned by the justifiable causes listed below:
- 1. Sickness of such a nature that the employee was unable to report for work. Such sickness must be proven.
- 2. Sickness of a member of the employee's immediate family requiring his presence. Such sickness and requirement must be proven.
- 3. The employee was permitted to swap shifts, or was given advance permission to be off by his supervisor.

Even where work on these 2 days was specified other requirements might be added for particular holidays:

(186) An employee, having been on the payroll (and "having worked" in the case of part-time employees) during the two (2) calendar weeks immediately preceding the week in which any of these holidays occur, shall be eligible to receive his regular straight-time shift pay for the day when not worked, provided he has reported for work (1) the day before and the day after when the holiday falls on Tuesday, Wednesday, or Thursday, (2) the day after when the holiday falls on Monday, (3) the day before when the holiday falls on Friday or Saturday, and

(4) the half-day December 24 and December 31, except when these dates fall on Saturday or Sunday unless excused for justifiable reason by the department head.

Some contracts with work requirements also dealt with possible layoffs occurring during the holiday week:

(187) In order to qualify for holiday pay, an employee . . . must work the preceding or succeeding scheduled work day. An employee otherwise qualified to receive holiday pay who is permanently laid off during the week in which a paid holiday occurs or is celebrated and thus is not on active payroll, shall be eligible to receive holiday pay for that given holiday.

Agreements that specified work sometime during the week of the holiday were less restrictive than those that required work before and/or after that day:

- (188) To be eligible to receive holiday pay, an employee must have been hired prior to the holiday and have earnings during the week in which the holiday occurs.
- (189) An employee who works at least one (1) day in the week in which a holiday occurs shall be entitled to holiday pay except new employees who are hired and commence work following the holiday.

The type of work requirement illustrated above frequently was modified to provide holiday pay to employees who were incapacitated or excused, or those who were available but were not required to work:

- (190) To qualify for holiday pay, an employee must have worked a full shift during the week in which the holiday is observed, except where absence is due to injuries incurred in the employ of the company, or where the employee is on vacation during the week in which the holiday occurs.
- (191) If there is not work to be performed on the above named holidays, the regular full-time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in the other days in the holiday week, or their absence is excused in advance by the council member . . .

An agreement, in the food processing industry, extends the qualifying period to 30 days:

(66) Unworked Holiday Pay

Employees will be paid eight (8) times their straight-time hourly rate for the holiday listed if no work is performed on these holidays provided the employee has not failed to work, when scheduled, unless excused, on the holiday and the employee works sometime during the month in which the holiday occurs, except when he is on vacation. Vacation hours will be considered as hours worked in the application of this provision.

Penalty for Refusing to Work on Holidays

In continuous process and public service industries a holiday is a regular day of work and in other industries work on such days also may be necessary to meet production needs. As previously noted, employees required to work on holidays generally

received premium pay. For one-third of those with paid holidays, a worker who failed to report on a holiday when ordered to do so generally lost holiday pay, unless he had an acceptable excuse.

| Penalty | Agreements | Workers (in thousands) ¹ |
|---|------------|--|
| Total with paid holiday provisions | 429 | 2,890.9 |
| Specific statement—no penalty | 3 | 7.7 |
| Forfeits holiday pay | 38 | 125.9 |
| Forfeits pay except for specified reasons | 108 | 1,103.2 |
| No penalty provision | 280 | 1,654.2 |

¹ Because of rounding, sums of individual items may equal totals.

Employee might be assigned holiday work or might agree to work the free day. One group of agreements with such provisions imposed an absolute penalty on the employee who did not report:

- (192) A permanent union employee, who has been definitely notified to work on a recognized holiday and does not work, will not receive any pay for such day.
- (193) An employee required to work on holidays who does not work will receive no pay for the holiday.

The penalty was not always absolute; in about one-fourth of the agreements excused absences nullified the penalty. Ordinarily an employee who for valid reasons was unable to perform his duties was excused, as in the example below, but general provisions to cover situations not foreseen were included also:

- (194) Each employee who is scheduled or assigned to work on a holiday and fails to report or perform his scheduled work on such holiday shall be ineligible for pay for the unworked holiday unless he failed to report or perform such work because of his sickness or because of death in the immediate family (mother, father, brother, sister, including in-laws; foster parents, children, husband, wife, and grandparents) or because of similar cause.
- (195) All employees shall be considered qualified for holiday pay with the exception that any employee who is scheduled to work on the holiday but fails to work, will be disqualified unless absent for one of the following reasons:
- a. Illness on the holiday, provided that such illness is substantiated by a doctor's certificate stating the the employee was under treatment on the holiday on which he was scheduled to work;
- b. Death or serious illness in employee's immediate family;
- c. Presence in court required;
- d. Jury duty.

In some agreements the parties decided not to specify the reasons, but adopted a rule of reason:

(196) An employee who accepts a holiday production assignment and then fails to report and perform such work as scheduled will not be eligible for holiday pay unless such employee is otherwise qualified and has a reasonable excuse.

- (48) If an employee is scheduled to work on a holiday and fails to do so, he forfeits his right to holiday pay unless his reason for absence is acceptable to the company and the union.
- (197) If he is scheduled to work, he shall not receive holiday pay as provided herein, if he improperly absents himself from scheduled work on such holiday.

Some agreements indicated the employee was not obligated to accept a holiday work assignment:

(198) No employee shall forfeit holiday pay because of his refusal to work on any of the listed holidays.

Pay for Holidays Occurring on Nonworkdays

Pay for holidays that fall on unscheduled workdays is one of the collective bargaining issues that negotiators are required to resolve. Data available for 1966-67, indicate that an impressive proportion of the parties have accepted the concept that agreements provide pay for the observance of holidays regardless of the days of the week on which they fall. As has been true in past years, the language in some agreements was not specific on this point, and in a relatively small proportion, pay for holidays that fall on weekends or other unscheduled days of work was clearly excluded.

Due to the traditional and legal recognition of Sunday as a day of rest and recreation, holidays falling on this day are usually observed on the following Monday. Nearly three-fourths of 1966-67 agreements with paid holidays included this practice and all but 6 percent of the agreements provided some method of compensation for Sunday holidays.

| | All ind | lustries | Manufa | cturing | Nonmanu | facturing |
|---|------------|--------------------------|------------|--------------------------|------------|--------------------------|
| Provision | Agreements | Workers (in thousands) ! | Agreements | Workers (in thousands) 1 | Agreements | Workers (in thousands) 1 |
| Total with paid holidays | 429 | 2,890.9 | 272 | 1,831.0 | 157 | 1,060.0 |
| Number with pay provisions, employee given: | | | | | | |
| Following Monday off with pay | 315 | 2,128.9 | 213 | 1,466.4 | 102 | 662.5 |
| Extra day's pay | 74 | 549.3 | 40 | 211.3 | 34 | 338.0 |
| Extra day off with pay or extra | | | | | | |
| pay | 13 | 131.9 | 7 | 120.3 | 6 | 11.7 |
| No Sunday provision | 27 | 80.9 | 12 | 33.0 | 15 | 47.9 |

¹ Because of rounding, sums of individual items may not equal totals.

A small group (17 percent) of the agreements with paid holidays specified an extra day's pay for holidays falling on Sunday. This provision was relatively common in food and apparel. Agreements in transportation, hotels, and restaurants more than other industries in nonmanufacturing incorporated this type of provision. Three percent of the agreements included an option tailored to fit varying circumstances by providing either an extra unspecified day off with pay or extra pay. These two groups combined represented Digitized for FRASER

only one-fifth of the agreements with Sunday holiday provisions. Nevertheless they suggest a refinement in agreement provisions negotiated since the Bureau's 1958 findings, when virtually all agreements observed Sunday holidays on the following Monday.

The provisions that stipulated a Monday observance generally were phrased as follows:

- (199) Holidays falling on Sunday will be observed on the following Monday. . . .
- (200) When any of the recognized holidays occur on Sunday, and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.
- (188) Holidays occurring on Sunday shall be observed on Monday unless Monday is also a holiday.

Some agreements tied the observance of the holiday to the day recognized by governmental offices—usually Monday:

(201) Should any of the listed holidays fall on Sunday, the day observed by the State or Nation shall be considered a holiday and compensated for as required under the foregoing paragraphs of this section.

A small proportion of agreements provided a day's pay for holidays falling on Sunday (or other nonworkdays):

- (202) The following holidays... shall constitute legal holidays, and except as hereinafter provided, the employees who have completed their probationary period of thirty (30) days shall not be required to do any work on such days and shall receive compensation therefor, regardless of whether such holidays fall on a working day or nonworking day of the week or in any nonworking week.
- (203) A qualified employee shall receive the following six (6) paid holidays annually . . . irrespective of the day of the week on which the holiday falls.

A marked trend was noted in the prevalence of provisions for holidays falling on a Saturday. ²³ In 1958, over one-half of the agreements with paid holiday provisions

| | All inc | lustries | Manufa | cturing | Nonmanu | facturing |
|---|-------------|--------------------------|------------|------------------------|------------|------------------------|
| Provision | Agreements | Workers (in thousands) 1 | Agreements | Workers (in thousands) | Agreements | Workers (in thousands) |
| Total with paid holidays | 42 9 | 2, 890, 9 | 272 | 1,831.0 | 157 | 1,060.0 |
| Number of pay provisions, employee given: | | | | | | |
| Preceding Friday off with pay | 63 | 430.8 | 50 | 340.9 | 13 | 89.9 |
| Extra day's pay ² | 258 | 1,966.1 | 170 | 1, 282, 5 | 88 | 684.0 |
| Extra day off with pay or extra pay | 65 | 323.5 | 33 | 148.3 | 32 | 175.3 |
| No Saturday provision | 43 | 170.7 | 19 | 59.8 | 24 | 110.9 |

¹ Because of rounding, sums of individual items may not equal totals.

² Includes 1 agreement that provided one-half day's pay.

This report adopted a somewhat less literal interpretation of contract provisions than had been used formerly. It was not necessary, for the purposes of the report, to mention Saturday specifically for a provision to be included among those providing pay as long as the language indicated that all nonworkdays were covered.
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made no specific reference to Saturday holidays; an additional 3 percent stipulated employees would receive no pay. In the current study, 90 percent of agreements recognized holidays that fall on Saturday and provided either an extra day's pay or a day off with pay.

The approach agreed to by the parties differed significantly from Monday celebration of a holiday that fell on Sunday. Only 15 percent of the employees observed the holiday with pay on the preceding Friday. The obvious explanation is that the Federal Government followed this practice but, few State or local governments did so. The highest proportion of agreements (60 percent) provided an additional day's pay, a material increase from the 25 percent in the 1958 agreements. Fifteen percent of the clauses with holiday provisions included an option of either a day's pay or a day off with pay.

The clauses reproduced below illustrate the three approaches described:

- (204) . . . Designated holidays falling on Saturday will be celebrated on the previous Friday.
- (185) When a holiday falls on Saturday, employees with the necessary seniority shall receive holiday pay, . . .
- (29) When a holiday falls on a Saturday, in lieu of a shift's pay for the holiday, the employer may give the employee a regular shift off with pay in the holiday week or in the week following the week in which the holiday occurs.

Monday observance of Saturday holidays was specified in a small number of agreements. The first example below is from a stevedoring agreement; the second, from a Marine Engineers dry cargo agreement:

- (205) When any holiday falls on Saturday or Sunday the following Monday will be observed.
- (206) The overtime rate of pay (a specified sum) shall be paid licensed engineer officers who perform their regular work at sea on any of the nine (9) holidays discribed, and any of such holidays at sea falling on Saturday or Sunday, shall be observed on the following Monday.

The overtime rate of pay (a specified sum) shall be paid licensed engineer officers who perform work in part on any of the nine (9) holidays described, and any such holiday falling on Saturday or Sunday in part will be observed on the following Monday.

In contrast to the 1958 findings, when 3 percent of the agreements specifically banned pay or an extra day off when a holiday fell on Saturday, the current examination did not locate any clauses with this restriction.

Pay for Work on Holidays

In recognition of their special significance as days of rest, premium pay for work on holidays is a practice older than holidays with pay. In part, such extra compensation

rewards the employee for the loss of a day of rest; in addition, it may discourage the scheduling of such work.

Premium rates of pay for union paid holidays have been liberalized steadily. Between 1943 and 1958, double time was the predominant premium specified. In 1943, the Bureau reported 24 that 20 percent of the agreements examined required payment of two and one-half or three times the regular rate to employees who worked on a holiday and 70 percent specified double time. Double time was required by 66 percent of the agreements studied in 1950, 57 percent of the 1952-53 agreements, and 45 percent of those examined for the 1958 report. Negotiations in the 9-year interval since 1958 have resulted in increasingly higher premiums (chart 4). Slightly under one-fourth of the major agreements now specify double time. In this period double time and one-half and triple time were represented in a higher proportion of agreements than ever before and for the first time exceeded those calling for double time.

Manufacturing had a considerably heavier concentration of agreements requiring more than double time than did the nonmanufacturing divisions (table 23). Double time and one-half was included in 41 percent of the manufacturing agreements and triple time in 35 percent. Two-fifths of the workers covered by agreements with holiday provisions were eligible for payments equal to three times their regular rate when required to work on a holiday. In a significant number of industries—ordnance, tobacco, furniture, rubber, nonelectrical machinery, transportation, and equipment—over one-half of the agreements specified this premium payment.

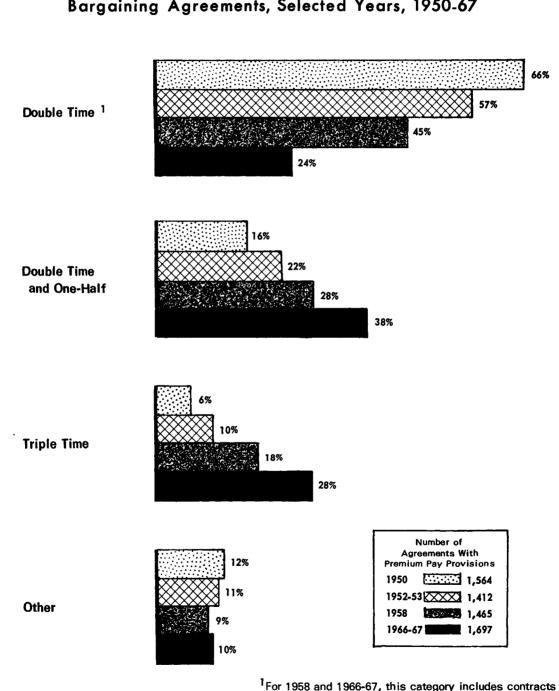
The greatest cluster in nonmanufacturing was at the double time level (35 percent); double time and one-half was slightly lower (33 percent); and triple time was well below those levels (15 percent).

The employee required to work on a holiday is interested primarily in the total compensation to be received. Holiday premium pay provisions have adopted two approaches in defining pay—in both, however, the total pay could be determined easily. One group of agreements specified that the premium for work will be in addition to holiday pay:

- (207) If an employee works on one of the listed holidays, he shall be paid the overtime rate of one and one-half $(1^{1}/_{2})$ times the regular hourly rate for time worked only on such holiday in addition to holiday pay.
- (208) An employee who is required to work any of the observed holidays will receive the holiday pay provided for in section 10.2 (sic. eight (8) hours' pay). In addition, he will receive one and one-half $(1^{1}/_{2})$ times his regular straight-time hourly rate for the first eight (8) hours of work and two and one-half $(2^{1}/_{2})$ times his regular straight-time hourly rate for all hours he is required to work over eight (8).

²⁴ Op. cit., p. 1.

Chart 4. Pay Rates for Work on Paid Holidays in Major Collective Bargaining Agreements, Selected Years, 1950-67



UNITED STATES DEPARTMENT OF LABOR BUREAU OF LABOR STATISTICS

¹ For 1958 and 1966-67, this category includes contracts providing a portion of the rate above double time, but less than double time and one-half.

The second group combined holiday pay with the premium and stipulated the total:

- (157) All work performed on such holidays shall be compensated for at two and one-half $(2^{1}/_{2})$ times the regular rate of pay which shall be the maximum amount payable for work performed on such day . . .
- (209) Employees who are required to work on any one of the designated holidays shall be paid at double-time and one-half for all hours worked and shall receive no holiday pay as such.

A small number of agreements (77) varied from the accepted patterns. Some (27) indicated that certain holidays were considered more important than others and, therefore, required higher compensation:

- (210) The following holidays shall be observed and shall be paid holidays: New Years Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans Day, Thanksgiving Day, and Christmas Day. If employees are required to work on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, they shall be paid quadruple time (four times the rate). If they are required to work on Lincoln's Birthday, Washington's Birthday, Veterans Day, Good Friday, or Columbus Day, they shall be paid at the rate of double time. If they are required to work on any of the remaining holidays, they shall be paid at the rate of triple time (three times the rate). Paid holidays shall be counted as days worked.
- (211) When an employee works on the Fourth of July, Labor Day, or Christmas Day, he shall be paid two and one-half $(2^{1}/_{2})$ times his regular hourly rate for all hours worked by him on such holiday. When an employee works on New Year's Day, Memorial Day, Thanksgiving Day, or December 24, he shall be paid straight time for all hours worked on said holiday up to and including the eighth hour of work and time and one-half for all hours worked thereafter on said holiday plus eight (8) hours' straight-time pay at his regular straight-time hourly rate, as it appears upon his time card, exclusive of overtime and shift premium.
- (212) Any regular employee required to work on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, shall receive pay at the rate of double time in addition to his day's holiday pay. Any regular employee required to work on any of the remaining six (6) of said twelve (12) paid holidays shall receive pay at the rate of time and one-half $(1^1/2)$ in addition to his day's holiday pay.

Provisions that stipulated pay for work on holidays frequently were tailored to the needs of the industry. The difference between sea and port duty, for example, was reflected in maritime industry holiday provisions. In this industry, where watches are required by law, no work on a holiday is required except for navigational or safety purposes. To meet the situation where operations cannot be suspended the parties have negotiated a dual premium structure; overtime rates generally are used when there is work outside the regular schedule; penalty rates are applied to specified types of work within the regular work schedule:

(213) Overtime <u>fa</u> specified sum<u>fa</u> shall be paid for all work performed on a holiday.

At sea when holidays fall on Saturday or Sunday, all watchstanders shall be paid the regular penalty rate (a specified sum)* for such Saturday or Sunday and overtime shall be paid for all regular watches stood on the following Monday.

* Lower than overtime rate.

Other transportation industry agreements specified the premium to be paid if work was required and guaranteed a minimum number of hours' pay. In the first illustration, a stevedoring agreement, the parties differentiated between two classes of holidays:

(25) No Work Holidays

There is to be no work performed on New Year's Day, Easter, Fourth of July, Labor Day, and Christmas Day except the handling of mail, baggage and perishable cargo or unless a ship is in distress, such as fire, leaking bottom, or other causes that would damage the cargo or vessel. In the event work is done on vessels on the above holidays, the rate of pay for such ship work shall be double the straight-time rate. Should any of the above holidays, except Easter, fall on Sunday, double time will be paid for any work done on Sunday, and work done on the following Monday will be paid at time and one-half.

In the event men work on any of the above "no work holidays," they shall be guaranteed 4 hours' pay for the first period, with no exceptions, and if ordered back for the second period, they shall be guaranteed an additional 4 hours' pay with no exceptions.

Working Holidays

Mardi Gras Day, Veteran's Day, and Thanksgiving Day are to be paid for at the overtime rate: One and one-half $(1^{1}/_{2})$ times the straight-time rate. Should any of the above holidays fall on Sunday, the following Monday will be observed.

Gangs working on the above holidays will be guaranteed 4 hours' pay for the first period with no exceptions and if ordered back for the second period will be guaranteed two (2) hours' pay with no exceptions.

(84) Regular employees called to work on any of the above listed holidays shall be paid a minimum of six (6) hours' pay at two (2) times the regular rate in addition to eight (8) hours referred to above.

Only 69 agreements did not specify holiday work premium, and 17 of these prohibited work on holidays:

(214) No work shall be done on Memorial Day, Labor Day, or New Years' Day. Workers shall be paid for these holidays at their respective minimum rates regardless of whether such holiday fall on a working or a nonworking day of the week and regardless of whether the shop is working during the week in which the holiday occurs. Moreover, no worker shall be required to work on May Day (May 1), Columbus Day, Independence Day (July 4), Thanksgiving Day, or Christmas Day (December 25) and refraining from work on these days shall not be considered a "stoppage" or breach of any of the provisions of this agreement.

As in earlier studies, agreements with holiday work restrictions were concentrated in the apparel and retail trade industries although restrictions about work on specific holidays, primarily Labor Day, also were included in a number of other agreements.

Unpaid Holidays

Holidays on which an employee was not required to work and for which he receives no pay were included in 17 percent of the 1,970 agreements, but nearly 7 out of 10 were in construction (table 24). In several other industries, textiles for example, the parties usually negotiated contracts providing for paid as well as unpaid holidays; thus, one-fifth of the agreements without paid holidays combined some days of paid and some of unpaid leisure.

When more paid holidays were observed by the parties, the incidence of unpaid holidays since 1958 has continued to decline as it had during the early 1950's.

| | Percentage with | inpaid holidays |
|-------------------------------------|-----------------|-----------------|
| Provision | 1966-67 | 1958 |
| All industries | 100 | 100 |
| With unpaid holidays | 17 | 18 |
| With unpaid holidays exclusively | 13 | 9 |
| All industries with unpaid holidays | | |
| excluding construction | 6 | 11 |

The proportion of unpaid holidays was lower despite a relatively larger number of construction agreements examined in 1966-67 than in 1958. However, in these construction agreements, the ratio of agreements with only unpaid holidays rose somewhat over the 8-year period since agreements combining both arrangements were found in other industries. When construction was eliminated from the totals the ratio of agreements with unpaid holidays declined from 11 percent in 1958 to 6 percent in the current study.

As in the past, the 6 standard holidays were included in most agreements with unpaid holidays. That number was stipulated in 38 percent of the current agreements; an additional 22 percent listed 7 days off without pay.

The terms of an agreement providing compensation for work on paid holidays were generally more liberal than those in contracts providing unpaid days of rest. In the first situation the employee's contractual holiday pay, in most industries, must have been supplemented by at least the equivalent of an additional day's pay, and frequently more. Without this incentive employees might be reluctant to work on the holidays. As noted earlier in this report the largest proportion of 1966-67 agreements examined specified a premium of double time and one-half or holiday pay plus time and one-half. In agreements without paid holidays a smaller payment generally represented a sufficient premium to compensate for the inconvenience of working on a holiday. Frequently the amounts of the premiums for holiday and overtime work were the same. Since 1943, 25

Op. cit. Almost 50 percent of the agreements provided double time for work on paid holidays.

the largest proportion of provisions required the payment of double-time for work. In 1966-67, this proportion rose to 74 percent. A relatively small proportion (18 percent) established a premium of time and one-half (table 25).

Agreements that combined paid and unpaid holidays generally also contained a dual premium pay structure—a higher premium was stipulated for paid than unpaid holidays:

(215) Except as may be hereafter mutually agreed upon there shall be no work required on Sundays and the following holidays:

New Year's Day Memorial Day Independence Day V-J Day Labor Day

Columbus Day Armistice Day Thanksgiving Day Christmas Day

so long as these days are legal holidays in the State of Rhode Island, and if their observance has not been suspended by National or State proclamation, resolution, regulations or similar authority.

All work actually performed on the aforesaid holidays, at the request of the company, shall be paid for at the rate of time and one-half of the actual straight-time earnings for the day worked.

The company agrees to pay for the following legal holidays regardless of the particular day of the week on which said holiday occurs:

Memorial Day Labor Day Armistice Day Thanksgiving Day Christmas Day New Year's Day

- . . . Production employees required to work on any of the foregoing scheduled paid holidays are to be paid their holiday pay . . . if eligible for such holiday pay, plus time and one-half of their actual straight-time earnings for the day worked, as total compensation for holiday pay and time actually worked on such day.
- (216) All work performed on the following days shall be paid for at time and one-half the employee's rate for the first eight (8) hours, double-time thereafter: Washington's Birthday, Decoration Day, and Veterans Day.

All work performed on the following days shall be paid for at double the employee's regular rate . . . from 6 p.m. New Year's Eve to midnight New Year's Day, Fourth of July,* Labor Day,** Thanksgiving Day, and from 6 p.m. Christmas Eve to midnight Christmas Day.

- * Paid holiday for employees with 3 years or more service.
- ** Paid holiday for employees with 7 years or more service.

Many of the agreements implied that work on unpaid holidays was the equivalent of overtime by including both in the same section and specifying the same payment. In the first illustration the parties separated the unpaid holiday and weekend overtime provisions but in the second example they were combined:

- (217) It is expressly understood and agreed by and between the parties hereto, that time and one-half $(1^1/2)$ will be paid for all work performed by employees on the following $\sqrt{5}$ unpaid holidays $\sqrt{5}$...
- (218) During the life of this agreement . . . any work performed on Saturdays, Sundays, and 16 unpaid holidays shall be paid at the rate of double-time the employees regular straight-time hourly rate of pay.

Like the payment provided for unworked holidays some agreements required the employee to qualify for the premium specified for work on unpaid holidays by meeting stated requirements:

(219) All time worked by regular employees on a specified \sqrt{unpaid} holiday shall be paid for at the rate of one and one-half $(1^1/2)$ times the hourly rate then being paid such employee for straight-time work, provided, however, that in order to qualify . . . an employee must work his regularly scheduled workday, before, and his regularly scheduled workday after, said holiday, except in case of a certified illness, or in case permission for absence has been given by the employer, or the employee's regular day off falls on the day before or the day after a holiday.

Table 19. Paid Holiday Provisions in Major Collective Bargaining Agreements by Industry, 1966-67

| | (Workers in | | | | | |
|---|--|---|---|---|---|--|
| Industry | Numb- agreen stud | nents | Numbe paid ho provisi | liday | Number paid ho provisi | liday |
| | Agreements | Workers | Agreements | Workers | Agreements | Workers |
| All industries | 1,970 | 7,779.7 | 1,697 | 6,756.7 | 273 | 1,023,1 |
| Manufacturing | 1, 113 | 4,324.2 | 1,110 | 4,317.1 | 3 | 7.1 |
| Ordnance and accessories Food and kindred products Tobacco manufactures Textile mill products Apparel and other finished textile products Lumber and wood products, except furniture Furniture and fixtures Paper and allied products Printing, publishing, and allied industries Chemicals and allied products Products of petroleum and coal Rubber products Leather and leather products Stone, Clay, and glass products Primary metal industries Fabricated metal products Machinery, except electrical Electrical machinery Transportation equipment | 19 124 13 28 55 13 19 58 33 68 21 24 25 42 112 61 129 110 | 61. 4 380. 3 28. 2 69. 6 395. 5 24. 5 30. 1 121. 0 65. 7 111. 1 71. 5 122. 6 576. 7 142. 7 338. 8 408. 8 1,122. 7 | 19 122 13 28 55 13 19 58 33 68 21 24 25 42 112 61 129 109 121 | 61. 4 374. 2 28. 2 69. 6 395. 5 24. 5 30. 1 121. 0 65. 7 111. 1 71. 5 122. 6 576. 7 142. 7 338. 8 407. 8 112. 7 | | 6.1 |
| Instruments and related products | 25 13 | 40. 2 29. 1 | 25 13 | 50, 2 29, 1 | - | - |
| Nonmanufacturing | 857 | 3,455.6 | 588 | 2,439.6 | 270 | 1,016.0 |
| Mining, crude petroleum, and natural gas production Transportation Communications Utilities: Electric and gas Wholesale trade Retail trade Hotels and restaurants Services Construction Miscellaneous nonmanufacturing | 21 98 90 81 22 129 47 72 292 | 120. 6 624. 9 562. 5 185. 3 38. 8 343. 9 178. 4 274. 9 1,118. 3 | 20 90 84 80 21 129 37 58 64 | 119. 6 588. 5 516. 5 184. 1 37. 6 343. 9 156. 0 198. 9 287. 9 6. 9 | 1 8 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 1. 0 36. 4 46. 0 1. 2 1. 2 22. 4 76. 0 830. 4 |

Includes 69 agreements covering 241,050 workers and providing both paid and unpaid holidays.
Includes 257 agreements covering 949,550 workers and having unpaid holidays and 16 agreements with no reference to holidays.

Excludes railroad and airline industries.

Table 20. Annual Number of Paid Holidays in Major Collective Bargaining Agreements by Industry Division, 1966-67

(Workers in thousands) All industries Manufacturing Nonmanufacturing Number of days Agreements Workers Agreements Workers Agreements Workers Total agreements with paid holiday 4,317.1 1,697 6,756.7 587 2,439.6 1,110 provisions -----Less than 6 days -----150.8 24 54.0 96.8 147.7 126 564. 3 190 711.9 64 6 days plus I half day-16 17 121.4 119.9 1.5 23 40.0 22 38. 0 2. 0 6 days plus 2 half days -----225 1,080.3 351 505. 2 1,585.4 126 7 days plus 1 half day-----17 37. 3 13 31.5 5.8 7 days plus 2 half days -----28 27 37.8 1.4 39. Z 1.2 7 days plus 3 half days -----1.0 1,739.8 696.2 8 days ---492 342 1043.6 150 8 days plus 1 half day-13 10 9.4 23. 3 13.9 3 38 162.4 35 146.2 3 16. 2 8 days plus 2 half days ---319 1,678.6 258 1,439.2 61 239.4 9 days -----3, 4 9 days plus 1 halfday -----3.4 3 3.5 9 days plus 2 half days -----12 18.7 15. 2 3 10 days ----64 180. 2 40 93.5 24 86.7 10 days plus 1 half day ----2.7 1 2. 3 2 5.0 1,0 10 days plus 2 half days ----30 103.3 11 days-46 136.0 16 32.7 13.4 ll days plus I half day-1 13.4 1 2 4.3 11 days plus 2 half days -4.3 12 days -20 84.4 3 6.7 17 77.7 1. 1 12 days plus 2 half days ----1.1 1 2. 0 2.0 17 days 1.5 1.5 12, 5 1.4 13.9 Other

¹ The number of holidays is determined by local supplements in 2 agreements, by State proclamation in 1, and by location and operation in the other.

Table 21. Annual Number of Paid Holidays in Major Collective Bargaining Agreements by Industry, 1966-67

(Workers in thousands) 7 days plus 8 days plus Less than 6 days plus 6 days plus 6 days 7 days 8 days l or more l or more 6 days l half day 2 half days Industry half days half davs Agree Work-Work-Work-Agree. Agree Agree-Agree-Work-Work-Work-Work-Agree-Agree-Agreement ers ment ers ment ers ment ers ment ers ment ers ment ment ers All industries 49 150.8 190 711.9 121.4 23 40.0 351 1.585.4 47 78.7 492 739.8 185.7 51 24 54.0 147.7 16 120.0 22 Manufacturing _____ 38.0 225 080.3 41 70, 3 342 043.6 160.1 Ordnance and accessories Food and kindred products 5.0 15 36.0 16 30.6 2. 1 1 60 222.6 3 3.7 Tobacco manufactures 2.3 1 1.1 22. 1 2.7 Textile mill products 24.1 9 21.8 3 5.4 3 4.5 Apparel and other finished textile products ____ 14.0 14 42.9 14 115.2 1 1.0 15 198.1 2 11.7 2 8.0 1 1.0 Lumber and wood products, except furniture 16.1 2 4.4 4.0 Furniture and fixtures 2.2 1 1.2 1 3, 5 1 1. 1 6 4 5.6 Paper and allied products 16 37.9 32 67.0 Printing, publishing, and allied industries 4 4.4 7.3 3 3 17.7 1.1 Chemicals and allied products 4 16.0 40.5 7.2 Products of petroleum and coal 1.0 18 39. 3 Rubber products 3.7 6 8.0 2 Leather and leather products 2. 0 3. 2 6 22. 1 2 3.7 29.5 Stone, clay, and glass products 3 8.0 1.1 20.9 1.4 22 76.8 Primary metal industries 1.3 1.5 71 517.4 3 3.6 22 32. 3 2 5.4 Fabricated metal products 1 1.2 3 6.4 11 25.0 3 4.0 18 56.8 5. 1 Machinery, except electrical 1.0 3 7.4 15 36.2 9 14. 3 34 68.5 13 20.5 Electrical machinery 4.3 12.3 2.5 74.1 37 12.5 238, 6 11.9 Transportation equipment 2 2.5 2 6.3 14 55.2 3 3.9 26 76.4 100.4 Instruments and related products 2.6 1 1. 1 7 19.9 3 3.9 Miscellaneous manufacturing _____ 1.0 1 1 1.2 1 1.3 8.1 Nonmanufacturing _____ 25 96.8 126 564.3 2.0 126 505.2 6 696.2 25,6 8.4 Mining, crude petroleum, and natural gas production _____ 10.0 13 22.5 84.0 Transportation1 27 276.2 1 1.0 13 47.1 91.7 Communications 3 3. 2 1 3.5 26 205.8 187.9 1 1.0 34 Utilities: Electric and gas _____ 1.8 1 2,0 10 4 22 2 8. 4 18.8 4.9 53.8 Wholesale trade 2.5 2 3.7 15.6 Retail trade 3 11.0 40 78.2 30 88.5 2.5 1 34 103.8 3 16.2 Hotels and restaurants _____ 10 49.8 17 57.1 37.6 6-11.6 17 53.3 1 Services 1.5 16 52.6 7-12.8 Construction _____ 19.4 20 89.3 -14 50.4 16 Miscellaneous nonmanufacturing _____ 1.0 4.4

Table 21. Annual Number of Paid Holidays in Major Collective Bargaining Agreements by Industry, 1966-67-Continued

(Workers in thousands) days plus 10 days plus ll days plus More than 12 days Other 2 10 days ll davs l or more 9 days 1 or more l or more 12 days Industry half days half days half days Work-Work-Agree-Work-Agree- Work-Agree-Work-Agree- Work-Agree-Agree- | Work-Agree-Work-Agree-Agreement ment ment ment ment ers ers ment ment ers ment ers ment ers ers ers ers ers All industries _____ 319 1,678.6 15 180.2 6.0 46 136.0 17.7 20 84.4 13.9 22.0 64 32.7 12.5 258 93.5 6.7 Manufacturing _____ 439.2 40 Ordnance and accessories 13 41.3 7 2 Food and kindred products 8 28.0 8 20.7 20.1 5.6 Tobacco manufactures 3 Textile mill products 12.7 1 1.2 Apparel and other finished textile products _____ 2 3.7 Lumber and wood products, except furniture Furniture and fixtures 3 3.5 2 3.6 1 3.0 2 7 3.4 2.5 Paper and allied products ... 10.3 Printing, publishing, and allied industries 23.2 4. 2 11 2.7 1 1.0 1 1.2 Chemicals and allied products ... 20 40.4 15.4 Products of petroleum and coal ___ 1.4 1 7.0 Rubber products ... 17 99.5 1 2.0 Leather and leather products ____ 7.8 1 1.2 7 Stone, clay, and glass products 14.5 1.1 Primary metal industries 8 3 3.3 10.8 Fabricated metal products 18 39.5 1.1 1 1.5 1.0 1.3 49 184, 1 4.2 1.3 1.5 Machinery, except electrical 21 Electrical machinery 51.1 1 1.6 1.5 Transportation equipment 62 858.0 2.7 2 17.4 9 14.9 5.6 1 1.0 Instruments and related products 1.3 Miscellaneous manufacturing -----15.5 2 2.0 239.4 86.7 30 103.3 17.7 17 77.7 Nonmanufacturing _____ 24 Mining, crude petroleum, and natural gas production _____ 11 65.3 Transportation 1 16 91.8 4 12.1 1 3.5 Communications 42.5 3 14.2 8 45.1 13.4 Utilities: Electric and gas 11 16.6 5 5.9 7 20.9 1 2.3 10 35.2 2 4.3 1 1.4 1 2.1 2. 0 Wholesale trade _____ 5 1.0 2 Retail trade _____ 10 17.8 4 21.2 2 2.2 2 2.6 Hotels and restaurants _____ Services _____ 57.2 3 13.2 4 7.3 1.2 2 2 3.7 3 5.7 _ 1 1.1 -Construction 5.5 1.5 Miscellaneous nonmanufacturing

¹ Excludes railroad and airline industries.

² The number of holidays is determined by local supplements in 2 agreements, by State proclamation in 1, and by location and operation in the other.

Table 22. Specific Holidays Granted in 10 or More Major Collective Bargaining Agreements, 1966-671

(Workers in thousands) Full holiday Half holiday Holiday Agreements Workers Agreements Workers Thanksgiving Day 1,662 6,671.8 Christmas Day 1,660 6,663.6 6,646.9 1,656 Labor Day 1 1.9 Independence Day 1,633 6,578.4 New Year's Day 1,616 6, 383, 7 Memorial Day 6,518.0 1,605 Good Friday
Washington's Birthday
Day before Christmas 2 571 2,529.0 7 11.4 554 2, 168. 6 134 313.5 433 1,826.0 1, 284. 9 Veterans Day 329 304 956.7 Day after Thanksgiving Election Day 659.6 22 150, 7 166 153 635.3 256.0 105 147 1,013.9 Lincoln's Birthday 101 347.1 16.2 Employee's birthday ____ 349.8 Easter (Sunday or Monday) Extra day, to be designated 210.8 74 290.6 Day before or after Independence Day 5 ____ 24 87.6 Patriot's Day 24 71.4 3.4 Extra day, employee's choice 6 41.9 21 138.2 Admission Day San Jacinto Day 10 18.8

Based on a study of 1,970 agreements, 1,697 of which contained paid holiday provisions. Includes a few agreements granting the day after Christmas.

Includes a few agreements providing for the day after New Year's.

Includes 15 agreements providing for 2 extra days, and 4 agreements granting 3 extra days.

Includes 1 agreement providing for both the day before and after Independence Day.
 Includes 9 agreements allowing 2 additional days.

Table 23. Rates of Pay for Work on Paid Holidays in Major Collective Bargaining Agreements by Industry, 1966-67

| | | | | | (W | orkers in | thousands | 3) | | | | | | | | |
|---|---|---|----------------------------------|---------------------------------|-----------------|---|--|--|-----------------|---|--|---|--|---|-----------------------------------|--|
| | | er with | No refe | rates | [| | | Pay rate f | or work | on paid ho | lidays incl | uding holic | day pay | | | |
| Industry | | holiday visions | for we | rk on | | and half | Doub | le time | | time and uarter | Double t | | Trip | le time | Oth | ier 2 |
| | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers |
| All industries | 1,697 | 6, 756. 7 | 69 | 312, 6 | 13 | 51.5 | 322 | 1,442.5 | 82 | 584. 7 | 654 | 1,862.7 | 480 | 2,278.1 | 77 | 224. 8 |
| Manufacturing | 1,110 | 4,317.1 | 48 | 261.9 | 2 | 7.4 | 112 | 301.5 | 76 | 571.5 | 461 | 1,299.5 | 390 | 1,827.0 | 21 | 48. 4_ |
| Ordnance and accessories Food and kindred products Tobacco manufactures Textile mill products Apparel and other finished products Lumber and wood products, except furniture Furniture and fixtures Paper and allied products Printing, publishing, and allied industries Chemicals and allied products Products of petroleum and coal Rubber products Leather and leather products Stone, clay, and glass products Primary metal industries Fabricated metal products Electrical machinery Transportation equipment Instruments and related products Miscellaneous manufacturing | 19 122 13 28 55 13 19 58 33 68 21 24 25 42 25 42 112 61 129 109 121 | 61. 4 374. 2 28. 2 69. 6 395. 5 24. 5 30. 1 121. 0 65. 7 125. 6 48. 7 111. 1 71. 5 122. 6 576. 7 142. 7 338. 8 407. 8 1,122. 7 50. 2 | 1 4 24 | 9. 9 1. 3 13. 6 190. 5 | | 6.3 | 7 2 - 3 2 4 4 2 3 1 3 2 1 | 69. 3 9. 6 14. 0 3. 1 2. 3 3. 0 13. 1 6. 6 - 4. 7 5. 8 5. 0 3. 4 9. 3 79. 1 58. 7 4. 5 | 1 56 4 | 1. 1 492. 7 12. 7 12. 9 13. 6 | 10 59 1 16 19 8 5 27 10 61 19 2 12 16 34 16 41 52 32 16 | 23. 7 203. 8 1.1 36. 6 81. 8 13. 2 10. 2 75. 4 16. 9 113. 3 40. 7 4. 8 34. 8 43. 1 47. 7 55. 2 66. 7 263. 7 134. 9 24. 8 | 9 26 8 2 7 4 10 24 13 5 1 22 4 17 17 38 77 33 64 7 | 37. 7 82. 3 17. 1 9. 9 109. 3 8. 2 13. 5 35. 8 27. 4 5. 8 1. 0 106. 3 5. 6 60. 2 29. 0 70. 2 244. 3 63. 0 876. 0 21. 0 | 3 | 8. 9 |
| Nonmanufacturing | 587 | 2,439.6 | 21 | 50.7 | 11 | 44, 2 | 210 | 1,141.0 | 6 | 13.2 | 193 | 563.2 | 90 | 451.1 | 56 | 176. 4 |
| Mining, crude petroleum, and natural gas production Transportation Communications Utilities: Electric and gas Wholesale trade Retail trade Hotels and restaurants Services Construction Miscellaneous nonmanufacturing | 20 90 84 80 21 129 37 58 64 | 119. 6 588. 5 516. 5 184. 1 37. 6 343. 9 156. 0 198. 9 287. 9 6. 9 | - 2 - - 14 1 4 | 2.7 31.3 1.2 15.5 | 7 2 1 | 1. 2 - - - 22. 4 18. 2 2. 5 | 1 38 74 14 2 27 20 15 | 80. 0 232. 0 464. 6 23. 9 3. 0 57. 5 93. 3 50. 9 136. 0 | 5 | 12. 2 | 14 20 8 56 13 40 3 32 5 | 27. 4 79. 1 47. 2 143. 1 23. 4 101. 9 12. 6 106. 6 18. 8 3. 3 | 18 - 6 6 43 3 5 | 225. 7 11. 4 11. 2 130. 2 7. 2 7. 8 55. 2 2. 7 | 12 1 3 5 3 - 31 | 49. 1 3. 5 4. 7 23. 2 19. 5 75. 5 |

Includes 17 agreements prohibiting work on paid holidays.

Includes provisions where pay varies by holiday; stipulated rates plus holiday pay from employer contributions to funded plans. Some provisions pay the overtime rate which varies by classification and commodity handled. Others provide specified rates plus additional pay included in basic wages in lieu of holiday pay. Several agreements provided pay rates of double time and double time and eight tenths; others include a flat sum. Still other pay arrangements provide for different rates depending on whether or not the employees was scheduled to work on holidays. Another paid a higher rate for the second half of holiday shifts over the first.

Excludes railroad and airline industries.

Table 24. Unpaid Holidays in Major Collective Bargaining Agreements by Industry, 1966-67

(Workers in thousands) Number Number Number of unpaid holidays of with unpaid 1 agreements 2 days Other 2 Industry 1 day 3 days 4 days 5 days 7 days 8 days 6 days holidays studied Agree- Work- Agree- Work-Agree- Work- Agree- Work- Agree- Work- Agree- Work- Agree- Work- Agree- Work- Agree Work- Agree- Work-Agree-| Workments ments ments ments ers ments ments ers ers ers ers ments ers ments ers ments ers ments ers ments ers 1,970 7,779.7 326 1,190.6 23 15 418,3 27 79.8 14 60.0 72 285.7 33 103.1 All industries --Manufacturing-1,113 4.324.2 52 117.8 21 43.3 11 38,8 15.5 10.3 2.9 7.1 Ordnance and accessories----19 61.4 124 380.3 11.6 1.0 2 Food and kindred products ---3 5.5 1 5.1 Tobacco manufactures -----13 28.2 1.0 1.0 Textile mill products ---28 69.6 12 22.8 2 4.2 2 5.1 2 2.4 4 8, 3 2 2, 9 Apparel and other finished textile products-55 395.5 5 14.0 2 6.6 3 7.4 Lumber and wood products, 2 except furniture 13 24.5 2.5 2.0 Furniture and fixtures-19 30.1 1.1 1.1 Paper and allied products ---58 121.0 1.0 1.0 Printing, publishing, and allied industries 33 65.7 Chemical and allied 68 125,6 products Products of petroleum and 21 coal -48.7 Rubber products---24 111.1 1.0 1 1.0 Leather and leather 25 products-71.5 22.5 4 12.8 2 9.7 Stone, clay, and glass products -122.6 3.5 2 2.3 1,2 Primary metal industries ---112 576.7 Fabricated metal products ---61 142.7 2.0 1 1 2.0 Machinery, except electrical-129 338.8 4.0 2 3.0 1.0 Electrical machinery -----110 408.8 1 2 2. 7 1.7 1.0 Transportation equipment ----121 122,7 20.5 2 4.5 1 15.0 1.0 Instruments and related 25 50.2 products ----1.8 1.8 Miscellaneous 29.1 manufacturing -----2 4.0 2 4.0 13 072.9 455.6 274 17.6 18.7 49.8 120 401.2 72 285.7 133.9 Nonmanufacturing ----27 103.1 Mining, crude petroleum, and natural gas 21 120.6 10.0 11.0 production---Transportation 3 ---98 624.9 52.1 24.0 1.8 4 26.3 90 562.5 1.0 Communications ----1.0 Utilities: Electric and gas---81 185.3 1 1 1.2 1.2 Wholesale trade -22 38,8 2 3, 7 -1 2.5 ı 1.2 Retail trade----129 343.9 5, 4 5.4 58, 7 12.5 3 15.5 2 Hotels and restaurants ----47 178.4 16 1 5,5 3 12.3 1 1.1 6.6 2.8 2,5 72 Services 274.9 12 67.4 1 5 34.0 2 5.0 17.4 9.6 1.4 Construction -292 118.3 233 2, 1 35.0 5 16.5 108 69 278, 0 23 111.8 26 67.2 872.5 362.0 Miscellaneous nonmanu-5 facturing-

¹ Includes 257 agreements providing unpaid holidays, 69 having both paid and unpaid holidays.

Includes 4 agreements providing 9 unpaid holidays; 15 with 10; 11 with 11; 1 with 12; 1 with 71/2; and 1 that varied by State.

Excludes railroad and airline industries.

Table 25. Rates of Pay for Work on Unpaid Holidays in Major Collective Bargaining Agreements by Industry, 1966-67

(Workers in thousands)

| (Workers in thousands) | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|--------------|--|--|
| | Numbe: | r with | | | Pay r | ates for work o | unpaid holiday | s— | | | |
| Industry | unpaid he | olidays | No prov | risions | Time and | one-half | Double | time | Oth | er ¹ | |
| | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements . | Workers | |
| All industries | 326 | 1, 190. 6 | 20 | 90. 2 | 60 | 169.4 | 240 | 918.0 | 6 | 13.4 | |
| Manufacturing | 52 | 117.8 | 77 | 17.8 | 30 | 62. 1 | 12 | 31.9 | 3 | 6. 2 | |
| Food and kindred products Tobacco manufacturing Textile mill products Apparel and other finished products Lumber and wood products, except furniture Furniture and fixtures Paper and allied products Rubber products Leather and leather products Leather and leather products Fabricated metal products Machinery, except electrical Electrical machinery Transportation equipment Instruments and related products Miscellaneous manufacturing | 6 1 12 5 3 1 1 6 3 1 3 2 4 1 | 11.6 1.0 22.8 14.0 4.5 1.1 1.0 22.5 3.5 2.0 4.0 2.7 1.8 | 2 - - 1 - 1 - 1 - - 2 - - | 4.3 2.0 1.0 7.5 3.0 | 2 11 4 2 1 5 - 1 1 1 | 2. 2 21. 6 12. 0 2. 5 1. 1 1. 0 15. 0 1. 7 | 1 1 | 1. 1 1. 0 2. 0 - - 3. 5 2. 0 - - 20. 5 1. 8 | | 4.0 | |
| Nonmanufacturing | 274 | 1,072.9 | 13 | 72.4 | 30 | 107. 3 | 228 | 886, 1 | 3 | 7. 2 | |
| Mining, crude petroleum, and natural-gas production Transportation Communications Utilities: Electric and gas Wholesale trade Retail trade Hotels and restaurants Services Construction | 2 6 1 1 2 1 16 12 233 | 11. 0 52. 1 1. 0 1. 2 3. 7 5. 4 58. 7 67. 4 872. 5 | - 1 - - - - 5 7 | 24.0 30.4 18.0 | - 3 - 2 - 15 1 | 21. 8 - 3. 7 - 55. 9 1. 6 24. 3 | 2 1 1 1 - 1 1 6 215 | 11. 0 5. 3 1. 0 1. 2 5. 4 2. 8 35. 4 824. 0 | - 1 2 | 1, 0 - - - - - - - - - - | |

¹ Includes 3 agreements whose pay rate varied by holiday; 1 whose rate increased as the shift progressed; 1 providing 2 1/4 times the straight time rate; and 1 indicating premium pay, but amount unspecified.

2 Excludes railroad and airline industries.

Appendix A. Detailed Tabulations

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 by Industry, 1966-67

| All industries | | | | | | (Workers | in thousands |) | | | | | | | | |
|---|--|------|------------------------|-------------|-------|--------------------------|--------------|----------|---------|-------|---------|-----|----------|-----|----------|--|
| A | | | ∜ ₂ week va | cation afte | r— | l week's vacation after— | | | | | | | | | | |
| All industries 79 201, 3 252 793, 8 31 59, 8 238 908, 8 1,077 4,103, 6 1 2.0 2 19,4 Manufacturing 37 94, 3 212 626, 9 8 15, 9 113 308, 7 770 2,894, 0 | Industry | | | | | | | than | | 1 ' | ear | | | · . | ears | |
| Manufacturing 37 94.3 212 626.9 8 15.9 113 308.7 770 2,894.0 | | | Workers | Agree- | | | Workers | | Workers | | Workers | | Workers | | Workers | |
| Ordnance and accessories | All industries | 79 | 201.3 | 252 | 793.8 | 31 | 58.8 | 238 | 908.8 | 1,077 | 4,103.6 | 1 | 2.0 | 2 | 19.4 | |
| Toda A kindred products 2 8,9 5 9,6 - 12 34,8 97 306,8 - - - - 10 10 10 10 1 | Manufacturing | 37 | 94.3 | 212 | 626.9 | 8 | 15.9 | 113 | 308.7 | 770 | 2,894.0 | | <u> </u> | - | <u> </u> | |
| Food and kindred products | Ordnance and accessories | _ | - | 3 | 7.6 | - | - | 2 | 5.1 | 9 | | - | - | | - | |
| Tobacco manufactures 1 | | 2 | 8.9 | 5 | 9.6 | - | - | 12 | 34.8 | 97 | 306.8 | - | - | - | - | |
| Testile mill products | | - | - | 1 | 1.1 | _ | - | 6 | 11.8 | 2 | 3.8 | - | - | - | - | |
| Apparel and other finished products | | - | _ | 9 | 22.1 | - | - | 7 | 11.2 | 15 | 33.9 | - | - | - | - | |
| 1 | Apparel and other finished products Lumber and wood products, | 1 | 1.0 | | | - | - | 6 | 22.3 | | | - | - | - | - | |
| Paper and allied products | | - | 1 - | | | - 1 | - | | 1 - | | | 1 - | - | - | - | |
| Printing publishing and allied industries 3 3 3.6 4 5.2 1 1.3 4 5.9 4 5.2 | Furniture and fixtures | | | | | - | - | | | | | - | - | - | - | |
| alled industries | Paper and allied products | 1 | 2.0 | 7 | 12.5 | - | - | 1 | 2.0 | 57 | 119.0 | - | - | - | | |
| Chemicals and allied products 6 7.5 10 24.6 1 1.1 7 10.7 34 67.3 | Printing, publishing, and | ì | 1 | | i | | | | i | 1 | | | i | i | | |
| Petroleum refining and related industries | allied industries | 3 | | 4 | | 1 | | | | | | - | ! - | į - | - | |
| Rubber and miscellaneous plastics 1 | Petroleum refining and related | 6 | 7.5 | 10 | 24.6 | 1 | 1.1 | | | | | - | - | - | - | |
| Leather and leather products | Rubber and miscellaneous plastics | | 1 | - | - | - | - | - | | _ | | - | - | - | - | |
| Stone clay, and glass products - | | | | | -, - | - | | | | | | - | - | - | - | |
| Primary metal industries 2 2 3 13 19.0 6 16.0 101 553.0 7 Fabricated metal products 1 1 1.6 12 19.8 7 20.4 53 120.6 7 20.4 53 120.6 7 20.4 53 120.6 | | 1 | 1.6 | | | - | - | | | | | - | - | - | - | |
| Fabricated metal products | | · • | I | | | - | - | | | | | - | - | - | | |
| Machinery, except electrical 5 26.0 37 80.5 1 1.3 15 54.2 103 233.2 | | | | | | - | - | | | | | - | i - | · - | - | |
| Electrical machinery, equipment, and supplies | | | | | | i - | . - | | | | | - | i - | i - | 1 - | |
| Transportation equipment 7 24.1 18 70.0 2 5.3 13 57.5 71 687.2 | Electrical machinery, equipment, | _ | | | | 1 | 1.3 | 1 | | | | - | - | - | - | |
| Instruments and related products 3 7.0 9 23.1 3 7.0 3 3.9 15 33.5 | | | | | | - | - | | | | | - | - | - | - | |
| Miscellaneous manufacturing 3 3.5 4 16.1 8 12.0 | | | | | | | | | | | | - | - | - | - | |
| Mining, crude petroleum, and natural gas production | | 3 | 7.0 | 9 | 23.1 | 3 | 7.0 | 3 | 3.9 | 15 | 33.5 | - | - | - | - | |
| Mining, crude petroleum, and natural gas production | | - | - | 3 | 3.5 | - | - | 4 | 16.1 | 8 | 12.0 | - | - | - | - | |
| Transportation | Nonmanufacturing | 42 | 107. 0 | 40_ | 166.9 | 23 | 42.9 | 125 | 600.1 | 307 | 1,209.6 | 1 | 2, 0 | 2 | 19.4 | |
| Transportation | Mining crude netroleum and | | | | | | 1 | | 1 | | ŀ | | | | | |
| Transportation 2 3 9.3 - 2 8.3 7 39.0 60 446.1 | | 1 _ | I - | | l - | 1 - | l - | _ | l - | 15 | 25.7 | i - | l - | l - | 1 - | |
| Communications | Transportation 2 | | 9.3 | 1 - | | 2 | 8, 3 | | 39.0 | | | - | _ | | 1 - | |
| Utilities: Electric and gas | | | | 1 2 | 28.1 | | | | | | | l - | | i - | | |
| Wholesale trade - 2 4.9 - 2 3.0 14 25.9 - < | | | | | | | | | | | | - | l - | l - | 1 - | |
| Retail trade 15 | | 1 ** | 1 33.3 | | | 1 [| | | | | | l - | _ | I - | I - | |
| Hotels and restaurants 3 | | 15 | 23 2 | | | 1 10 | | | | | | l - | 1 - | l _ | l - | |
| Services 2 4.2 10 76.0 3 6.3 10 42.5 33 117.7 1 2.0 2 19.4 Construction 1 2.8 5 21.3 Miscellaneous | | | | , | | | | | | | | l - | 1 - | I _ | l - | |
| Construction 1 2.8 5 21.3 Miscellaneous | | | | | | | | | | | | l 1 | 2.0 | l 2 | 19.4 | |
| Miscellaneous | | | 4.2 | | | 1 1 | 1 0.3 | | | | | 1 1 | 1 0 | 1 - | 1 -7.3 | |
| nonmanuacturing | Miscellaneous | , | 1.8 | | | [| 1 - | | | _ | | - | _ | | | |
| | nommanulacturing | | 1 | | | <u> </u> | <u> </u> | <u> </u> | L | L | | | | L | L | |

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, by Industry, 1966-67-Continued

| Industry Communication | · | | _ | | (Worke | ers in thousand | is) | | | | | | | | |
|--|-----------------------------------|-------------|------------|------------|---------|--|------------|------------|---------|------------|---------|------------|------------|--|--|
| Thindustry Charle Vertex Agreements Worker Agreements Worker Agreements Workers Agreements W | | 1 | | | | | | | | | | | | | |
| All industries | Industry | | | l year | | | | 2 y | ears | 3 years | | Other | | | |
| Mamufacturing | | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | | |
| Ordnance and accessories | All industries | 73 | 212.4 | 29 | 83.8 | 45 | 152.8 | 44 | 145. 9 | 142 | 919.1 | 9 | 37. 7 | | |
| Food and kindred products | Manufacturing | 34 | 116.8 | 24 | 70.5 | 34 | 99.8 | 35 | 100. 6 | 138 | 909. 2 | 4 | 8. 8 | | |
| Food and kindred products | Ordnance and accessories | 2 | 5. 1 | l <u>-</u> | _ | _ | l - | | _ | _ | _ | _ | _ | | |
| Tokacco manufactures | | 5 | 13.6 | - ' | - | 1 | 1.2 | 1 1 | 4.5 | 1 1 | 3.2 | | 1 - | | |
| Textile mill products | | _ | _ | - 1 | _ | 1 - | _ | i | | i | | l - | l <u>-</u> | | |
| Apparel and other finished products 2 2,2 - - - - 1 1,0 1 2,5 - - - | | 1 - | _ | _ | _ | l - | l <u>-</u> | l ī | | 7 | | _ | i - | | |
| Lumber and wood products | | 2 | 2. 2 | | _ | l - | ١. | l ī | | | | 1 | _ | | |
| Purniture and fixtures | Lumber and wood products, | _ | | | | _ | _ | • | | 1 | | _ | _ | | |
| Paper and allied products | except furniture | | | - | - | - | ! - | - | - | 1 | 1.3 | - | | | |
| Printing, publishing, and allied industries | | 1 | 2.0 | - | - | 1 | 1.6 | - | - | 1 | 1, 2 | 1 | 1, 1 | | |
| allied industries | Paper and allied products | - | - | - | - | - | - | 4 | 6. 6 | 1 | 1.2 | 1 | 4.2 | | |
| Chemicals and allied products | Printing, publishing, and | | | | | | 1 | | | | | | i | | |
| Petroleum refining and related industries | allied industries | 3 | 3.6 | - | - | 1 | 1.0 | i - 1 | - | - | _ | - | l - | | |
| Petroleum refining and related industries | | 6 | 8.8 | - | _ | 4 | 5.7 | 2 | 6. 9 | _ | _ | l - | - | | |
| Number and miscellaneous plastics | | | | | | i | 1 | | | | | | 1 | | |
| Rubber and miscellaneous plastics - - - - - - | | - | 1 - | - | - | - | - | - | _ | - | - | l - | l - | | |
| Description Communications Communi | Rubber and miscellaneous plastics | | i | 1 | | | ŀ | ! | | i | | | | | |
| Leather and leather products - - - - - - - - - | | 1 - | l - | _ | - | l - | l - | - | _ | 1 | 5.7 | l - | l - | | |
| Stone clay, and glass products - - - - - - - - - | | - | l - | - | _ | - | - | - | _ | 2 | 11.2 | - | l - | | |
| Primary metal industries | | - | l <u>-</u> | 1 - 1 | _ | _ | - | 2 | 3.6 | 3 | 4.1 | 1 - | l - | | |
| Fabricated metal products - - 3 9.8 1 1.4 2 4.5 11 15.2 - - - Machinery, except electrical 5 26.0 5 6.5 4 11.4 4 4.7 33 102.9 1 2.5 | | - | l - | - | _ | - | i - | 2 | 2. 6 | 15 | 20.6 | l - | l - | | |
| Machinery, except electrical | | - | | 3 | 9.8 | 1 | 1.4 | 2 | 4.5 | 11 | 15. 2 | 1 - | l <u>-</u> | | |
| Electrical machinery, equipment, and supplies 1 3.2 5 12.8 19 72.1 9 47.4 30 168.6 - Transportation equipment 6 45.5 10 39.4 3 6.3 24 547.3 Instruments and related products 3 7.0 2 3.9 2 2.0 6 10.7 Miscellaneous manufacturing 1 2.1 1 1.5 1 1.0 1 1.0 Nonmanufacturing 39 95.7 5 13.3 11 53.1 9 45.3 4 9.9 5 29.0 Mining, crude petroleum, and natural gas production 1 1.8 2 3.1 1 1.3 Transportation 1 1.8 2 3.1 1 1.3 Utilities: Electric and gas 10 24.6 3 5.7 2 28.1 Retail trade | | 5 | 26.0 | 5 | | 4 | | | | | | 1 1 | 2.5 | | |
| And supplies | Electrical machinery equipment. | _ | | 1 - | | _ | 1 | | | , | | 1 - | | | |
| Transportation equipment 6 45.5 10 39.4 3 6.3 24 547.3 Instruments and related products 3 7.0 2 3.9 2 2.0 6 10.7 | | 1 | 3.2 | 5 | 12. 8 | 19 | 72.1 | 9 | 47.4 | 30 | 168.6 | | l . | | |
| Instruments and related products | | 6 | | 10 | | 1 -2 | } | غ ا | | | | l - | l - | | |
| Miscellaneous manufacturing - - 1 2.1 1 1.5 1 1.0 - - 1 1.0 Nonmanufacturing 39 95.7 5 13.3 11 53.1 9 45.3 4 9.9 5 29.0 Mining, crude petroleum, and natural gas production - - 1 1.8 - - 2 3.1 1 1.3 - - - 1.0 2.0 1 1.3 - - - - 2 3.1 1 1.3 - | | | | - | | 2 | 3.9 | | | | | | ! _ | | |
| Manufacturing | | 1 | | | | · - | ٠, , | | | ľ | | i | ĺ | | |
| Nonmanufacturing 39 95.7 5 13.3 11 53.1 9 45.3 4 9.9 5 29.0 Mining, crude petroleum, and natural gas production 1 1.8 2 3.1 1 1.3 Transportation ² 3 7.5 3 9.8 2 7.4 Communications 5 27.7 2 28.1 2 7.4 Utilities: Electric and gas 10 24.6 3 5.1 | | _ | l - | 1 1 | 2.1 | 1 | 1.5 | 1 | 1.0 | _ | _ | 1 | 1.0 | | |
| Mining, crude petroleum, and natural gas production 1 | _ | 30 | 05.7 | [[| 12 2 | ١,, | | | | , | | _ | 30.0 | | |
| Mining, crude petroleum, and natural gas production | Nonmanuiacturing | | 75.7 | | 13.3 | | 33.1 | | 45.3 | | 9.9 | | 29.0 | | |
| Natural gas production | Mining, crude petroleum, and | | ļ | | | | l | İ | | | | _ | i | | |
| Transportation 2 3 7.5 3 9.8 2 7.4 2 7.4 2 7.4 | natural gas production | - | _ | 1 1 | 1.8 | - | l - | 2 | 3. 1 | 1 1 | 1. 3 | - | i - | | |
| Communications 5 27.7 - 2 28.1 | | 3 | 7.5 | 3 | 9.8 | - | - | _ | - | 2 | 7.4 | 1 - | i - | | |
| Utilities: Electric and gas 10 24.6 - - 3 5.1 -< | | 5 | 27. 7 | | - | 2 | 28. 1 | - | - | | - | - | l <u>-</u> | | |
| Wholesale trade 15 23.5 - - 3 13.1 1 2.0 1 1.2 1 1.6 Hotels and restaurants 2 5.4 - - 2 4.8 1 1.6 - - - - Services 3 5.6 - - 1 2.1 5 38.6 - - 4 27.4 Construction - - - - - - - - | | 10 | | 1 - 1 | _ | 3 | | _ | _ | | _ | 1 - | | | |
| Retail trade 15 23.5 - - 3 13.1 1 2.0 1 1.2 1 1.6 Hotels and restaurants 3 5.6 - - 2 4.8 1 1.6 - - - - Services 3 5.6 - - 1 2.1 5 38.6 - - 4 27.4 Construction - - - - - - - - | | 1 | | 1 - 1 | - | 1 - | | l - 1 | - | | _ | | _ ا | | |
| Hotels and restaurants 2 5.4 2 4.8 1 1.6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | | 15 | 23, 5 | 1 - 1 | _ | 3 | 13.1 | 1 | 2, 0 | 1 1 | 1.2 | 1 | 1.6 | | |
| Services 3 5.6 1 2.1 5 38.6 4 27.4 Construction | | | | 1 - 1 | - | | | i i | |) [] | – |] [| -:- | | |
| Construction | | | | l - 1 | - | | | ا ق | | 1 - 1 | - | 4 | 27.4 | | |
| Miscellaneous | | 1 - | | 1 - 1 | _ | 1 - | | 1 - | - | | _ | 1 : | -::- | | |
| | | _ | _ | · | _ | 1 - | _ | | _ | - | _ | 1 | l - | | |
| | | 1 1 | 1.5 | 1 1 | 1.8 | | _ | - | _ | - | - | - | - | | |
| | | 1 | | | | | | | 1 |] . | | 1 | | | |

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, by Industry, 1966-67—Continued

| (Workers in thousands) | | | | | | | | | | | | | | | | |
|---|----------------------------------|---|---|--|---------------------------------|--|-----------------------------|--|---|--|----------------------------|-----------------------------------|---------------------------|--|-----------------|---------|
| | 2 weeks' vacation after— | | | | | | | | | | | | | | | |
| Industry | 6 months and less than I year | | l year | | Over 1 and less than 2 years | | 2 years | | 3 years | | 4 years | | 5 years | | Other | |
| | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers |
| All industries | 31 | 78,8 | 302 | 1,210.4 | 12 | 30, 5 | 355 | 1,196.9 | 506 | 1950. 1 | 26 | 103.9 | 269 | 1,216.2 | 4 | 26. 4 |
| Manufacturing | 8 | 16.1 | 168 | 790.8 | 5 | 9.3 | 159 | 417.9 | 375 | 1,338.1 | 24 | 81,9 | 254 | 1,170.3 | 1 | 1.0 |
| Ordnance and accessories———————————————————————————————————— | 1 - | 2.0 | 8 17 8 2 8 | 34. 0 42. 4 20. 2 4. 2 117. 3 | | | 3 45 1 2 | 10.0 120.2 2.7 4.4 2.0 | 4 49 1 2 5 | 9. 0 183. 0 1. 1 9. 9 12. 6 | 2 - | 4. 4 - 1. 0 | 1 6 1 17 5 | 3. 7 13. 7 1. 3 30. 0 9. 8 | - | - |
| Lumber and wood products, except furniture Furniture and fixtures Paper and allied products Printing, publishing, and allied | : | - | - 3 - | 4. 3 | - | | 3 3 | 4. 0 3. 1 | 8 6 43 | 15. 3 11. 8 97. 3 | - | | 4 4 11 | 6. 1 4. 1 19. 6 | = | : |
| Chemicals and allied products | 1 | 1, 3 | 5 27 | 7. 0 47. 9 | 3 | 4.6 | 3 12 | 3, 4 | 17 | 1.8 36.9 | 2 | 3.0 | 1 | 1.0 | - | = |
| industries Rubber and miscellaneous plastics products Leather and leather products Stone, clay, and glass products Primary metal industries Fabricated metal products Machinery, except electrical | | 1.0 | 20 - - 5 8 1 16 | 10.3 20.1 1.7 80.7 | | 1.2 | 2 1 7 1 8 14 | 3. 2 2. 5 16. 6 1. 3 19. 0 29. 1 | 20 3 8 75 27 43 | 98. 5 4. 6 13. 4 513. 8 78. 2 86. 5 | - 1 1 - 3 4 | 2. 1 1. 5 - 5. 3 5. 7 | 1 19 19 25 17 | 1. 0 5. 7 60. 0 78. 0 33. 2 27. 6 129. 2 | 1 | 1,0 |
| Electrical machinery, equipment, and supplies ———————————————————————————————————— | 2 1 1 | 2. 6 3. 6 4. 6 | 5 30 5 | 23. 6 321. 5 6. 6 | 1 - | 3, 5 - - | 31 17 2 | 103. 8 63. 9 3. 3 | 27 24 6 | 60. 3 67. 7 16. 9 20. 0 | 6 2 2 - | 37. 7 16. 7 4. 5 | 32 33 7 3 | 167. 6 563. 7 11. 7 | - - | |
| Nonmanufacturing | 23 | 62.7 | 134 | 419.6 | 7 | 21.3 | 196 | 779.1 | 131 | 612.0 | 2 | 22.0 | 15 | 45, 9 | 3 | 25, 4 |
| Mining, crude petroleum, and natural gas production Transportation ² Communications Utilities: Electric and gas Wholesale trade Retail trade Hotels and restaurants Services Construction Miscellaneous nonmanufacturing | 1 4 7 7 1 3 | 1. 0 26. 7 15. 8 - 9. 8 1. 9 7. 6 | 2 10 29 35 5 29 2 19 | 2. 1 35. 7 162. 7 86. 5 9. 7 73. 6 6. 0 38. 2 | 2 3 - 2 | - 10.8 5.9 - 4.6 - - | 9 48 30 9 49 40 10 | 21. 1 315. 2 67. 0 17. 0 152. 9 162. 4 40. 8 2. 8 | 12 46 - 5 6 36 4 20 2 | 22. 2 411. 3 - 8. 9 9. 9 82. 6 6. 3 68. 0 3. 0 | 1 1 | 16.0 | 2 6 2 2 3 2 2 | 2. 5 20. 7 - - 2. 6 - 4. 6 15. 5 | 3 | 25. 4 |

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, by Industry, 1966-67—Continued

(Workers in thousands) 21/2 weeks' vacation after-Over 1 and less Over 5 and less Over 10 and less Industry l year 5 years 10 years 15 years Other than 10 years than 5 years than 15 years Agree-Agree-Agree-Agree-Agree-Agree-Agree-Workers Workers Workers Workers Workers Workers Workers Workers ments ments ments ments ments ments ments ments 111.9 19.0 305.7 135.8 101 732.5 3.0 All industries 41 25.9 103.8 3.0 11.1 29 238.5 40 35 90.8 99 729.6 13 37.3 2 2.3 Manufacturing Ordnance and accessories _____ Food and kindred products 5.2 1 3.2 3 7.4 3.0 1 1.6 2 Tobacco manufactures 1 2.7 1 1.0 1 1. 2 1 1 Textile mill products _____ . _ 1.4 1.0 1 1.0 Apparel and other finished products ____ Lumber and wood products, except furniture 1 1.9 Furniture and fixtures 1 2.0 2 2.3 Paper and allied products 1 1. I 1.2 Printing, publishing, and allied industries 1.2 1 1.3 1 3.7 Chemicals and allied products _____ 8.0 Petroleum refining and related 1 industries -----1.0 Rubber and miscellaneous plastics 1 1.5 products ____ 3 3. 5 Leather and leather products Stone, clay, and glass products _____ 2 2.4 2 3.0 3 9.1 3 6.7 5 6.2 20 27.4 Primary metal industries 13 12.2 3 Fabricated metal products 6 3 7 24.9 Machinery, except electrical _____ 8 45.0 6 13.7 3 4.9 23 99.5 5 9.7 Electrical machinery, equipment, 14 48.7 6 9. 5 1 1.0 and supplies 14.4 13 172.9 Transportation equipment 5 11.1 14 51.0 2 2.3 21 540.9 2 16.7 Instruments and related products 1 9.5 2 2, 4 1.0 Miscellaneous 1 1 1.0 manufacturing -----_ 1.5 67.2 23.6 Nonmanufacturing _____ 7. 9 12 32.0 21.1 3.0 9. 2 Mining, crude petroleum, and 2 3.0 natural gas production _____ 1 6.0 2 3.0 Transportation 2 1 1.0 Communications -----1 2, 3 4 9. 2 1 2.0 Utilities: Electric and gas _____ Wholesale trade _____ 1 1.1 1 3.5 111 2 2.2 Retail trade _ 1.9 1 32.0 11.1 Hotels and restaurants _____ 2 -5 55.0 Services 5.6 2 19.4 Construction Miscellaneous nonmanufacturing -----

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 by Industry, 1966-67-Continued

| | | | | | | (Work | ers in th | ousands) | | | | | | | | | | <u> </u> |
|---|---------------------------------|--|---|--|-----------------------------------|--|---|---|----------------------------|---|--------------------------------------|--|-----------------|------------------|---|--|-----------------|---------------------------------------|
| | | | | | | | | 3 week | s' vacat | ion after- | _ | | | | | | | |
| Industry | | s than /ears | 5 | years | | and less years | 10 3 | years | 11 ; | years | 12 , | years | 13 and | 14 years | 15 | years | Oti | her |
| | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers |
| All industries | 39 | 209.7 | 155 | 552. 1 | 82 | 211, 2 | 824 | 3, 133. 3 | 44 | 365. 4 | 84 | 157. 4 | 18 | 42. 2 | 185 | 926.7 | 13 | 50. 3 |
| Manufacturing | 28 | 179.7 | 89 | 375.7 | 23 | 54.3 | 575 | 2,089.9 | 5 | 8.4 | 52 | 91.6 | 12 | 18.3 | 167 | 895.4 | 7 | 13.6 |
| Ordnance and accessories Food and kindred products Tobacco manufactures Textile mill products Apparel and other finished products Lumber and wood products, except furniture Furniture and fixtures Paper and allied products Printing, publishing, and allied industries Chemicals and allied products Petroleum refining and related industries Rubber and miscellaneous plastics products Leather and leather products Stone, clay, and glass products Primary metal industries Fabricated metal products Machinery, except electrical | 7 8 3 1 1 | 18. 7 | 28 -2 -3 -4 13 13 | 80. 3 4. 2 - 3. 9 6. 5 25. 8 23. 3 - 6. 9 5. 4 44. 8 | 10 | 24.0 | 14 62 10 2 2 2 7 7 57 -43 7 20 20 73 31 62 | 51. 5 198. 7 23. 4 2. 5 2. 4 12. 5 10. 6 120. 0 - 71. 9 24. 4 99. 3 4. 1 70. 5 5 5 13. 7 7 | | 3. 2 - - - - 1. 3 - 1. 5 | 1 4 - 1 - 1 - 1 1 1 - 3 8 4 4 13 | 1. 4 10. 3 1. 8 - 1. 3 - 3. 8 1. 0 1. 2 - 4. 5 10. 6 6. 3 17. 6 | 1 1 | 1. 7 3. 0 | 1 7 1 2 2 5 5 - 1 1 2 2 1 1 1 1 2 8 8 2 2 3 2 3 3 6 | 3. 7 28. 7 4. 2 3. 2 8. 1 - 1. 2 3. 3 2. 6 5. 7 32. 4 27. 0 32. 1 35. 1 128. 9 | 1 | 2. 6 |
| Electrical machinery, equipment, and supplies | 3 | 19.5 | 13 | 173, 2 | <u>-</u> | - | 80 55 | 356. 9 259. 5 | 1 | 1.1 | 6 7 | 11.7 | 2 1 | 2.6 | 15 23 | 25. 0 541. 3 | 1 1 | 1, 8 2, 0 |
| products Miscellaneous manufacturing | - | - | - | 1.5 | - | - | 7 | 33.7 | - | - | - | 3.5 | 1 | 1.0 | 3 | 6. 9 3. 5 | 1 | 2. 1 |
| Nonmanufacturing | 11 | 30.0 | 66 | 176. 4 | 59 | 157.0 | 249 | 1,043.4 | 39 | 357.0 | 32 | 65.9 | 6 | 23.9 | 18 | 31.3 | 6 | 36. 7 |
| Mining, crude petroleum, and natural gas production———————————————————————————————————— | 5 1 - - 3 1 1 | 13. 5 1. 0 10. 7 1. 9 2. 9 | 2 5 3 2 10 28 4 11 | 2. 1 15. 8 4. 1 2. 5 19. 8 97. 8 7. 4 24. 5 | 1 7 10 3 36 1 1 | 1. 1 14. 3 17. 2 4. 2 117. 7 1. 1 1. 4 | 7 19 68 56 4 53 18 21 | 14. 5 102. 4 482. 6 139. 5 6. 6 99. 6 106. 7 87. 4 | 1 2 - - - - | 350. 4 3. 9 2. 8 | 3 3 6 7 1 1 3 7 | 4. 2 4. 0 15. 8 16. 9 2. 5 1. 0 6. 7 13. 8 1. 2 | 3 1 2 - | 4.6 | 3 - 1 2 1 4 3 3 | 4. 4 -3. 5 3. 6 1. 0 5. 7 5. 6 5. 8 1. 8 | 1 3 2 - | 6. 0 - - - 11. 3 19. 4 |
| nonmanufacturing | - | | 1 | 2, 7 | - | - | 3 | 4. 3 | - | - | | | | | | - | - | |

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 by Industry, 1966-67-Continued

(Workers in thousands) 31/2 weeks' vacation after-Industry 12 years 15 years 17 years 20 years 25 years Other Agree-Agree-Agree-Agree-Agree-Workers Workers Workers Workers Workers Workers ments ments ments ments ments ments All industries -----3.8 36 109.7 24 106.4 24 56. 4 30.0 326.4 Manufacturing-----3.8 35 107.7 21 84.7 24 56. 4 30.0 53 294. 2 Ordnance and accessories -----1 Food and kindred products -----1 1.9 9.6 2.7 1 1.6 2 7.2 Tobacco manufactures ----ī Textile mill products -----1 3. 2 Apparel and other finished products ----Lumber and wood products, except furniture -----Furniture and fixtures-----Paper and allied products -----Printing, publishing, and allied industries ---Chemicals and allied products ---1 1.1 1 5.9 Petroleum refining and related industries ---Rubber and miscellaneous plastics products ---Leather and leather products -----Stone, clay, and glass products -----2 9.7 2 3.5 Primary metal industries ----2.0 2 2.9 1 1. i 4 12, 2 1 1.0 12 14. 2 3 7. 0 4 Fabricated metal products -----1 1.6 5. 2 3. 1 Machinery, except electrical ----5 5.6 13 55.4 5 3 8.6 4 6.5 7.6 Electrical machinery, equipment, 10 63.5 2 3.1 2.7 and supplies ---41.1 20 Transportation equipment -----1 1.8 15 45.8 7. 1 1 6.5 3 12.2 206.5 3 Instruments and related products -----1 1.0 1.0 1 1.1 1 2.0 Miscellaneous manufacturing --Nonmanufacturing -----2.0 21.8 13 32. 2 Mining, crude petroleum, and natural gas production -----3 4, 8 Transportation² 1 2.0 Communications --2 2. 2 17.8 Utilities: Electric and gas-----1 19.6 8 Wholesale trade ----1.1 8.5 Retail trade----1 Hotels and restaurants ----Services ---Construction · Miscellaneous nonmanufacturing -

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 by Industry, 1966-67-Continued

| | | (W | orkers in | thousand | s) | | | | | | | | |
|---|-----------------|---|---|----------------------------------|---|--|--|---|--|-----------------|----------|-----------------------------------|---|
| | | | | | 4 weeks' | vacation | after— | | | | | | |
| 10 and 12 years | 5 ye | | ars | 18 ye | ars | 20 | years | 25 | years | 30 years | and over | 0 | ther |
| Agree- ments Worker: | Agree- ments | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers | Agree- ments | Workers |
| 71 137.6 | 9 | 6 133 | 547. 4 | 47 | 141.0 | 455 | 1,345.5 | 303 | 1,407.3 | 2 | 2, 2 | 99 | 533, 7 |
| 45 86, 1 | - 7 | 1 105 | 465.6 | 10 | 35, 7 | 344 | 1,047.8 | 198 | 865. 1 | 2 | 2. 2 | 28 | 68. 3 |
| 3 4.7 11 22.9 13 23.3 1 1.9 1 2.0 2 6.5 1 1.5 | 3 3 | 3 3 18 - 2 - 1 1 13 7 2 9 10 3 - 15 - 3 9 5 6 2 14 0 4 5 17 5 1 | 92.8 9.0 4.1 54.2 8.9 181.6 81.8 | 11 1 | 10.0 | 9 53 3 2 - 1 34 - 34 6 2 3 15 22 15 49 47 37 10 2 | 35. 2 187. 6 7. 7 3. 0 | 198 2 17 7 1 3 1 1 2 2 1 1 7 65 23 26 29 9 2 1 105 | 3. 3 31. 3 31. 3 17. 1 3. 2 - - 3. 8 1. 0 2. 2 8. 0 1. 0 2. 5 21. 1 493. 5 70. 2 66. 5 96. 8 39. 7 3. 1 | 1 | 1.2 | 28 | 28.5 - - 1.1 1.3 7.2 - 2.7 3.8 - 2.6 2.6 15.1 |
| 3 3.7 6 12.9 2 2.9 2 4.5 4 10.5 1 1.3 7 13.0 | 1 - 1 | 9 5 9 2 5 3 5 17 3 0 | 1. 2 16. 8 - 2. 7 5. 2 56. 0 | 7 - 3 2 25 - - | 23. 6 - 3. 6 4. 2 73. 9 - - | 1 3 6 50 7 30 - 12 1 | 1. 0 17. 7 28. 6 127. 4 14. 0 62. 9 - 43. 0 1. 8 | 8 1 74 7 - 14 1 | 16. 4 1. 0 483. 0 13. 9 - 25. 5 2. 5 | - | | 45 - 18 2 4 - 1 | 415.3 36.6 2.2 8.8 1.6 |
| | - 1 | 4 10. 1 1. 7 13. | 4 10.5 17 1 1.3 - 7 13.0 - | 4 10.5 17 56.0 1 1.3 | 4 10.5 17 56.0 25 1 1.3 | 4 10.5 17 56.0 25 73.9 1 1.3 | 4 10,5 17 56,0 25 73,9 30 1 13.0 - - - 12 1 | 4 10.5 17 56.0 25 73.9 30 62.9 1 13.0 12 43.0 - 1.8 | 4 | 4 | 4 | 4 | 4 10.5 17 56.0 25 73.9 30 62.9 14 25.5 - - 4 1 1.3 - - - - - - - - - - 7 13.0 - - - - 12 43.0 - - - - - 1 - - - - 1.8 - - - - - - |

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 by Industry, 1966-67-Continued

(Workers in thousands) 41/2 weeks vacation after-Less than 20 years 21-24 years 25 years Over 25 years Industry 20 years Agree-Agree-Agree-Agree-Agree-Workers Workers Workers Workers Workers ments ments ments ments ments All industries -----6.7 10 21.0 9 18.8 29.6 14.2 4 Manufacturing ----2 4. 2 10 21.0 3 5, 6 17.3 2 8, 2 Ordnance and accessories -----3, 2 Food and kindred products -----1 Tobacco manufactures-----Textile mill products -----Apparel and other finished products-----Lumber and wood products, except furniture ----Furniture and fixtures -----Paper and allied products -----2. 2 1.1 Printing, publishing, and allied industries -Chemicals and allied products --Petroleum refining and related industries ---Rubber and miscellaneous plastics products ----Leather and leather products --Stone, clay, and glass products -----2, 0 5 16. 2 Primary metal industries ----1 Fabricated metal products --Machinery, except electrical -----7.1 ì 3, 0 Electrical machinery, equipment, 5.0 1.5 2 and supplies ---2.6 Transportation equipment -----2, 0 10.5 4 Instruments and related products -----Miscellaneous manufacturing -----6.0 2, 5 6 13.2 12, 3 Nonmanufacturing-----Mining, crude petroleum, and natural gas production -----Transportation 2 -----2.5 Communications -----Utilities: Electric and gas----6 13.2 1 3.8 4, 5 Wholesale trade ---8.5 Retail trade ----1 Hotels and restaurants -1.5 Services ---Construction --Miscellaneous nonmanufacturing

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 by Industry, 1966-67—Continued

| | | | | (Workers in th | ousands) | | | | | |
|--|-----------------|---------|------------|----------------|--------------|--------------|------------|---------|------------|---------|
| | | * | | | 5 weeks' vac | ation after— | | | | |
| Industry | Less t 20 ye | | 20 y | ears | 25 y | ears | 30 ye | ars | Oth | er |
| | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers | Agreements | Workers |
| All industries | 10 | 24.0 | 50 | 95. 4 | 87 | 272, 3 | 24 | 59. 6 | 19 | 34.6 |
| Manufacturing | 8 | 21.2 | 46 | 84.4 | 73 | 243.4 | 16 | 38.8 | 6 | 11.4 |
| Ordnance and accessories | - | | 5 | | 1 1 | 3.9 | | 2- | - | , |
| Food and kindred products | 5 | 14.7 | 6 | 13.6 | 6 | 11.4 | 1 | 3. 5 | 1 1 | 3. 2 |
| Tobacco manufactures | - | - | - | - | - | - | | | 1 : 1 | |
| Textile mill products | | - | Z | 4.2 | - | - | 1 | 1. 2 | j 1 | 1.8 |
| Apparel and other finished products Lumber and wood products, | - | - | - | - | - | . | - | • | - | - |
| except furniture | } - | - | - | - | - | - | - 1 | - | } - | - |
| Furniture and fixtures | i - | - | - | - | 1 - | | - 1 | . · | - | - |
| Paper and allied products | \ - | - | - | - | 18 | 61.2 | 4 | 5. 9 | - 1 | - |
| Printing, publishing, and allied | | | [| | 1 | | | | 1 | |
| industries | - | - | - | - | I - | - | - | - | - | |
| Chemicals and allied products | - | - | 15 | 27.0 | 6 | 9.0 | - | - | 2 | 4.2 |
| Petroleum refining and related | 1 | | i | | 1 | | | | j | |
| industries |] - | - | 13 | 23. 2 | 1 | 6.5 | - | - | [- | - |
| Rubber and miscellaneous plastics | | | [| | I | | | | | |
| products | - | - | - | - | 15 | 92.8 | - | - | - | - |
| Leather and leather products | - | - | - | - | - | - | - | - | | - |
| Stone, clay, and glass products | - | i - | 6 | 11.3 | 1 | 1.7 | - | • | - | - |
| Primary metal industries | - | - | 2 | 2. 2 | 3 | 4.6 | 3 | 10.5 | - 1 | - |
| Fabricated metal products | 1 | 2.6 | - | - | - 1 | - | | - | | - |
| Machinery, except electrical | 1 | 2.0 | 1 | 1.3 | 13 | 25, 2 | 1 | 1.0 | 1 | 1.1 |
| Electrical machinery, equipment, | | | | | 1 | | | | i i | |
| and supplies | 1 | 2.0 | - | _ | 3 | 6.3 | 1 | 5.0 | | - |
| Transportation equipment | - | - | - | - | 6 | 20.9 | 4 | 9. 8 | 1 | 1. 1 |
| Instruments and related products | - | - | 1 | 1.5 | | - | - | - | | - |
| Miscellaneous | | | } | } | 1 | | | | | |
| manufacturing | - | - | - | - | - 1 | - | I | 2.0 | - 1 | - |
| Nonmanufacturing | 2 | 2.8 | 44 | 11.0 | 14 | 28.9 | 8 | 20.8 | 13 | 23.2 |
| Mining, crude petroleum, and | | | | l | ! | | 1 | | | |
| natural gas production | 1 | 1.8 | 1 2 | 2. 1 | 2 | 2.6 | _ | ·_ | _ | _ |
| Transportation 2 | 1 | 1.0 | _ | l ": * | 1 2 | 7.5 | 5 | 15. 8 | | _ |
| Communications | 1 | 1.0 | | 1 - | 1 - | ,., | 1 | 15. 6 | [| - |
| Utilities: Electric and gas | 1 . | 1.0 | 1 - | I | 1 6 | 8.5 | 2 | 3. 5 | 9 | 17.1 |
| Wholesale trade | I - | 1 [| i i | 3.5 | 1 - | 0. 3 | | 3.3 | <u>'</u> | **** |
| | I - | 1 - | 1 1 | 5.4 | 1 4 | 10.3 | 1 [| _ | 1 4 | 6. 2 |
| Retail tradeHotels and restaurants | _ | 1 [| 1 : |] ":" | 1 . | 10.3 | | _ | ' | • |
| Services | | 1 - | | <u> </u> | 1 [| l | 1 1 | 1.5 | 1 [| - |
| | 1 | 1 - 1 | 1 - | 1] | 1 - | I | 1 1 | 1.5 | | _ |
| Construction | } - | - | _ | _ | - | - |] | _ |] | _ |
| nonmanufacturing | - | _ | - | | · - | _ | - | - | _ | - |
| | | | | | | | | | | |

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, 1 by Industry, 1966-67-Continued

(Workers in thousands) 51/2 weeks' vacation after-6 weeks' vacation after-Less than 22 years 32 years 25 years 25 years 35 years Other Industry 25 years Agree-Agree-Agree-Agree-Agree-Agree-Agree-Workers Workers Workers Workers Workers Workers Workers ments ments ments ments All industries 4, 3 5.0 9.7 1.2 16.7 13 29.3 32.9 Manufacturing----1.2 5.0 7. 1 9.7 13 29.3 32.9 Ordnance and accessories ---Food and kindred products -2 7.1 3 3, 8 Tobacco manufactures --Textile mill products -2 4. 2 Apparel and other finished products---Lumber and wood products. except furniture Furniture and fixtures ---Paper and allied products ----1 2.3 7 23,7 Printing, publishing, and allied industries ----Chemicals and allied products -1 1.2 17.6 1 1. Z 8 2, 8 Petroleum refining and related industries -Rubber and miscellaneous plastics products -4. 2 Leather and leather products -1.0 Stone, clay, and glass products ---Primary metal industries -----2 2.2 Fabricated metal products --1 2, 6 Machinery, except electrical -1.3 Electrical machinery, equipment, and supplies -1 5.0 5.0 Transportation equipment ----1 2.0 1.0 Instruments and related products -----1.5 Miscellaneous manufacturing 3 9.6 Nonmanufacturing -----Mining, crude petroleum, and natural gas production ---1.8 Transportation2 --2 7.8 Communications -Utilities: Electric and gas -Wholesale trade -_ Retail trade----Hotels and restaurants ----Services ---_ -Construction Miscellaneous nonmanufacturing -----

Length of Service Eligibility for Specific Vacation Allowances in Graduated Plans, Major Collective Bargaining Agreements, by Industry, 1966-67-Continued

| All industries 2 7.1 1 1.0 1 5.0 1 Manufacturing 2 7.1 1 1 1.0 1 5.0 1 Ordnance and accessories 2 7.1 1 1 1.0 1 5.0 1 Food and kindred products 2 7.1 | Workers 1.0 |
|--|----------------|
| Agreements Workers Agreements Workers Agreements Vorkers Agreements Agreements Agreements Agreements Agreements Vorkers Agreements Vorkers Agreements A | 1,0 |
| All industries 2 7.1 1 1.0 1 5.0 1 Manufacturing 2 7.1 1 1.0 1 5.0 1 Ordnance and accessories | 1,0 |
| Manufacturing | |
| Ordnance and accessories | 1.0 |
| Todacco manufactures | |
| Food and kindred products | |
| Tobacco manufactures | - |
| Textile mill products | _ |
| Apparel and other finished products Eumber and wood products, except furniture Furniture and fixtures Paper and allied products Printing, publishing, and allied industries Chemicals and allied products Petroleum refining and related industries Rubber and miscellaneous plastics products Primary metal leather products Stone, clay, and glass products Pabricated metal products Machinery, except electrical Electrical machinery, equipment and supplies Transportation equipment Instruments and related products | |
| Lumber and wood products. except furniture | - |
| Everet furniture | - |
| Funiture and fixtures | |
| Paper and allied products | - |
| Printing, publishing, and allied industries | - |
| allied industries | - |
| Chemicals and allied products | |
| Petroleum refining and related | - |
| industries | - |
| Rubber and miscellaneous plastics | |
| Products | - |
| Leather and leather products - - - - - - - - - | |
| Leather and leather products - - - - - - - - - | - |
| Stone, clay, and glass products | _ |
| Primary metal industries | _ |
| Fabricated metal products | _ |
| Machinery, except electrical | - |
| Electrical machinery, equipment, and supplies | - |
| and supplies - - - 1 5.0 - | - |
| Transportation equipment | |
| Instruments and related products | - |
| | 1.0 |
| | - |
| Miscellaneous | |
| manufacturing | - |
| Nonmanufacturing | |
| Mining, crude petroleum, and | |
| natural gas production | _ |
| Transportation | - |
| Communications | - |
| Utilities: Electric and gas | - |
| Utilities: Electric and gas | - |
| | - |
| Retail trade | - |
| Hotels and restaurants | - |
| Services | - |
| Construction | - |
| Miscellaneous | |
| nonmanufacturing | - |
| | |

 ^{1,556} agreements covering 5,949,200 workers.
 Excludes railroad and airline industries.

Appendix B. Selected Vacation Provisions

To illustrate how the various parts of vacation clauses fit together, this appendix reproduces several provisions in their entirety.

From the agreement between
Potlatch Forests, Incorporated
and the International Woodworkers
of America, AFL-CIO
(expiration date: May 1969)

Each employee shall receive a vacation with pay subject to the following conditions:

- (a) 1. One week's vacation with forty (40) hours' pay if he has worked not less than 1,200 hours during the vacation base year from April 1 to March 31 of each year.
- 2. One week's vacation with thirty-two (32) hours' pay if he is in the continuous employment of the company and has worked less than 1,200 hours but not less than 920 hours during the said vacation base year.
- 3. One week's vacation with twenty-four (24) hours' pay if he is in the continuous employment of the company and has worked less than 920 hours but not less than 640 hours in said vacation base year.
- (b) To be eligible for two (2) weeks' vacation, an employee must have attained three (3) or more years of continuous employment (as defined in this article), prior to April 1 of the year in which the vacation is taken and will be granted vacation pay in twice the amount qualified for in the current year.
- (c) To be eligible for three (3) weeks' vacation, an employee must have attained ten (10) or more years of continuous employment (as defined in this article) prior to April 1 of the year in which the vacation is taken and will be granted vacation pay in three (3) times the amount qualified for in the current year. The third week of vacation shall be taken at such time during the vacation base year as determined by the company. The third week of vacation shall become effective based upon hours worked during the 1959-1960 vacation base year as defined in the article.
- (d) 1. For purposes of vacation, "continuous employment" is defined as employment uninterrupted by absence due to discharge, unless rehired within thirty (30) days, or due to voluntary severance of employment by the employee.
- 2. For the purpose of this provision, "three (3) years' continuous employment" is continuous employment as above defined for three (3) continuous years with this company or its predecessor prior to April 1 of the year in which the vacation is taken.
- (e) Time lost during a vacation base year in which an employee is absent due to an industrial accident for which he receives workmen's compensation, he shall be credited with the number of hours which he would have worked except for such accident, but not in excess of forty (40) hours per work week. If such employee continues to be absent in the subsequent vacation base year due to such accident, he shall be credited in that base year with the number of hours he would have worked except for such accident, but not in excess of forty (40) hours per work week, during that part of the subsequent vacation base year which falls within the period of one (1) calendar year following the

date of accident. Where such employee accumulates a credit of less than 640 hours during said subsequent vacation base year but due to such accident does not return to work until a succeeding vacation base year, the number of hours so accumulated shall be added to the number of hours worked by such employee in that succeeding year.

- (f) A one (1) week vacation period shall be seven (7) consecutive days, and a two (2) weeks' vacation period shall be fourteen (14) consecutive days, provided that a two (2) week vacation period may be two (2) nonconsecutive weeks of seven (7) consecutive days, if mutually agreeable to the employee and the company.
- (g) Vacations may be given (1) by closing down the operations entirely or by closing down entire shifts at different times, or (2) by staggering vacation weeks on a departmental or individual basis. The company may elect either one of the two courses but must announce its choice of procedure by, or before, May 1, the beginning of the vacation period. The vacation period shall extend from May 1 to December 1, unless otherwise agreed upon by the company and the union. If the company elects to provide vacations by closing down the operations entirely or by closing down entire shifts at different times, it must give fifteen (15) days' notice of the vacation period. If the company elects to stagger vacation periods, either on a departmental or individual basis, the schedule of vacations shall be worked out by the company; but it must give fifteen (15) days' notice to employees affected. It is understood that the company will give preference, based upon seniority, to requests submitted in writing, insofar as is practical with the operating needs of the company. In cases of breakdown or emergency, shorter notice of vacations may be given by mutual agreement.
- (h) If a holiday occurs during the calendar week in which the vacations are taken by any of the employees, one (1) additional day's vacation shall be taken because of such holiday by all individuals who are entitled to a complete vacation based on 1,200 hours worked, but no additional day of vacation shall be granted to those who are taking vacations based on less than 1,200 hours worked.
- (i) The rate of vacation pay shall be the employee's straight-time hourly rate in effect on the pay day immediately preceding the completion of his hours for his maximum vacation pay. For piece workers, the vacation pay shall be arrived at by averaging the weekly earnings of the individual for each forty (40) hour week worked during the ninety (90) day period next preceding the completion of his hours for maximum vacation pay.
- (j) Vacations must be taken within the calendar year and cannot be accumulated to be used the following year.
- (k) Vacation payments shall be made not later than the last pay period immediately prior to July 4. An employee who has qualified for forty (40) hours' or more vacation pay and has left the employ of the company must make application in writing to the company for his vacation pay prior to July 1. An employee who has qualified for less than forty (40) hours' vacation pay must have been on the payroll March 31. If he has left the employ of the company after March 31, he shall be paid his vacation if he has returned to the employ of the company prior to December 1 of the vacation period and makes written application for the same.
- (1) An employee drafted or enlisting in the Armed Forces, or any employee severed from employment through no fault of his own, shall receive a vacation allowance equivalent to the percentage which his hours worked during the vacation year are of 1,200 hours, to be paid with the employee's final pay check.
- (m) The second week of vacation to three (3) year employees may, by mutual agreement of the company and the employee, be given after December 1, but prior to the end of the vacation year.
- (n) An employee who retires pursuant to the provisions of the PFI-IWA retirement plan and has not qualified for a vacation shall be paid vacation pay prorated as to the number of hours he worked, bears to 1,200 hours.

From the agreement between

United States Steel Corporation and the United Steelworkers of America, AFL-CIO

(expiration date: August 1971)

A. Eligibility

- 1. To be eligible for a vacation in any calendar year during the term of this agreement, the employee must:
 - a. Have one year or more of continuous service; and
- b. Not have been absent from work for six consecutive months or more in the preceding calendar year; except that in case of an employee who completes one year of continuous service in such calendar year, he shall not have been absent from work for six consecutive months or more during the 12 months following the date of his original employment; provided, that an employee with more than one year of continuous service who in any year shall be ineligible for a vacation by reason of the provisions of this paragraph as a result of an absence on account of layoff or illness shall receive one week's vacation with pay in such year if he shall not have been absent from work for six consecutive months or more in the 12 consecutive calendar months next preceding such vacation. Any period of absence of an employee while on vacation pursuant to this section or while absent due to a compensable disability in the year in which he incurred such disability, or while in military service in the year of his reinstatement to employment, shall be deducted in determining the length of a period of absence from work for the purposes of this subsection A-1-b.
- 2. Continuous service shall date from: (a) the date of first employment at the plant (in the case of transferred employees from any plant listed in appendix B the date shall be the date of first employment at the plant from which first transferred); or (b) subsequent date of employment following a break in continuous service, whichever of the above two dates is the later. Such continuous service shall be calculated in the same manner as the calculation of continuous service set forth in subsection C, section 13—Seniority, of this agreement except that there shall be no accumulation of service in excess of the first two years of any continuous period of absence on account of layoff or physical disability (except, in the case of compensable disability, as provided in subsection C-4, section 13—Seniority) in the calculation of service for vacation eligibility.
- 3. An employee, even though otherwise eligible under this subsection A, forfeits the right to receive vacation benefits under this section if he quits, retires, or is discharged prior to January 1 of the vacation year.

B. Length of Vacation

1. An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

| Years of service | Weeks of vacation |
|---------------------|-------------------|
| l but less than 3 | 1 |
| 3 but less than 10 | 2 |
| 10 but less than 25 | 3 |
| 25 or more | 4 |

2. Subject to the provisions of subsection C-2, below: a one week's vacation shall consist of seven consecutive days, a two weeks' vacation of fourteen consecutive days,

a three weeks! vacation of 21 consecutive days, and a four weeks' vacation of 28 consecutive days; provided, however, that in the event the orderly operations of the plant require, the two weeks' vacation may be scheduled in two periods of seven consecutive days each and the three weeks' vacation may be scheduled in two periods of seven and fourteen consecutive days or, with the consent of the employee, in three periods of seven consecutive days each and the four weeks' vacation may be scheduled in two periods of fourteen consecutive days each or in two periods of 7 and 21 consecutive days or, with the consent of the employee, in three periods of 7, 7, and 14 consecutive days, or in four periods of 7 consecutive days.

C. Scheduling of Vacations

l. General

- a. On or promptly after October 1 of each year, each employee entitled or expected to become entitled to take vacation time off in the following year will be requested to specify in writing (not later than 30 days after the receipt of such request), on a form provided by the company, the vacation period or periods he desires.
- b. Notice will be given an employee at least 90 days in advance of the date his extended vacation period is scheduled to start, but in any event not later than January 1 of the year in which the vacation is to be taken; provided, that notice of an extended vacation period scheduled to start in January may be given not later than November 1.
- c. Notice will be given an employee at least 60 days in advance of the date his vacation period (other than an extended vacation period) is scheduled to start, but in any event not later than January 1 of the year in which the vacation is to be taken.
- d. Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the company in order to insure the orderly operation of the plants.
- e. Any employee absent from work because of layoff, disability or leave of absence at the time employees are requested to specify the vacation periods they desire and who has not previously requested and been allotted a vacation period for the calendar year, may be notified by management that a period is being allotted as his vacation period but that he has the right within 14 days to request some other vacation period. If any such employee notifies management in writing, within 14 days after such notice is sent, that he desires some other vacation period, he shall be entitled to have his vacation scheduled in accordance with paragraph C-1-d.
- f. If an employee is on layoff from the plant at any time before the beginning of his scheduled vacation hereunder, he may request to have his vacation start at any time during such layoff and if management agrees to grant his request, it shall have the right to set the appropriate conditions under which it grants his request.

2. Regular Vacations

- a. Vacations may be scheduled throughout the calendar year.
- b. The company may, with the consent of the employee, pay him vacationallowance, in lieu of time off for vacation, for any weeks of regular vacation in excess of two weeks in any one calendar year in which he is not scheduled for an extended vacation.
 - 3. Vacations Under the Savings and Vacation Plan
- a. The extended vacation shall start at any time during the year within which the employee becomes entitled to the EV or the following calendar year. If, however, such scheduling would result in undue dilution of experienced employees in an operating or service unit (as used in the seniority provisions) because of extended vacations starting

in any one year, then the company may schedule the starting dates of such vacations so that not more than 20 percent of those employees in the senior group and 20 percent of those employees in the junior group in that operating or service unit will have such vacations starting in any given year; provided, however, all such vacations will be scheduled to start by December 31 of the year following the five-year period in which the employee became entitled to an EV. Nothing in this provision may be construed as entitling an employee to an EV prior to the date as of which he becomes entitled under the plan.

- b. Because of the limited time within which the company is required to schedule 100 percent of the extended vacations, in many instances the company will find it necessary to schedule maximum numbers of extended vacations during the year of entitlement. However, the employee will be permitted to request scheduling in the following calendar year and such request will be honored to the extent that such scheduling permits the company to maintain a reasonably even level of employees starting extended vacations in any operating or service unit in each of such years. The parties also recognize that the effect of such scheduling may extend beyond an operating or service unit depending upon seniority provisions at a particular location.
- c. Except as provided otherwise in paragraph C-l-f and paragraph C-3-d below extended vacations shall be scheduled for consecutive weeks equal to the net weeks provided under the plan and the weeks of regular vacation to which the employee is entitled for the calendar year in which the extended vacation starts. An employee who has been scheduled for an extended vacation starting in a calendar year may not have a regular vacation in such year separate from the extended vacation.
- d. Apart from paragraph C-1-f, the following are the only circumstances in which an employee, scheduled for an extended vacation, may receive less than his entire extended vacation in consecutive weeks of time off for vacation:
- (1) The company may, with the consent of the employee, shorten the extended vacation he would otherwise receive by up to three weeks, in which case the full amount of the payment for the extended vacation shall be apportioned among the remaining weeks in the extended vacation;
- (2) The company may, with the consent of the employee, split an extended vacation so as to have a portion of it coincide with a shutdown period referred to in paragraph 2 of the Memorandum of Understandings on Miscellaneous Matters;
- (3) Any employee whose extended vacation is not affected by either (1) or (2) above may, with the consent of the company, elect to take not more than three weeks of his extended vacation separately from the remainder of such extended vacation.
- e. For an employee who will have attained age 60 or over before the end of the year in which he becomes entitled to an EV, who has not elected option 3, the extended vacation shall be scheduled as provided above or, at the employee's election, shall be scheduled for a period immediately prior to retirement.
- f. A scheduled extended vacation shall not be changed without at least 60 days' notice to the employee, unless the employee consents to the change in schedule.
- g. For purposes of the eligibility provisions applicable to regular vacations, the weeks of extended vacation provided under the plan shall be deducted in determining the length of a period of absence from work provided:
- (1) Work was performed by the employee in the pay period in which the extended vacation began or in the immediately preceding pay period; or
- (2) Work was performed by the employee in the pay period in which the extended vacation ended or in the immediately following pay period.

In all other cases such absence while on extended vacation pursuant to the plan shall be considered absence from work to the extent of the weeks of such vacation in excess of the weeks of regular vacation to which the employee is eligible in that year included in such extended vacation and shall not be deducted.

h. For the purposes of this subsection C—Scheduling of Vacations, "extended vacation" shall mean the entire vacation including any weeks of regular vacation. The weeks of regular vacation included in an extended vacation shall be deemed to be the first weeks of such extended vacation. The term "extended vacation" applies to both senior group and junior group employees under the 1969 savings and vacation plan. If an extended vacation is shortened pursuant to C-3-d-(1), or for any other reason, it shall nevertheless be regarded as an extended vacation even if in fact it does not exceed the number of weeks of regular vacation.

D. Vacation Scheduling Grievances

- 1. It is recognized that the parties locally have the burden of resolving disputes relating to the scheduling of individual vacations pursuant to subsection C of this section. Should they be unable to do so in step 1 of the grievance procedure provided in section 6 of this agreement, any such dispute must be submitted as a written grievance in step 2 not later than 15 days after notification of the scheduled vacation (or changed scheduled vacation) is given to the employee.
- 2. If such grievance pertains to the scheduling of an extended vacation, it must be so handled in the grievance procedure that: The step 3 meeting is held and a draft of minutes prepared not later than 80 days prior to the starting date of the scheduled extended vacation; the step 4 meeting is held and a draft of minutes prepared not later than 70 days prior to the start of the scheduled extended vacation; and, if necessary, decision in arbitration is issued not later than 60 days prior to the scheduled starting date of the extended vacation; except that:
- a. In the event the employee is seeking an extended vacation starting earlier than that scheduled by the company, the time limits described above shall be applied to the starting date requested by the employee;
- b. If the period between notice to the employee and the starting date of extended vacation is less than 100 days, the time limits set out above shall be reduced by the number of days by which such period is less than 100 days; and
- c. Failure to meet any of the time limits set forth above shall not affect the company's right to require the employee to take the extended vacation as scheduled by the company unless such failure is the fault of the company.
- 3. If such grievance pertains to the scheduling of a vacation other than an extended vacation, the time limits set forth in 2 above shall be applicable, except that the decision in arbitration shall be issued by the earlier of: (a) 30 days prior to the scheduled starting date of the vacation, or (b) 30 days prior to the starting date requested by the employee.
- 4. In the resolution of grievances filed under this subsection, the company's determination as to the scheduling required to conform to the requirements of operations shall be evaluated on the same basis as heretofore.

E. Vacation Pay

1. Effective January 1, 1969, each employee granted a vacation under this section 12 will be paid at his average rate of earnings per hour for the prior calendar year. Average rate of earnings per hour (for the purposes of this section) shall be computed by:

- a. Totaling (1) pay received for all hours worked (total earnings including premium for overtime, holiday, Sunday, and shift differential), (2) vacation pay, including pay in lieu of vacation but excluding vacation bonus, and (3) pay for unworked holidays, and
- b. Dividing such earnings by the total of (1) hours worked, (2) vacation hours paid for, including hours for which pay in lieu of vacation was paid, and (3) unworked holiday hours which were paid for.

Such average rate of earnings will be adjusted to reflect intervening general wage changes, the August 1, 1968 adjustment in apprentice rates of pay, and retroactive pay adjustments, if any, for the job or jobs performed or paid for.

- 2. Hours of vacation pay for each vacation week shall be the average hours per week worked by the employee in the prior calendar year. Any weeks not having 32 hours of actual work shall be excluded from the calculation. Average hours per week worked shall be computed by:
 - a. Totaling the following hours in payroll weeks with 32 or more hours of actual work:

Hours worked

Hours paid for unworked holiday or vacation hours falling in such week

Hours paid for funeral leave

Hours paid for jury service

Hours paid for witness service

Hours excused from scheduled work and not paid for because of union business, and

b. Dividing such hours by the number of such weeks in which 32 or more hours were worked.

The minimum number of hours paid for each week of vacation shall be 40 and the maximum number of hours paid for each week of vacation shall be 48.

- 3. Any employee who did not work in the prior year shall have his vacation pay computed on the basis of his last calculated vacation rate and hours, adjusted in accordance with the last sentence of paragraph 1 above.
- 4. The definitions contained in this section 12-E are designed for and shall be used exclusively for the purpose of calculating vacation pay.

F. Vacation Allowance

- 1. The union and the company agree that their mutual objective is to afford maximum opportunity to the employees to obtain their vacations and to attain maximum production. All employees eligible for vacation shall be granted their vacation from work except as provided in paragraphs C-2-b and C-3-d-1.
- 2. The vacation allowance due an employee shall be computed as provided in subsection E above.
- 3. Any payment of vacation allowance shall not require the company to reschedule the vacation of any other employee.

G. Part-Time Employees

1. A part-time employee is an employee who regularly, for his own convenience, is not available for full-time employment.

2. The 40-hours-per-week minimum referred to in subsections E and F above shall not apply to part-time employees.

Memorandum of Understandings on Miscellaneous Matters

Vacation Bonus. For each week of regular vacation in 1969, 1970, and 1971, other than any regular vacation included within an extended vacation, the employee will receive an added payment of \$30.

Memorandum of Understanding on SUB, SVP and Vacation Bonus

The following understandings have been agreed to: . . .

Vacation Bonus. The vacation bonus provision in appendix C to the Basic Labor Agreement states that vacation bonus will be paid for each week of regular vacation in 1969, 1970 and 1971, other than any regular vacation included within an extended vacation. It is the intent of this provision that vacation bonus is not payable for regular vacation in any such year in which the employee receives a benefit under the 1969 savings and vacation plan. To accomplish this intent, following are examples of application of this provision:

- a. If an employee receives an extended vacation because of an EV allocated under the S and VP(R), such vacation bonus will be payable for the weeks of regular vacation in such extended vacation.
- b. If an employee receives an extended vacation based on a junior EV and another extended vacation based on a reduced senior EV, because of the arrangement set forth in paragraph 18 of this memorandum, such vacation bonus will be payable except for the regular vacation for the year in which the first such extended vacation starts.
- c. Vacation bonus will not be payable for any weeks of regular vacation for the year in which a benefit under the plan is paid to or on behalf of an employee on the occasion of his retirement or other discontinuance of employment. If the bonus had been paid in such year, prior to the date of such retirement or discontinuance of employment, it shall be deducted from the benefit payable under the plan. The disqualification described in this subparagraph will not result from payment from the trust of a benefit under option 2 or 3 of the plan, or of a prior plan, as to which entitlement occurred for a prior year.
- d. An employee who is not disqualified from vacation bonus under c. shall be paid such vacation bonus for each week of regular vacation to which he would have been entitled except for the fact that he retired under the terms of a pension agreement making him eligible for a special initial pension amount and had not taken such vacation prior to the date of retirement.
- e. If an employee exercises option 3 as to a senior EV, or option 2 as to all weeks of a junior EV, the year for which such vacation bonus will not be payable is the year for which the employee becomes entitled to the EV.
- f. If portions of an extended vacation occur in two calendar years, the year for which such vacation bonus will not be payable is the earlier year.

From the agreement between

General Motors Corporation
and the United Automobile Workers
(expiration date: September 1970)

Vacation Pay Allowances

- (184) In lieu of vacation with pay, the vacation pay allowance provisions of this section shall apply during the term of this agreement.
- (185) Eligibility dates for vacation pay allowances and paid absence allowances shall be established, except as provided in paragraphs (186) or (188), as follows:
- (a) All employes with seniority dates between January 1 and June 30, both inclusive, and all employes with seniority dates prior to January 1, 1935, shall have June 30 as their annual vacation pay allowance and paid absence allowance eligibility date.
- (b) All employes who have seniority dates between July 1 and December 31, both inclusive, of any year subsequent to 1934, shall have December 31 as their annual vacation pay allowance and paid absence allowance eligibility date.
- (186) A seniority employe who, as of the effective date of this agreement, has an annual eligibility date, and an employe who establishes an annual eligibility date in accordance with paragraphs (185) (a) or (185) (b) of this agreement, shall retain such eligibility date unchanged until it is cancelled as a result of his seniority being broken for any reason.
- (187) An employe shall become eligible for a vacation pay allowance and a paid absence allowance credit as hereinafter defined, provided he has at least one year's seniority as of his first eligibility date occurring after the effective date of this agreement and has worked during at least 13 pay periods during his eligibility year. For the purpose of this vacation pay allowances section only, a pay period during which an employe qualifies for pay pursuant to paragraph (218) (jury duty) shall be counted as a pay period worked.
- (188) An employe whose seniority at a General Motors plant (base plant) is hereafter broken;
- (a) pursuant to paragraph (64) (d) because he elected to remain at the General Motors plant in which he is working, or
 - (b) pursuant to paragraph (6) (e), or
- (c) pursuant to paragraph (113a) because of placement as a journeyman, shall have his vacation pay allowance and paid absence allowance credit computed as though his seniority at the base plant had not been broken, provided, (1) he continuously holds seniority at a General Motors plant(s), or (2) he is hired at a General Motors plant before his seniority at a prior plant is broken and he acquires seniority at the plant where hired within the next six (6) continuous months, and he thereafter continuously holds seniority at a General Motors plant(s). Notwithstanding the provisions of paragraph (186), an employe in any year in which this paragraph (188) is applicable to him, shall retain the eligibility date tied to the seniority date used to compute the amount of his vacation pay allowance and paid absence allowance credit.
- (189) The number of hours of vacation pay allowance and paid absence allowance credit to which an eligible employe shall be entitled shall be based on the employe's seniority as of his eligibility date and the number of pay periods during which he has worked in his eligibility year.
- (189a) An eligible employe who has worked at least 26 pay periods in his eligibility year shall be entitled to the following vacation pay allowance and paid absence allowance credit:

| For an eligible employe with seniority of | Hours of full vacation pay allowance | Hours of full paid absence allowance credit |
|---|--|---|
| l but less than 3 years | 40 | 40 |
| 3 but less than 5 years | 60 | 40 |
| 5 but less than 10 years | 80 | 40 |
| 10 but less than 15 years | 100 | 40 |
| 15 or more years | 120 | 40 |

(189b) An eligible employe shall be entitled to a percentage of the full vacation pay allowance and paid absence allowance credit shown in paragraph (189a) based on the number of pay periods he works in his eligibility year, in accordance with the following:

| Pay periods worked | Percentage of full vacation pay allowance and full paid absence allowance credit |
|-----------------------|--|
| 26 | 100 |
| 25 | 96 |
| 24 | 92 |
| 23 | 88 |
| 22 | 84 |
| 21 | 80 |
| 20 | 76 |
| 19 | 73 |
| 18 | 69 |
| 17 | 65 |
| 16 | 61 |
| 15 | 57 |
| 14 | 53 |
| 13 | 50 |

(190) Except in the case of employes compensated on group bonus or piece work, vacation pay allowance in each year shall be calculated on the basis of the employe's rate of pay, not including overtime and night shift premium, as of the last day worked prior to his eligibility date or the last day worked prior to the following date, whichever produces the higher rate: March 15—for an employe with June 30 eligibility date; December 15—for an employe with December 31 eligibility date.

Vacation pay allowance in each year for employes on group bonus or piece work shall be calculated at the employe's average hourly earned rate, not including overtime and night shift premium, for the hours worked during the last pay period in which the employe worked preceding the pay period in which his eligibility date occurs or the last pay period worked prior to the following dates, whichever produces the higher rate:

March 15—for an employe with June 30 eligibility date; November 15—for an employe with December 31 eligibility date.

- (191) An eligible employe may use his paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited to him, provided his absence from work is for not less than four (4) continuous hours and is excused for his illness (when not receiving sickness and accident insurance benefits), or personal business, or a leave of absence for vacation purposes.
- (192) Paid absence allowance shall be calculated on the basis of the employe's rate of pay, not including overtime and night shift premium, as of his last day worked. In the case of an employe on group bonus or piece work, payments shall be calculated at the employe's average hourly earned rate not including overtime and night shift premium for the hours worked in the last pay period in which the employe worked preceding the pay period in which the absence occurs.

- (192a) An employe whose seniority at any and all General Motors plants is broken before his next eligibility date, shall be paid the unused portion, if any, of his paid absence allowance credit in accordance with paragraph (190).
- (192b) In the case of an employe who dies, the unused portion, if any, of his paid absence allowance credit shall be paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the corporation in its discretion may determine. Such payment shall be calculated at the rate established in accordance with paragraph (190).
- (192c) An eligible employe who at the time of his next eligibility date, has not used his entire paid absence allowance credit shall, in lieu of excused absence, be paid the unused protion at the rate established in accordance with paragraph (190).
- (193) Notwithstanding the provisions of paragraph (187), an employe who retires or is retired under the provisions of the General Motors hourly-rate employes pension plan, and who, but for his retirement, would have had at least one year's seniority as of his eligibility date, shall receive a vacation pay allowance and a paid absence allowance credit in accordance with paragraph (189b) if he has worked at least 13 pay periods in the eligibility years in which he retires, or in accordance with the following provisions if he has worked less than 13 pay periods in the eligibility year in which he retires:

For each pay period during which he worked within the eligibility year in which he retires or is retired, he shall be paid one twenty-sixth (1/26) of the vacation pay allowance and paid absence allowance credit provided for in paragraph (189a) for the amount of seniority he had at the time of his retirement.

- (194) An eligible employe who is placed on or returns to work from a leave of absence for military service pursuant to paragraph (112) and who has not worked at least 13 pay periods in the eligibility year in which his leave of absence for military service begins or ends, shall receive a vacation pay allowance and a paid absence allowance credit in accordance with the following:
- (a) For each pay period during which he worked within the eligibility year in which the leave of absence for military service begins, he shall be paid one twenty-sixth (1/26) of the vacation pay allowance and paid absence allowance credit provided for in paragraph (189a) for the amount of seniority he had at the time of his eligibility date.
- (b) For each pay period during which he worked within the eligibility year in which the leave of absence for military service ends, he shall be paid one twenty-sixth (1/26) of the vacation pay allowance and credited with one twenty-sixth (1/26) of the paid absence allowance credit provided for in paragraph (189a) for the amount of seniority he had at the time of his eligibility date.
- (195) An employe disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this vacation pay allowances section for pay periods he would otherwise have been scheduled to work during the period of compensable disability, provided he has worked during at least one (1) pay period in his eligibility year and is otherwise eligible for a vacation pay allowance and a paid absence allowance credit.
- (196) In the case of an employe who has worked during at least 13 pay periods in his eligibility year and who dies prior to his eligibility date, the vacation pay allowance and paid absence allowance credit to which he would have been entitled had he lived, based on the number of pay periods during which he worked, shall be paid to his duly appointed legal representative, if there be one, and if not, to the spouse, parents, children, or other relative or dependents of such person as the corporation in its discretion may determine.
- (197) An employe's "eligibility year" shall be the 52 pay periods ending with the last complete pay period in which his eligibility date occurs.

- (198) An employe shall be entitled to receive a vacation pay allowance and a paid absence allowance credit based on only one eligibility date in any twelve months' period. Moreover, the vacation pay allowance and paid absence allowance credit of an employe who holds seniority in two or more General Motors plants will be computed on the basis of the longest seniority held as of his eligibility date.
- (199) In determining the number of pay periods an employe shall have worked in his eligibility year, he shall be credited with one pay period for each pay period in which he performs work in any General Motors plant during that year.
- (200) In the case of an employe who goes on sick leave during one eligibility year after having worked less than 13 pay periods in that year and who retires during his next eligibility year under the provisions of the General Motors hourly-rate employes pension plan before returning to work, his retirement, for the purpose of this vacation pay allowances section only, shall be deemed to have occurred as of the day following his last day worked.
- (201) Any person transferred into a bargaining unit covered by this agreement shall receive no more under this vacation pay allowances section than the amount of money, if any, by which the vacation pay allowance and paid absence allowance to which he may thereafter become entitled under this agreement during the calendar year in which such transfer occurs, exceeds the amount of pay during vacation or the vacation allowance in lieu of taking vacation and paid absence allowance which he received from the corporation for the same calendar year.
- (202) Irrespective of any employment or unemployment on the part of such employes, payment in lieu of vacation to which an employe is entitled pursuant to paragraph (189a) and paragraph (189b), and payment of the unused portion, if any, of paid absence allowance credit in lieu of excused absence, to which an employe is entitled pursuant to paragraph (192c), shall be made as soon as possible but not later than forty-five (45) days after the employe's eligibility date, unless the employe elects in writing to take such payment at a later date, but in any event payment will be made not later than five (5) months after the employe's eligibility date.
- (202a) Without modifying or adding to any other provision of the vacation pay allowances section, an employe who has not acquired one year's seniority as of his eligibility date occurring after the effective date of this agreement shall nevertheless become eligible for a vacation pay allowance provided:
 - (a) The employe has seniority as of his vacation pay eligibility date, and
- (b) The employe has worked during at least 13 pay periods in his vacation pay eligibility year.

An eligible employe who qualifies as provided herein shall be paid a percentage of 40 hours vacation pay allowance following his vacation pay eligibility date, based on the number of pay periods he works in his eligibility year, in accordance with the following:

| Pay periods worked | Percentage of 40 hours vacation pay allowance | Pay periods worked | Percentage of 40 hours vacation pay allowance |
|-----------------------|---|-----------------------|--|
| 26 | 100 | 19 | 76 |
| 25 | 96 | 18 | 69 |
| 24 | 92 | 17 | 65 |
| 23 | 88 | 16 | 61 |
| 22 | 84 | 15 | 57 |
| 21 | 80 | 14 | 53 |
| 20 | 76 | 13 | 50 |

Vacation Time Off Procedure

(202b) Management recognizes the desirability of providing vacation time off, up to the vacation pay allowance to which the employe's seniority would have entitled him on his last eligibility date prior to the requested time off, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employe.

Management at each plant will establish a procedure whereby employes, in the first quarter of each calendar year, may make application in writing for vacation time off, indicating first, second and third choices. In the event more employes apply for time off than can be spared from the job at a given time, plant seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as model change, plant rearrangement or inventory will be given first consideration for time off during periods other than the shut-down period.

Each employe will be given a written disposition of his request. Approved vacation time off will not thereafter be cancelled or changed without the mutual consent of management and the employe.

From the agreement between
Leesona Corporation and the
International Association of Machinists
and Aerospace Workers, AFL-CIO
(expiration date: May 1969)

Vacations

- 13.1 The vacation period for the calendar year 1967 will start the week of July 31st. The vacation period for the calendar year 1968 will start the week of August 5th; in 1969 it will start the week of August 4th. This shall not be subject to change unless some unforeseen circumstances should arise which could seriously affect the company's operation. If such change occurs, it will be announced no later than April 1st. Employees are expected to take their vacation during this period. Where necessary the company reserves the right to schedule a required number of employees to work during the period of the plant shutdown. Any employee so required will be selected on the basis of seniority from among those in the occupation capable of doing the work available. Requests by employees for permission to take their vacation outside the vacation period may be granted at the discretion of the company. To the extent that such request can be granted without affecting the efficient operation of the plant, first consideration will be given to those employees with the greatest seniority.
- 13.2 Employees with three (3) months or more seniority as of the Monday preceding the start of the vacation period as specified in paragraph 13.1 above, and who on that date are (a) actively at work, or (b) on suspension but subsequently reinstated, or (c) on recall, or (d) on authorized absence, or (e) on military duty, shall be entitled to vacation with pay computed in accordance with the method outlined below. Employees with less than one year's seniority to be entitled to vacation with pay must have received credit for at least four hundred fifty (450) hours of work during the twelve (12) months preceding eligibility date as described above.

Seniority of

| At least— | But less than— | Vacation earned | Rate of pay |
|--------------|----------------|-----------------|-------------|
| 3 months | l year | l week | 40 hours ** |
| l year | 3 years | l week | 2 percent * |
| 3 years | 10 years | 2 weeks | 4 percent * |
| 10 years | 15 years | 3 weeks | 6 percent * |
| 15 years and | l over | 4 weeks | 8 percent * |

- * Percentage of gross earnings for the twelve months immediately prior to June 1.

 ** Multiplied times employee's average straight-time hourly earned rate for the nearest Social Security quarter, or for the last full week ending nearest June 1, whichever is later.
- (a) An employee with more than (1) year's seniority who is entitled to vacation pay in accordance with the above paragraph, and who has received credit for at least four hundred fifty (450) hours of work during the twelve (12) months preceding the eligibility date described above, will receive a minimum of forty (40) hours' pay as computed above (**) if his pay computed on a percentage-of-earnings basis is less than such minimum because of time lost due to layoff.
- (b) Employees entitled to less than two (2) weeks' vacation under the foregoing schedule will be granted, upon request, up to two (2) weeks for vacation at a time agreed to by their foreman, if they otherwise would not receive two (2) weeks off due to the work schedule.
- 13.3 Employees entitled to more than two (2) weeks' vacation with pay will be expected to arrange with their foreman for a mutually-agreed-upon time for their additional vacation when it will least interfere with the efficient operation of the plant. To this extent employees will be permitted to take such additional vacation as early as July 1 but no later than the last week in June of the following calendar year. Employees will be expected to give their foreman a minimum of thirty (30) days' notice of their desire to change their scheduled time for their additional vacation.
- 13.4 Vacation pay will be paid by the company at the commencement of the vacation period.
- 13.5 Vacation pay for eligible employees who are on recall will be mailed by the company to the last-known address of each employee at the time of the vacation period. It is the responsibility of each employee on recall to keep the company advised of changes in address. Vacation pay returned to the company as unclaimed will be forfeited if not claimed by the employee before September 1. The company will notify the union of any unclaimed pay as it is returned.
- 13.6 Vacation pay for veterans reinstated on or before the Monday preceding the start of the vacation period shall not be less than their personal hourly rate times the number of hours in the basic workweek times his earned vacation period as stated in paragraph 13.2 above.
- 13.7 Vacation pay will be paid to any employee who is retired, in accordance with his seniority at the time of his retirement and the provisions of paragraph 13.2 above.
- 13.8 It is intended that time off for vacation must be taken by all employees and in accordance with the provisions of this article. However, if a paid holiday falls during an employee's period of vacation, he may elect to extend his vacation period by one (1) additional day, providing he has made known his plans to do so to his foreman at the time he arranged for his vacation.
- 13.9 In case an employee dies leaving accrued vacation pay not yet paid to him, such accrued vacation pay shall be paid upon the execution of a release form provided by the company for this purpose.

- 13.10 Employees who work during part of the vacation year but whose vacation pay is reduced because of time lost due to:
 - (1) disability for which the employee received workmen's compensation;
 - (2) absence for annual military training not to exceed two (2) weeks;
 - (3) jury duty;
- (4) approved leave(s) of absence because of personal illness substantiated to the satisfaction of the company;

will be credited for such lost time for the purpose of computing vacation pay but not in any case to exceed twenty-six (26) weeks in the applicable vacation year, except that the first fifteen (15) days of aggregate time lost for personal illness will not be credited.

- (a) "Earnings" for such lost time shall be computed on the employee's average straight-time hourly rate from the nearest Social Security quarter for the number of hours lost using the normal workweek.
- (b) Credit for such lost time shall be given to an employee only if his seniority would have assured him employment during the period of lost time.

From the agreement between
Standard Oil Company of California,
Western Operations, Incorporated and
Oil, Chemical, and Atomic Workers
International Union, AFL-CIO
(expiration date: December 1968)

Vacation

Section 1. A regular employee, after one year of continuous service, shall receive a vacation in each calendar year.

If the first anniversary date occurs between December 15 and the year end, an employee shall receive his first regular vacation in the last half of December.

Section 2. A regular vacation will be as follows:

In each calendar year in which an employee completes

l but less than 5 years of continuous service

5 but less than 10 years of continuous service

10 but less than 20 years of continuous service

20 years, or more, of continuous service

Length of vacation

2 weeks (14 consecutive calendar days)

3 weeks (21 consecutive calendar days)

4 weeks (28 consecutive calendar days)

5 weeks (35 consecutive calendar days)

If during an employee's vacation period a recognized holiday occurs, he will be granted an extra day of paid vacation or, in lieu thereof, an extra day's pay at the straight time rate. Whether an employee receives an extra day of paid vacation or an extra day's pay at the straight time rate in lieu thereof will be determined by operating needs.

Section 2. Vacations are non-cumulative, except as provided in the sections below, and are to be taken within the calendar year. An employee may not waive a vacation and draw double pay.

Section 4. An employee will be given the opportunity to express his preference as to a vacation period. So far as is practicable the company will take the employee's request into account in scheduling his vacation, but operating needs are controlling as to when a vacation may be taken. The employee will be advised of his vacation date as far in advance as practicable. In order to distribute the benefit of vacation during summer months most equitably among employees, preference of vacation periods will be given to employees with the longest company continuous service, except that in alternate years during the school summer vacation period only, employees with children of ages five to seventeen years, inclusive on January 1, will be given preference. The general principle of rotation within suitable limits will be given consideration, by sections, in the assignments of vacations during the school summer vacation periods when employees with children of school ages are being given preference. If the application of this provision results in inequitable treatment to a group of employees, consideration will be given to alternate methods of scheduling.

To provide "long vacations" in years in which the employee completes 25, 30, etc., years of continuous service, one week of a vacation may be deferred from the prior year vacation and taken in the calendar year in which an employee completes 25, 30, etc., years of continuous service.

If an employee wants to defer a week of vacation, he must notify the company in writing by January 1, of the calendar year from which he wishes to defer such week of vacation.

Section 5. Vacation pay is at the straight time rate for the regular work schedule computed on the employee's average rate of regular pay for the two preceding payroll periods. Regular vacation pay will be reduced by one twelfth for each continuous period of thirty (30) calendar days an employee was absent from work since his vacation in the prior calendar year other than while receiving sickness benefits under the company's published plan or since his service date in the case of the first vacation. Any absence for an industrial injury or industrial sickness to the date legal compensation ceases, up to a continuous period of one year from date of injury or sickness, will be considered as time worked in computing vacation pay. If vacation pay is reduced by one or more full days' pay, the employee may be permitted, by mutual agreement, to work such full days during his vacation period.

Section 6. An employee eligible for vacation, but absent from work because of sickness or injury may take his vacation at the expiration of sickness or industrial injury benefits under the company's published plans, but in any event shall take such vacation not later than the last weeks of the calendar year.

Section 7. Each regular employee with one or more years of continuous service will be paid in lieu of vacation not received if his continuous service with the company is terminated by resignation, discharge, severance, retirement under the annuity plan, or death. (In the latter case, payable to the person entitled to receive any unpaid salary.)

Each regular employee with one or more years of continuous service will be paid in lieu of vacation not received if his active service with the company is suspended by release directly to military service or by leave of absence or by transfer to other service where this company does not recognize continuous service for vacation purposes when such suspension, in the company's opinion, will be for 6 months or more or by layoff (other than temporary) for lack of work.

The basis for such pay will be one-twelfth of a regular vacation for each completed month for which the employee was eligible for vacation pay in accordance with section 5 since his anniversary service date in the prior calendar year less any vacation allowance already received in the calendar year of leaving service. In the calendar year in which the employee completes 5 years of continuous service, this computation will be based on a 2-week vacation for the prior calendar year and a 3-week vacation for the calendar year in which the employee completes 5 years of continuous service. In the calendar year in which the employee completes 10 years of continuous service, this computation will be based on a 3-week vacation for the prior calendar year and a 4-week vacation for the calendar year in which the employee completes 10 years of continuous service. In the calendar year in which the employee completes 20 years of continuous service, this computation will be based on a 4-week vacation for the prior calendar year and a 5-week vacation for the calendar year in which the employee completes 20 years of continuous service, this computation will be based on a 4-week vacation for the prior calendar year and a 5-week vacation for the calendar year in which the employee completes 20 years of continuous service,

If an employee has previously had his active service suspended for any of the reasons under section 7 and returns to the company with continuous service and thereafter has his service terminated or suspended, vacation allowance in lieu of vacation not received will be determined by the months of completed service for which he was eligible for vacation pay since the date of his return to active service, less all vacation or vacation allowance received for service during that period.

In the event of termination or suspension of service under section 7, deferred weeks of vacation not taken shall be paid for at the rate of pay the employee was receiving in the last payroll period of the year from which each such week was deferred under section 4.

- Section 8. An employee whose active service is suspended under section 7 and who, upon reinstatement, then has one or more years of continuous service will receive vacation as follows:
- (a) Employee who has one or more years of service on release for military service, or where service was suspended for other reasons:
- (1) Who returns on or before June 30 and he has not already had a vacation in that year one-half of a regular vacation without deduction under section 5 for absence prior to his return, or,
 - (2) Who returns on or after July 1 no vacation.
- (b) Employee who had less than one year of service on release for military service:
- (1) Who returns on or before June 30 one week's vacation plus 1/12 of a regular vacation for each full month of active continuous service prior to release for military service, or
- (2) Who returns on or after July 1 1/12 of a regular vacation for each full month of active continuous service prior to release for military service.

The company may grant pay in lieu of vacation for any part weeks under paragraph (b) above.

An employee returning from military service who is granted a leave of absence for educational purposes and works for the company during his school vacation period will not be eligible for regular vacation during such period. However, upon return to school, he will receive pay in lieu of vacation on the basis of one-twelfth of a regular vacation for each completed month of service during such school vacation period.

- Section 9. Vacations will be scheduled so that they will start following scheduled days off.
- Section 10. The foregoing policy is designed to apply to usual situations. An exceptional case may occur occasionally which is not clearly covered or contemplated by the above. Any such case will be treated in a manner equitable both to the employee and the company.

Appendix C. The 1969 Savings and Vacation Plan of the Basic Steel Industry

This appendix presents the 1969 Savings and Vacation Plan negotiated by the major basic steel companies and the United Steelworkers of America (AFL-CIO). The provisions which follow incorporate revisions in the plan negotiated during 1968. For the regular vacation provision and the new vacation bonus, see appendix B.

1969 Savings and Vacation Plan

The purpose of this plan is to increase employee security through savings and expanded employment opportunities by providing employees with senior group or junior group extended vacation benefits (EV), savings arrangements, and certain benefits upon retirement or other discontinuance of employment. Benefits are to be provided by the company under this plan for the five-year period January 1, 1969 through December 31, 1973. The benefits are not dependent upon the availability of any accrued funds, but are subject to all the terms and conditions set forth below.

1. Extended vacation benefits (EV)

Description of EV

- 1.0. An extended vacation benefit provided by this plan is, for convenience, referred to as an "EV." An EV consists of a number of weeks of vacation benefit determined as set out in 1.1 or 1.2. Weeks of EV are combined with weeks of regular vacation to form an "extended vacation," but some weeks of EV can be received in other ways, as set forth in this plan.
- 1.1. An EV for a senior group employee (senior EV) consists of a number of weeks of vacation benefit equal to 13 less the number of weeks of regular vacation to which the employee would be entitled solely on the basis of years of service, irrespective of whether he is entitled for the applicable year to any or all of such weeks of regular vacation. For this purpose, the year of service shall be determined as at the earlier of the end of the year for which the pay for the EV is determined or the date of discontinuance of employment.
- 1.2. An EV for a junior group employee (junior EV) consists of 3 weeks of vacation benefit.

Placement of employees in group

1.3. The senior group and the junior group are to be established in the following manner:

The number of employees in the work force as of January 1, 1969 (i.e., the number of employees with continuous service on January 1, 1969 who worked at some time in 1968, other than as provided in (6.7) shall be determined. One-half of such number constitutes the number of employees to be placed in the senior group. Except as provided in 6.7, the employees to be placed in the senior group shall be determined and identified in descending order of continuous service from among all employees

with continuous service as of January 1, 1969, and all other employees as of that date shall be placed in the junior group. (See 6. for provisions relating to employees entering the group of employees covered by the plan after January 1, 1969.)

Assignment of benefit dates and entitlement to EV

- 1.4. Each employee in the senior group or junior group shall be assigned a benefit date in the following manner:
- a. The senior group employees in each plant employee group shall be divided into five sections of as nearly equal size as possible determined in descending order of continuous service. Employees shall have benefit dates assigned as follows:

| Section | Benefit date | | | | |
|---------|-----------------|--|--|--|--|
| lst | January 1, 1969 | | | | |
| 2nd | January 1, 1970 | | | | |
| 3rd | January 1, 1971 | | | | |
| 4th | January 1, 1972 | | | | |
| 5th | January 1, 1973 | | | | |

- b. The junior group employees in each plant employee group shall be divided into five sections and assigned benefit dates in the same manner as provided in a., for the senior group employees.
- 1.5. As soon as practicable, the company will notify each employee of whether he has been placed in the senior group or junior group and of the benefit date assigned to him.
- 1.6. An employee's benefit date will not be changed because of transfer from one plant employee group to another under this plan. (See 6. for provisions relating to transfer to a group of employees not covered by this plan.)
- 1.7. a. Except as provided in b. and 1.8, an employee shall become entitled to an EV for the year in which his benefit date falls. Such entitlement shall occur on the employee's benefit vesting date, which shall be the day before his benefit date, provided the employee does not incur a discontinuance of employment before the later of January 1, 1969, or his benefit vesting date.
- b. If an employee starts an extended vacation before becoming entitled under the plan to the EV weeks included in that extended vacation, he shall become entitled to such EV weeks on the day the extended vacation starts.

Employees becoming eligible for normal age retirement

1.8. The retirement benefits described in 4.0 are included in the plan to avoid encouraging employees to delay retirement unduly. For the same reason, notwithstanding any other provisions of the plan, an employee shall not become entitled to an EV if he has both attained age 65 and completed at least 15 years of continuous service before his benefit vesting date. This limitation does not affect entitlement to an EV retirement benefit provided under 4.0 or a benefit provided under 4.4. (This paragraph does not apply to employees who have both attained age 65 and completed at least 15 years of continuous service before January 1, 1969. As to such employees, see 6.7.)

2. Options with respect to EV

EV Options

2.0. As to not more than 3 weeks of any EV to which an employee becomes entitled, he is required to elect in writing, on a form to be made available to him by the company, one of the following options:

- a. (Option 1) The employee may elect to take any such weeks, along with any remaining weeks of the EV, as part of an extended vacation.
- b. (Option 2) The employee may elect to defer receipt of any such weeks until retirement. The benefit for such weeks will be deposited in the trust and increased (from the benefit vesting date to the earlier of retirement or other payment as provided in 5.) by such rate as may be earned by the trust. As an alternative, the amount of such benefits may be invested by the trust in Government E Bonds, or their equivalent, for the account of the employee as funds are available to purchase such bonds in individual units (\$18.75 in the case of E Bonds). At date of payment such bonds (or, at the option of the employee, the cash redemption value thereof) will be turned over to the individual together with any uninvested cash held for his account.

The election must be made by the employee at a date no later than the November 30 prior to his vacation benefit year, which is the calendar year which includes his benefit date.

- 2.1. (Option 3) A senior group employee who will be at least age 60 before the end of his vacation benefit year may, in lieu of the election required by 2.0, elect, at a date no later than the November 30 prior to his vacation benefit year, to defer receipt of the EV to which he may become entitled until retirement. The benefit for such EV shall be deposited in the trust subject to the same conditions as are applicable to benefits as to which option 2 applies.
- 2.2. If the employee fails to make an election in accordance with the foregoing, he is considered to have elected option 1.

Trust Fund

2.3. The trust fund or funds ("Trust") established under the prior plan shall be continued and the company shall deposit therein the amounts of all benefits elected by employees under option 2 and 3 and all benefits to which employees become entitled on retirement. The monies in the trust shall be used exclusively for the payment of benefits thereunder. Any investment of amounts in the trust shall be limited to obligations of or guaranteed by the U.S. Government.

3. Scheduling of Extended Vacations

- 3.0. The rules controlling scheduling of extended vacations are provided by labor agreements relating to the plan and applicable to employees covered by the plan and represented by a union. The substance of these provisions is also applicable to employees covered by the plan and not represented by a union.
- 3.1. The substance of the provisions covering scheduling which are included in labor agreements is in the appendix in this booklet. In the application of such provisions:
- a. References to "the year within which the employee becomes entitled to the EV" and "year of entitlement" are to the employee's vacation benefit year.
- b. The phrase "5-year period in which the employee became entitled to an EV" refers to the period January 1, 1969 through December 31, 1973.
- c. The election to have an extended vacation scheduled for a period immediately prior to retirement may be exercised only by a senior group employee, and is permitted without regard to whether he has elected option 2 as to a portion of his EV.

4. Retirement or Other Discontinuance of Employment

Retirement

- 4.0. An employee in the senior group or junior group who retires before becoming entitled to an EV shall upon retirement become entitled to an EV retirement benefit which is equivalent to an EV.
- 4.1. An employee who retires after becoming entitled to an EV but before payment for such EV is made shall, in lieu of the EV, become entitled to an EV retirement benefit.
- 4.2. An employee who becomes entitled to an EV retirement benefit is not entitled to any vacation time off or vacation pay based on such benefit.

Other Discontinuance of Employment

- 4.3. An employee who has a discontinuance of employment other than by retirement before the later of January 1, 1969 or his benefit vesting date shall not become entitled to any EV under this plan. Under certain circumstances, however, upon such a discontinuance of employment a benefit is payable as though the employee had become entitled to an EV. Such benefits are provided in 4.4, 4.5, 4.6, 6.4e., 6.5 and 6.6.
- 4.4. If an employee in the senior group or junior group dies after attainment of at least two years of continuous service and before becoming entitled to an EV, a benefit shall be paid on his behalf as though he had become entitled to an EV on the date of his death.
- 4.5. If an employee in the senior group has a discontinuance of employment other than by death or retirement prior to becoming entitled to an EV but after the fifth anniversary of the date on which he was allocated an EV under the prior plan, he shall be paid a benefit as though he had become entitled to an EV on the date of such discontinuance of employment.
- 4.6. If an employee in the senior group has a discontinuance of employment other than by quit or discharge prior to becoming entitled to an EV, and he does not become entitled to a benefit under 4.0, 4.4 or 4.5, he shall be paid a benefit as though he had become entitled to a junior EV on the date of such discontinuance of employment.

5. Payment of Benefits

Pay for EV Weeks

5.0. Subject to the provisions of 7.5, the pay for each week of EV shall be the same as if it were a week of regular vacation for the year in which the extended vacation starts, adjusted for any general wage change not reflected in such regular vacation pay. The benefit for each week of EV as to which option 2 or option 3 applies shall be the same as the pay for a week of regular vacation starting on the employee's benefit date. If the payment is made because of discontinuance of employment, the pay for each week shall be the same as the pay for a week of regular vacation ending on the date of such discontinuance of employment.

Time and Manner of Payment of EV

5.1. Payment for weeks of extended vacation is made on regular paydays during such vacation, but an employee will, upon request, receive payment in a lump sum;

provided that an employee on layoff who requests to have his extended vacation start during such layoff may receive a lump sum payment therefor only by agreement between him and management. In the case of an employee who has an extended vacation starting in one calendar year and ending in the next, any lump sum payment will be limited to pay for the portion of such vacation which would otherwise be paid for on paydays falling in the calendar year in which it starts, but he will receive the balance in a lump sum after the start of the succeeding calendar year.

5.2. In the event of discontinuance of employment, all benefits deposited in the trust for an employee, all benefits not in the trust to which an employee has become entitled under this plan but which he has not theretofore received, and any benefits he becomes entitled to on such discontinuance shall be paid as soon as practicable thereafter. In the event of death, payment shall be made to a beneficiary designated by the employee, and, in the absence of such beneficiary or in the event of incompetence, payment shall be made in the manner applicable to the disposition of unpaid wages under similar circumstances.

Payment of Deferred Benefits in Event of Hardship

5.3. Any benefits deposited in the trust for an employee and any EV to which an employee has become entitled but which he has not theretofore received shall be payable in whole or in part, upon application, in the event of unemployment after exhaustion of SUB or in the event of serious or protracted illness or other major hardship. In applying this provision, the standards for determination of hardship shall be the same for payments from the trust and payments of such EV.

6. Rules Relating to Eligibility for Benefits

Coverage

6.0. An individual shall not become entitled to any benefit under this plan unless he is an employee on the date as of which entitlement occurs.

New Employees

6.1. An employee first employed by the company (or employed by the company after a break in continuous service which is not removed) after January 1, 1969 shall not in any event become entitled to benefits under this plan.

Transfers to Coverage under the Plan

- 6.2. a. If an employee is permanently transferred into coverage under the 1969 savings and vacation plan of the company applicable to hourly paid employees ("Hourly Plan"), from the 1969 savings and vacation plan of the company applicable to salaried employees ("Salaried Plan"), or to coverage under the salaried plan from coverage under the hourly plan, he shall retain the assignment to the senior group or junior group and the benefit date he had in the plan from which he was transferred.
- b. Except as provided in a., any employee permanently transferred into coverage under this plan after January 1, 1969, shall be placed in the senior group if his continuous service as of January 1, 1969 is at least equal to the continuous service of any other employee placed in the senior group as of that date; otherwise he shall be placed in the junior group. Such employee shall be assigned a benefit date which shall be the later of the earliest January 1 which occurs at least 60 days after the date of transfer or the benefit date he would have had if he had been in the applicable plant employee group on January 1, 1969; provided

that if the transfer occurs after November 1, 1972, the employee shall become entitled to an EV on the later of December 31, 1972, or the date of transfer, shall not be entitled to any vacation time off for such EV, and shall receive pay in lieu of vacation for each week of such EV as though it were part of an extended vacation starting on the day after entitlement. If the employee had been covered by a plan of the company established to provide benefits comparable to the benefits of this plan, the company shall make such benefit adjustments as are necessary to place him as nearly as possible in the same position with respect to benefits as if he had been in the applicable plant employee group on January 1, 1969, but any benefit to which he had become entitled prior to transfer may not be diminished by such adjustment.

Transfers from Coverage under the Plan

6.3. Except where 6.2a. is applicable, an individual permanently transferred from coverage under this plan shall be treated as having broken his continuous service at the time of such transfer, solely for the purpose of payment of any benefit to which he had become entitled but which he had not received, other than a benefit which has been deposited in the trust.

Military Service

- 6.4. In the case of reemployment after January 1, 1969 and on or before December 31, 1973 following a period of absence because of entry in the military service of the United States, if upon reemployment the employee's continuous service is not considered to have been broken, the following shall apply:
- a. Any such employee who entered military service on or before January 1, 1969 (and was not included in the determination of the work force, placed in the senior group or junior group, or assigned a benefit date) shall upon his reemployment be placed in the senior group if his continuous service as of January 1, 1969 is at least equal to the continuous service of any other employee placed in the senior group as of that date; otherwise, he shall be placed in the junior group. The benefit date shall be as provided in d.
- b. If such employee entered military service after January 1, 1969, he shall upon his reemployment be placed again in the group (junior or senior) in which he had been before he entered the military service, but his benefit date shall be as provided in d.
- c. If such employee had become entitled to a benefit under this plan before he entered military service, he shall not become entitled to any benefit under this plan following reemployment.
- d. If such employee had not become entitled to a benefit under this plan before he entered the military service, he shall be assigned a benefit date which shall be the later of (i) the benefit date previously assigned to him, or which would have been assigned to him had he not been in military service on January 1, 1969, or (ii) the earliest January 1 which occurs at least 60 days after the date of his reemployment; provided that if the reemployment occurs after November 1, 1972, the employee shall become entitled to an EV on the later of December 31, 1972 or the date of reemployment, shall not be entitled to any vacation time off for such EV, and shall receive pay in lieu of vacation for each week of such EV as though it were part of an extended vacation starting on the day after entitlement.
- e. If such employee incurs a discontinuance of employment after the date which would have been his benefit date but for his entry into military service, and before he becomes entitled to a benefit under this plan, and he does not otherwise qualify for a benefit upon such discontinuance of employment, he shall be paid a benefit as though he had become entitled to an EV on the date of such discontinuance of employment.

6.5. If an employee enters the military service of the United States after January 1, 1969, and dies prior to reemployment and on or before December 31, 1973, but while he has potential reemployment rights under applicable law or labor agreement, the same benefit, if any, shall be paid on his behalf as would be payable if he had been reemployed on the day before his death.

Reinstated Employees

6.6. An employee who has a break in his continuous service removed or his continuous service restored upon his return to work after January 1, 1969, and on or before December 31, 1973, may become entitled to benefits in the same manner as provided in 6.4 for employees reemployed after military service; provided that a benefit previously received under 4.6 will not disqualify him from additional benefits but will be deducted from any additional benefits to which he may become entitled.

Employees Eligible for Normal Age Retirement

6.7. In order to continue the effect of provisions which were included in the prior plan to avoid encouraging employees to delay retirement, notwithstanding any other provisions of this plan, an employee will not be included in the work force and shall not become entitled to any benefit under this plan if he had both attained age 65 and completed at least 15 years of continuous service prior to January 1, 1969.

7. Miscellaneous

- 7.0. The regular grievance and arbitration provisions in any applicable labor agreement shall apply to differences arising under this plan, except that any grievance relating to eligibility for or the amount of a benefit shall be filed at the highest local step.
- 7.1. An employee on a vacation provided under this plan shall be considered in the same status as an employee on regular vacation, except as expressly provided herein or in any agreement relating to the plan.
- 7.2. In any case in which, at the request of management, an employee's extended vacation is started in a calendar year later than his vacation benefit year, and as a result of such delayed start and a concurrent increase in the number of weeks of regular vacation his service entitles him to, the EV portion of the extended vacation is reduced by one week, he shall be paid an amount equal to the pay for one EV week in his extended vacation. Such amount shall be attributable to and paid with the pay for the extended vacation.
- 7.3. Benefits paid under this plan which are not for vacation time off and that portion of the pay for each week of an extended vacation which is in excess of the pay for a week of regular vacation shall not be included in calculating earnings for the purposes of the company's noncontributory pension plan or regular vacations or for any other purpose under a company program.
- 7.4. The deduction of regular vacation in determining the amount of any EV or EV retirement benefit shall not affect the calculation of the special payment under the company's noncontributory pension plan which would be made if this plan were not in effect.
- 7.5. In applying 5.0 to a seasonal employee, the company shall compute the pay for each EV week on the basis of a number of hours per EV week which is consistent with the number of hours per EV week for the majority of the employees covered by this plan.
- 7.6. In any case in which it is necessary to select for placement in the senior group less than all employees having identical years, months, and days of continuous service, determination of which of such employees shall be placed in the senior group shall be made in the order of their age, starting with the oldest. The same rule shall be applicable to assignment of benefit dates for both the senior group and the junior group.

Appendix D. Selected Holiday Provisions

This appendix illustrates how the various parts of holiday clauses fit together, in their entirety.

From the agreement between
The Central Motor Freight Association, Inc., and
Motor Carrier Labor Advisory Council and the
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
(expiration date: March 1970)

All regular full-time employees shall be paid eight (8) hours pay for the regular holidays shown below. All part-time daily or short hour employees shall be paid four (4) hours' pay for the regular holidays shown below. All work performed on said holidays shall be paid at double time with eight (8) hours of work guaranteed in addition to the eight (8) for four (4) hours holiday pay. In the event a holiday falls on a Saturday, the employee shall receive eight (8) or four (4) hours' pay in addition to their regular weekly salary.

New Year's Day
Fourth of July
Thanksgiving Day

Labor Day
Christmas Day
Decoration Day

There shall be an additional holiday which will be the employees' birthday. And, the employee's birthday when not worked. If an employee's birthday falls on a Saturday, Sunday, or holiday, the employee will have the choice of the day before or the day after such Saturday, Sunday, or holiday. If a birthday falls during an employee's vacation they will be entitled to an extra day's pay.

Whenever a holiday, occurs within a vacation period of the employee, this employee shall receive an additional full day's pay over and above their regular vacation pay.

Positively no work is to be done on Labor Day except in cases of an emergency and then only upon mutual agreement between the employer and union. Funeral Leave: In the event of a death in the family (father, mother, wife, husband, brother, sister, son, or daughter) a regular employee may be entitled to two days off to attend the funeral. The compensable days must fall within the employee's regularly scheduled workweek.

In order to qualify for eight (8) or four (4) hours of straight-time pay for a holiday not worked, it is provided that regular or part-time employees must work the regular work day which immediately precedes or follows the holiday; further provided they work at least three (3) days of the holiday week. Holiday if worked will be considered one of three days referred to in this article.

All employees must be employed 90 calendar days before being eligible for holiday pay when holidays occur.

All employees covered by this agreement and who have been in the employ of the employer for ninety (90) calendar days, shall be entitled to five (5) sick days leave with pay each year. This shall be noncumulative. The company may request medical evidence of an employee's right to claim benefits under this article for absence of over two (2) consecutive days.

If any holiday falls within the 30-day period following an employee's lay-off due to lack of work, and such employee is also recalled to work during the same 30-day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the contract. An employee who is laid off because of lack of work and is not recalled to work within the afore-mentioned 30-day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

From the agreement between
Armour and Company and the
Amalgamated Meat Cutters and
Butcher Workmen of North America
(Formerly The United Packinghouse,
Food, and Allied Workers)
(expiration date: August 1970)

7.1 Designation of Holidays:

The following shall be considered as holidays:

New Year's Day Good Friday
Memorial Day Independence Day
Labor Day Veterans Day
Thanksgiving Day Christmas Day

Prior to September 1, 1969, the union and the company shall mutually agree and designate one (1) additional holiday, which holiday shall be one day on or after September 1, 1969, and before September 1, 1970.

Holidays falling on Sunday shall be observed on the following Monday, if so nationally observed. Wherever the word "holiday" is used in this article it refers to the 24hour period commencing at 12:01 A.M. on the calendar day on which the holiday is observed, except where local plant practice now differs. Local management may substitute for Veterans Day and Memorial Day other days in accordance with the following: For Memorial Day there may be substituted the day which is celebrated in lieu thereof in the locality in which the plant is located. For Veterans Day there may be substituted a Monday or a Friday in the period beginning with the calendar week preceding the week in which the contract holiday occurs and ending with the calendar week following the week in which the contract holiday occurs. The company shall give the local union notice 2 weeks in advance of the calendar holiday or the substitute holiday, whichever occurs first. By mutual agreement, management may designate a day other than Monday or Friday in the period described above for the celebration of the holiday. Eligibility rules for receiving holiday with pay shall apply as if the substitute holiday were the contract holiday providing that if the employee is not eligible for holiday pay for the substitute holiday by reason of the layoff rules pertaining to holiday pay, he shall nevertheless receive holiday pay if he meets the requirements for holiday pay on the contract holiday.

7.2 Holiday Pay.

All regular full time hourly paid employees (excluding casual or part time employees, but including those probationary employees who have actually worked 15 days out of the 30 consecutive calendar days immediately preceding the holiday) shall be paid for 8 hours at their regular hourly rate for each of the holidays set forth in section 7.1. All regular part time employees shall receive that percentage of 8 hours pay at their regular hourly rate which the daily hours they normally work are of eight.

7.3 Restrictions on Holiday Pay.

An employee will be entitled to holiday pay under section 7.2 above only if such employee reports for work as ordered and works the hours as ordered on the holiday, and works on his last scheduled work day before the holiday and on his first scheduled work day after the holiday, subject to the following:

- (A) Laid-off employees shall receive holiday pay only:
- 1. If the layoff occurs during the calendar week preceding the calendar week in which the holiday occurs and they are called back to work during the calendar week following the calendar week in which the holiday occurs and work the hours as ordered on the day recalled. Regardless of whether the employee qualifies under the foregoing a laid-off employee shall receive holiday pay for both Christmas and New Year's Day if the layoff occurs during the calendar week before the calendar week in which Christmas occurs and the employee is recalled during the calendar week following the calendar week in which New Year's Day occurs and works the hours as ordered on the day recalled; or
- 2. Irrespective of when laid off they work at least one day during the holiday week and work all of the hours as ordered during that week provided, however, that an employee who works only as a replacement shall not only have worked all hours as ordered during that holiday week but shall have worked on at least two days during that week.
- 3. If the layoff occurs on the calendar day before the holiday and they work the hours as ordered on the day of layoff; or
 - 4. If the layoff occurs within the three calendar days before the holiday, and
 - (a) their department does not work on any calendar day between the layoff and holiday, or
 - (b) they had been working on a regular staggered schedule under which they would not have been required to work on any of the calendar days between the last day worked and the holiday.
- (B) Sick and disabled employees shall receive holiday pay minus the sick leave pay, if any, and Workmen's Compensation payment, if any, actually received for the same day if:
- 1. They actually receive sick leave pay for the holiday or their first scheduled work day thereafter, or would be eligible (including the requirements of notification and medical evidence) for such pay except for the waiting period fixed in the sick leave provisions of this agreement, or
- 2. Their absence on the holiday or on the day before or the work day after the holiday is caused by compensable accident and the holiday falls within the weeks for which if the accident had been non-compensable they would have been eligible for sick leave pay or would have been eligible except for the waiting period specified in the sick leave provisions, or
- 3. Their continuous service is too short to qualify them for sick leave pay, but the absence due to sickness or accident has started not earlier than three calendar days before the holiday and not later than their first scheduled work day after the holiday, and the requirements of prompt notification and acceptable medical evidence under the sick leave provisions are met.
- 4. When a holiday falls on Saturday in a week in which an employee is receiving sick leave pay for the full week, said employee shall be paid eight hours for the holiday in addition to the sick leave pay.

- (C) Excused absence. Employees shall not be denied holiday pay because of an excused absence (other than a layoff, or a leave of absence under section 16.1 (b), 16.1 (c) or 16.2 (a) for all or any part of the holiday, or the day before, or their first scheduled work day after the holiday, if such excuse has been requested before starting time on the day for which the employee is excused, and if such excused absence starts not earlier than five days before the holiday (or not earlier that 30 days if the absence involves a leave under section 16.1 (a) for union business concerned with the bargaining unit, or for attendance at conventions of the International Union). The company shall excuse absences on such days on the same basis and for the same reasons as would apply on any other day or days during the year except that the company may take into account the shorter work week.
- (D) Death in family. An employee shall not be denied holiday pay because of absence on the day before the holiday, the day of the holiday or the employee's first scheduled work day after the holiday, due to death in the employee's family, if such absence falls on any day on or after the date of such death to and including the date of the funeral and if the employee has been working regularly up to the date of such death. By family is meant father, mother, husband, wife, sister, brother, son or daughter; or "in-law" relationships of the type just named; or other relative if the employee was living with such relative.
- (E) <u>Lateness</u>. An employee who reports for work late on the day before or his first scheduled work day after the holiday and is permitted to work shall be regarded for purposes of holiday pay as having worked the hours as scheduled on the said day. An employee who reports late but within one hour following his scheduled starting time will not if he has reasonable excuse, be denied the right to work.

7.4 Schedules in Holiday Weeks.

In the application of the provisions of this article, the company shall not deviate from its practice with respect to the number of hours worked in weeks in which holidays fall.

7.5 Unworked Holiday Hours Not Work Time.

Hours not worked on a holiday shall not be considered as work time in computing the additional compensation due, if any, under section 5.2, nor shall any holiday on which no work is performed be considered a work day for the purpose of clothes changing time or clothing allowance.

7.6 Pay for Holiday Work.

Double the regular rate (including night premium where applicable) shall be paid for all hours worked on a holiday by hourly paid employees in addition to such holiday pay as the employee may be entitled to receive under the foregoing provisions of this article. In computing weekly overtime, hours worked on the holiday shall be deducted from 40 (48 if overtime normally begins after the 48th hour) and, subject to the provisions of paragraphs 1,2,3, and 4 of section 5.6 (b), overtime at time and one-half shall be paid for all work performed after the hours that remain as a result of such deduction, excluding the hours actually worked on the holiday.

7.7 Holiday Pay-Weekly Employees.

- (A) If regular weekly paid employees work the hours as ordered in a holiday week they shall be paid for such week an amount determined under 1 or 2 below, whichever is greater:
- 1. In the case of employees paid on a weekly 40 hour basis: Their weekly wage for 32 hours or less of work, plus straight time (1/40 of weekly wage) for each hour

worked beyond the 32nd hour to and including the 40th hour, plus straight time (1/40 of weekly wage) for each hour worked on the holiday, plus time and one-half (3/80 of weekly wage) for each hour worked beyond 40 hours; or

In the case of employees paid on a weekly 48 hour basis: Their weekly wage for 40 hours or less of work, plus straight time (1/48 of weekly wage) for each hour worked beyond the 40th hour up to and including the 48th hour, plus straight time (1/48 of weekly wage) for each hour worked on the holiday, plus time and one-half (3/96 of weekly wage) for each hour worked beyond 40 hours; or

- 2. The amount they would have received had they been paid in such week on an hourly basis (at an hourly rate equal to 1/40 or 1/48 as the case may be of the weekly wage) in the same manner as hourly paid employees. In making such computation, however, only such overtime rates and hours (daily or weekly) as apply to such weekly paid employees during non-holiday weeks shall be used.
- (B) Weekly paid employees will not be regarded as having failed to work the hours as scheduled in a holiday week if their only absence in such week is in accordance with the provisions of paragraphs (a) through (e) of section 7.3.
- (C) If a regular weekly paid employee fails to work the hours as scheduled in a holiday week, he shall be paid the amount he would have received had he been paid in such week on an hourly basis (at an hourly rate equal to 1/40 or 1/48 as the case may be of the weekly wage) in the same manner as hourly paid employees in which case he will be eligible to receive holiday pay only in accordance with the provisions herein set forth for hourly paid employees.

From the agreement between
Alan Wood Steel Company and the
United Steel Workers of America
(expiration date: April 1968)

- (A) Whenever used in this agreement, the term "holiday" means one of the following days: January 1, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christams Day. If any of such holidays shall fall on a Sunday, the following Monday (and not such Sunday) shall be observed as such holiday.
- (B) Effective as of the date of this agreement, an eligible employee who does not work on a holiday shall be paid 8 times the applicable hourly rate of the job to which he is regularly assigned, exclusive of shift, Sunday and overtime premiums (in case of the an employee who is paid on an incentive basis, the employee's average hourly earnings exclusive of shift, Sunday and overtime premiums for the pay period in which the holiday is observed shall be used); provided, however, that if an eligible employee is scheduled to work on any such holiday but fails to report and perform his scheduled or assigned work, he shall become ineligible to be paid for the unworked holiday, unless he has failed to perform such work because of sickness or because of death in the immediate family (mother, father (including in-laws), children, brother, sister, husband, wife, and grandparents) or because of similar good cause. As used in this article, an eligible employee is one who:
 - 1. Has worked 30 turns since his last hire;
- 2. Performs work or is on vacation in the payroll period in which the holiday is observed; and
- 3. Works as scheduled or assigned both on his last scheduled work day prior to and his first scheduled work day following the day on which the holiday is observed; unless he has failed so to work because of sickness or because of death in the immediate family or because of similar good cause.

- (C) An eligible employee who would otherwise be entitled to pay for an unworked holiday and who shall be scheduled pursuant to the provisions of article 9 to take a vacation during a period when a holiday occurs, shall be paid for the unworked holiday in addition to his vacation pay.
- (D) An eligible part-time employee shall receive pay for holidays in accordance with the foregoing provisions of this article, but the pay that he shall receive for any such holiday shall be an amount equal to his applicable hourly rate (as defined in paragraph B) times the lesser of 8 or the average number of hours worked by him per day in the preceding two pay periods.
- (E) A holiday shall be deemed to begin at the beginning of the 12 to 8 shift on such holiday and end 24 hours later.

Appendix E. Identification of Clauses

| Clause number | Employer and union | Expiration date |
|------------------|---|-----------------|
| 1 | United States Steel Corp. Steelworkers (USA) | August 1971 |
| 2 | Louis Allis Co. Electrical, International (IUE) | May 1968 |
| 3 | Associated Spring Corp., Bristol Division Steelworkers (USA) | October 1969 |
| 4 | Wisconsin Motor Corp. Auto (UAW) (Ind.) | March 1971 |
| 5 | Western Electric Co., Allentown Electrical, Brotherhood (IBEW) | February 1970 |
| 6 | Hoover Co. Electrical, Brotherhood (IBEW) | February 1968 |
| 7 | Westinghouse Air Brake Co., Swissvale Electrical, United (UE) (Ind.) | September 1969 |
| 8 | Sterling Drug, Inc., Winthrop Laboratories Chemical (ICW) | June 1970 |
| 9 | Illinois Bell Telephone Co., Comptroller Dept. Electrical, Brotherhood (IBEW) | January 1970 |
| 10 | Radio Corporation of America Electrical, International (IUE) | May 1971 |
| 11 | Massachusetts Leather Manufacturers Association Leather (LWU) | August 1968 |
| 12 | Bell Telephone Co. of Pennsylvania, Accounting Dept. Telephone Unions, Independent (AITU) (Ind.) | October 1969 |
| 13 | National Association of Blouse Manufacturers, Inc. Garment, Ladies' (ILGWU) | May 1970 |
| 14 | Affiliated Dress Manufacturers, Inc. Garment, Ladies' (ILGWU) | January 1970 |
| 15 | Luggage and Leather Goods Manufacturers Association, New York City Leather Goods (LGPN) | August 1968 |
| 16 | I/A Retail Food Market Operators, San Diego Retail Clerks (RCIA) | March 1969 |
| 17 | New York Electrical Contractors Association Electrical, Brotherhood (IBEW) | June 1969 |
| 18 | Southwestern Michigan Contractors Association Laborers (LIUNA) | April 1969 |
| 19 | Associated General Contractors, San Diego AFL-CIO Building Trades Unions and Teamsters (IBT) (Ind.) | April 1970 |
| 20 | Employing Bricklayers Association, Philadelphia Bricklayers (BMP) | April 1969 |
| 21 | Associated General Contractors, Northern and Central California Teamsters (IBT) (Ind.) | April 1968 |
| 22 | Associated General Contractors, Southern California Laborers (LIUNA) | April 1971 |
| 23 | Associated General Contractors, Southern California Teamsters (IBT) (Ind.) | April 1971 |
| 24 | I/A Sportswear Industry Garment, Ladies' (ILGWU) | August 1970 |
| 25 | Mobile Steamship Association, Inc. Longshoremen's (ILA) | September 1968 |

| Clause number | Employer and union | Expiration date |
|------------------|--|-----------------|
| 26 | Galveston Maritime Association Longshoremen's (ILA) | September 1968 |
| 27 | Companies and agents, Atlantic and Gulf Coast Dry Cargo and Passenger Vessels | June 1969 |
| 28 | Maritime (NMU) Franklin Association of Chicago Bookbinders (IBB) | June 1970 |
| 29 | Printing Industries of Metropolitan New York, Printers! League | April 1971 |
| 30 | Printing Pressmen (IPPA) Publishers Association of New York City Newspaper Guild (ANG) | March 1970 |
| 31 | Western Electric Co., Sandia Corp. Metal Trades Council | July 1968 |
| 32 | I/A General Trucking Supplemental Agreement, New Jersey-New York | March 1970 |
| 33 | Teamsters (IBT) (Ind.) Philadelphia Marine Trade Association Longshoremen's (ILA) | September 1968 |
| 34 | Association of Motion Picture Producers, Inc. Directors (DGA) (Ind.) | April 1968 |
| 35 | Metropolitan Lithographers Association, Inc. Typographical (ITU) | April 1970 |
| 36 | National Bituminous Coal Wage Agreement Mine Workers (UMW) (Ind.) | Open end |
| 37 | American Can Co., Green Bay Mill Papermakers (UPP) Pulp (PSPMW) | April 1968 |
| 38 | Allis-Chalmers Manufacturing Co., Pittsburgh Auto (UAW) (Ind.) | October 1970 |
| 39 | Photo-Engravers Board of Trade of New York, Inc. New York Lithographers and Photo Engravers (Ind.) | January 1970 |
| 40 | Hughes Aircraft Co., Tucson Machinists (IAM) | October 1969 |
| 41 | Admiral Corp., Illinois Electrical, Brotherhood (IBEW) | September 1969 |
| 42 | Lockheed Aircraft Corp., Los Angeles Machinists (IAM) | September 1968 |
| 43 | Litton Industries, Ingalls Shipbuilding Division Metal Trades Department | October 1972 |
| 44 | Avco Corp., Ordnance Division Electrical, Brotherhood (IBEW) | September 1969 |
| 45 | I/A Independent Packinghouses, Philadelphia Meat Cutters (MCBW) | November 1970 |
| 46 | Atlantic Steel Co. Steelworkers (USA) | August 1968 |
| 47 | Printing Industries of Philadelphia, Allied Printing Employers' Association Division Typographical (ITU) | February 1968 |
| 48 | Beaunit Corporation, Beaunit Fibers Division Textile, United (UTWA) | March 1971 |
| 49 | Marathon Southern Corp. Pulp (PSPMW) | October 1968 |
| 50 | Square D Co., Industrial Controller Division Electrical, Brotherhood (IBEW) | May 1970 |
| 51 | Acme Boot Co., Inc. Rubber (URW) | May 1968 |

| Clause number | Employer and union | Expiration date |
|------------------|---|-----------------|
| 52 | Bendix Corp., Kansas City | April 1969 |
| 53 | Machinists (IAM) Newport News Shipbuilding and Dry Dock Co. Peninsula Shipbuilders' Assn. (Ind.) | July 1969 |
| 54 | Laclede Gas Company Oil, Cnemical and Atomic Workers (OCAW) | July 1968 |
| 55 | San Diego Gas and Electric Co. Electrical, Brotherhood (IBEW) | February 1969 |
| 56 | Schiffli Lace and Embroidery Manufacturers Association, New Jersey | April 1973 |
| 57 | Textile, United (UTWA) Stewart-Warner Corp. | December 1970 |
| 58 | Electrical, Brotherhood (IBEW) National Lead Co., Fernald Atomic Trades and Labor Council | September 1969 |
| 59 | Crouse-Hinds Co. Electrical, Brotherhood (IBEW) | February 1969 |
| 60 | Uniroyal Inc. Rubber (URW) | April 1970 |
| 61 | Acme Markets, Inc., Division 7 Retail Clerks (RCIA) | September 1969 |
| 62 | I/A Massachusetts Shoe Manufacturers United Shoe Workers (USW) | January 1969 |
| 63 | Greater New York Folding Box and Display Manufacturers Assn. Pulp (PSPMW) | September 1970 |
| 64 | Interlake Steel Corp., Chicago Steelworkers (USA) | July 1968 |
| 65 | Crucible Steel Co. of America Steelworkers (USA) | July 1968 |
| 66 | Pillsbury Co. Grain Millers (AFGM) | March 1969 |
| 67 | Pacific Coast Assn. of Pulp and Paper Manufacturers Western Pulp and Paper Workers (WPPW) (Ind.) | March 1969 |
| 68 | Harnischfeger Corp. Steelworkers (USA) | August 1968 |
| 69 | American Radiator and Standard Sanitary Corp., Louisville plant Standard Allied Trades Council and Teamsters (IBT) (Ind.) | January 1969 |
| 70 | Potlatch Forests, Inc. Woodworkers (IWA) | May 1969 |
| 71 | Confectioners Industrial Relations Board, Inc. Bakery, American (ABCW) | June 1969 |
| 72 | Pratt and Whitney, Inc., and Chandler Evans, Inc. Auto (UAW) (Ind.) | October 1970 |
| 73 | Great Lakes Steel Corp. Steelworkers (USA) | July 1968 |
| 74 | Ingersoll-Rand Co. Machinists (IAM) | June 1969 |
| 75 | Emerson Radio and Television Co. Electrical, International (IUE) | December 1969 |
| 76 | National Standard Co. Steelworkers (USA) | October 1968 |
| 77 | The Chesapeake and Potomac Telephone Co. of West Virginia Communications (CWA) | October 1969 |
| 78 | Armour and Co. Meat Cutters (MCBW) | August 1970 |

| Clause number | Employer and union | Expiration date |
|------------------|---|-----------------|
| 79 | Greater Kansas City Dry Cleaning Employers | March 1969 |
| 80 | Laundry, Dry Cleaning and Dye House (IBT-LWIU) (Ind.) Westinghouse Air Brake Co., Air Brake Division Electrical, United (UE) (Ind.) | September 1969 |
| 81 | Cleveland Electric Illuminating Co. Utility (UWU) | April 1971 |
| 82 | Budd Co., Philadelphia Auto (UAW) (Ind.) | March 1968 |
| 83 | Norton Co., Behr-Manning Co. Division Papermakers (UPP) | June 1969 |
| 84 | Central States Area Local Cartage Supplement, National Master Freight Agreement Teamsters (IBT) (Ind.) | March 1970 |
| 85 | Alco Products, Inc., Schenectady Steelworkers (USA) | March 1970 |
| 86 | General Dynamics Corp., Fort Worth Office (OPEIU) | February 1971 |
| 87 | I/A Chain and Independent Grocery Stores, Houston Meat Cutters (MCBW) | October 1968 |
| 88 | Robertshaw Controls Co., New Stanton Division Steelworkers (USA) | September 1968 |
| 89 | White Motor Co., Cleveland Auto (UAW) (Ind.) | March 1968 |
| 90 | Hotel Association of Washington, D.C. Hotel (HREU) | September 1969 |
| 91 | Remco Industries, Inc. Teamsters (IBT) (Ind.) | December 1968 |
| 92 | I/A Retail Drug Store Operators, California Retail Clerks (RCIA) | June 1969 |
| 93 | Holly Sugar Corp. Grain Millers (AFGM) | April 1969 |
| 94 | Central States Area Over-the-Road Supplement, National Master Freight Agreement Teamsters (IBT) (Ind.) | March 1970 |
| 95 | Proctor and Gamble Co., Port Ivory | September 1968 |
| 96 | The Independent Oil and Chemical Workers, Inc. (Ind.) Olin Mathieson Chemical Corp., New Haven Machinists (IAM) | July 1969 |
| 97 | Bloomingdale Brothers Retail, Wholesale (RWDSU) | February 1970 |
| 98 | I/A Independent Motion Picture Producers Musicians (AFM) | April 1969 |
| 99 | Connecticut Light and Power Co. Electrical, Brotherhood (IBEW) | May 1969 |
| 100 | National Lead Co., Doehler-Jarvis Division Auto (UAW) (Ind.) | June 1968 |
| 101 | Granite City Steel Co. Steelworkers (USA) | July 1968 |
| 102 | San Francisco Newspaper Publishers Newspaper Guild (ANG) | September 1968 |
| 103 | Narragansett Electric Co. Utility Workers of New England, Inc. (UWNE) (Ind.) | March 1970 |
| 104 | Direct Mail Master Contract Association, Inc. Retail, Wholesale (RWDSU) | May 1968 |
| 105 | General Telephone Co. of Michigan Electrical, Brotherhood (IBEW) | May 1969 |
| 106 | California Cement Companies Cement (CLGW) | April 1969 |

| Clause number | Employer and union | Expiration date |
|------------------|---|-----------------|
| 107 | American Metal Climax, Inc., Climax Molybdenum Division Oil, Chemical and Atomic Workers (OCAW) | July 1968 |
| 108 | Central Motor Freight Association and Motor Carrier Labor Advisory Council | March 1970 |
| 109 | Teamsters (IBT) (Ind.) Lockheed Aircraft Corp., Missiles and Space Division Machinists (IAM) | July 1968 |
| 110 | Dow Chemical Co., Texas Division Nine AFL-CIO Unions and Teamsters (IBT) (Ind.) | June 1969 |
| 111 | Wisconsin Public Service Corp. | October 1968 |
| 112 | Operating Engineers (IUOE) Douglas Aircraft Co., California and Oklahoma Southern California Professional Engineering Association (Ind.) | October 1968 |
| 113 | General Telephone Co. of Pennsylvania | June 1968 |
| 114 | Electrical, Brotherhood (IBEW) General Telephone and Electronics Corp., Lenkurt Electric Co. Inc. Division | March 1968 |
| 115 | Electrical, Brotherhood (IBEW) United Aircraft Corp., Hamilton Standard Division | April 1969 |
| 116 | Machinists (IAM) National Association of Doll Manufacturers, Inc. | June 1970 |
| 117 | Doll and Toy (IDTW) General Electric Co., Evendale | November 1969 |
| 118 | Machinists (IAM) General Electric Co., Hotpoint Business Operations | October 1969 |
| 119 | Sheet Metal (SMW) Wisconsin Power and Light Co. | May 1970 |
| 120 | Electrical, Brotherhood (IBEW) I/A Office Buildings, Pittsburgh | November 1970 |
| 121 | Service Employees (SEIU) FMC Corp., American Viscose Division | June 1968 |
| 122 | Textile Workers Union (TWUA) Oxford Paper Co. | June 1968 |
| 123 | Papermakers (UPP) Humble Oil and Refining Co. | April 1969 |
| 124 | Gulf Coast Industrial Workers Union (Ind.) Bell Telephone Co. of Pennsylvania, Plant | October 1969 |
| 125 | Telephone Unions, Independent (AITU) (Ind.) American Can Co. | January 1968 |
| 126 | Steelworkers (USA) Owens-Illinois, Inc., Columbus | May 1968 |
| 127 | Glass Bottle (GBBA) Allied Underwear Association, New York City | June 1969 |
| 128 | Garment, Ladies' (ILGWU) DWG Cigar Corp. | January 1969 |
| 129 | Teamsters (IBT) (Ind.) Wagner Electric Corp., Tung-Sol Division | July 1970 |
| 130 | Electrical, Brotherhood (IBEW) Scott and Williams, Inc. | July 1970 |
| 131 | Steelworkers (USA) Cooper-Bessemer Corp. | August 1968 |
| 132 | Steelworkers (USA) Leece-Neville Co. | March 1968 |
| 133 | Electrical, Brotherhood (IBEW) Philadelphia Food Store Employers Labor Council Teamsters (IBT) (Ind.) | July 1968 |

| Clause number | Employer and union | Expiration date |
|------------------|--|-----------------|
| 134 | Campbell Soup Co., Napoleon Meat Cutters (MCBW) | January 1969 |
| 135 | Consolidated Edison Co. Utility (UWU) | November 1968 |
| 136 | Pickands Mather and Co. Steelworkers (USA) | July 1968 |
| 137 | Radio Corp. of America, RCA Service Division Electrical, Brotherhood (IBEW) | November 1968 |
| 138 | Chesapeake and Potomac Telephone Co. of Virginia Communications (CWA) | October 1969 |
| 139 | Wisconsin Electric Power Co. Electrical, Brotherhood (IBEW) | June 1969 |
| 140 | General Telephone Co. of the Southwest Communications (CWA) | May 1968 |
| 141 | Food Employers Council, Inc., Los Angeles Retail Clerks (RCIA) | March 1969 |
| 142 | Breweries of Detroit Brewery (BFCSD) | March 1971 |
| 143 | Dow Chemical Corp., Midland and Bay City, Michigan District 50, Mine Workers (UMW-50) (Ind.) | March 1968 |
| 144 | Hughes Aircraft Co. Carpenters (CJA) | November 1967 |
| 145 | Goodyear Aerospace Corp. Auto Workers (UAW) (Ind.) | August 1970 |
| 146 | California and Hawaiian Sugar Corp., Ltd. Seafarers' (SIU) | June 1970 |
| 147 | Electric Hose and Rubber Co. Rubber Workers (URW) | August 1970 |
| 148 | Merck and Co., Inc. Oil, Chemical and Atomic Workers (OCAW) | April 1967 |
| 149 | Northern Indiana Public Service Co. District 50, Mine Workers (UMW-50) (Ind.) | May 1968 |
| 150 | I/A Upstate New York Trucking Over-the-Road Companies | March 1967 |
| 151 | Teamsters (IBT) (Ind.) Danly Machine Specialties, Inc. District 50, Mine Workers (UMW-50) (Ind.) | March 1969 |
| 152 | Eastern Area Tank Haul companies Teamsters (IBT) (Ind.) | November 1970 |
| 153 | I/A Hotels of Hawaii Hotel and Restaurant (HREU) | May 1972 |
| 154 | Piper Aircraft Corp. Machinists (IAM) | October 1968 |
| 155 | New York Retail and Wholesale Bakeries Bakery Workers (ABCW) | January 1971 |
| 156 | National Biscuit Co. Bakery Workers (ABCW) | August 1967 |
| 157 | Anaconda Co., Butte Steelworkers (USA) | May 1967 |
| 158 | Arrow-Hart and Hegeman Electric Co. Electrical, Brotherhood (IBEW) | May 1970 |
| 159 | I.T.E. Circuit Breaker Co. Electric Switchgear Union (Ind.) | February 1970 |
| 160 | Public Service Electric and Gas Co. Plumbers and Pipefitters (PPF) | June 1967 |
| 161 | Lockheed Aircraft Corp., Service Division Machinists (IAM) | August 1968 |
| | • | |

| Clause number | Employer and union | Expiration date |
|------------------|--|-----------------|
| 162 | Wholesale Grocers Association | October 1968 |
| 163 | Teamsters (IBT) (Ind.) Olin Mathieson Chemical Corp. Machinists (IAM) | November 1968 |
| 164 | General Motors Corp. Auto Workers (UAW) (Ind.) | September 1967 |
| 165 | Textile Machine Works Steelworkers (USA) | July 1969 |
| 166 | United Knitwear Manufacturers League, Inc. Garment, Ladies' (ILGWU) | July 1970 |
| 167 | Hoover Ball and Bearing Co., Stubnitz Spring Division Auto Workers (UAW) (Ind.) | November 1969 |
| 168 | Xerox Corp. Clothing Workers (ACWA) | March 1967 |
| 169 | Metropolitan Detroit Plumbing Contractors Association and 2 other companies Plumbers and Pipefitters (PPF) | June 1968 |
| 170 | Sheet Metal Heat and Air Conditioning Contractors Sheet Metal Workers (SMW) | June 1968 |
| 171 | Associated General Contractors of America, Michigan Chapter and 3 other companies Carpenters (CJA) | April 1968 |
| 172 | Mountain States Employers Council Retail Clerks (RCIA) | October 1967 |
| 173 | Restaurant Association of State of Washington Hotel and Restaurant (HREU) | May 1969 |
| 174 | Gulf Oil Corp. Oil, Chemical and Atomic Workers (OCAW) | January 1969 |
| 175 | Lessona Corp. Machinists (IAM) | May 1969 |
| 176 | I/A Metal Trades Council Machinists (IAM) | April 1968 |
| 177 | Continental Can Company, Inc., Container-board and Kraft Paper Division Papermakers and Paperworkers (UPP) and Pulp and Sulphite Workers (PSPMW) | June 1968 |
| 178 | California Processors and Growers, Inc. Teamsters (IBT) (Ind.) | February 1970 |
| 179 | Minneapolis Automobile Dealers Association Teamsters (IBT) (Ind.) | April 1968 |
| 180 | Jones and Laughlin Steel Corp. Steelworkers (USA) | July 1968 |
| 181 | John Morrel and Co. Meat Cutters (MCBW) | August 1970 |
| 182 | Celanese Corp. Textile Workers of America (TWUA) | June 1971 |
| 183 | Public Service Electric and Gas Co. Electrical, Brotherhood (IBEW) | April 1969 |
| 184 | I/A Meat Markets of Missouri and Kansas Meat Cutters (MCBW) | February 1968 |
| 185 | Auto Specialites Manufacturing Co. Auto Workers (UAW) (Ind.) | January 1968 |
| 186 | McCall Corp. Bookbinders (IBB) | April 1968 |
| 187 | U.S. Time Corp. Machinists (IAM) | December 1967 |
| 188 | Schenley Distillers, Inc. Distillery Workers (DRWW) | July 1969 |

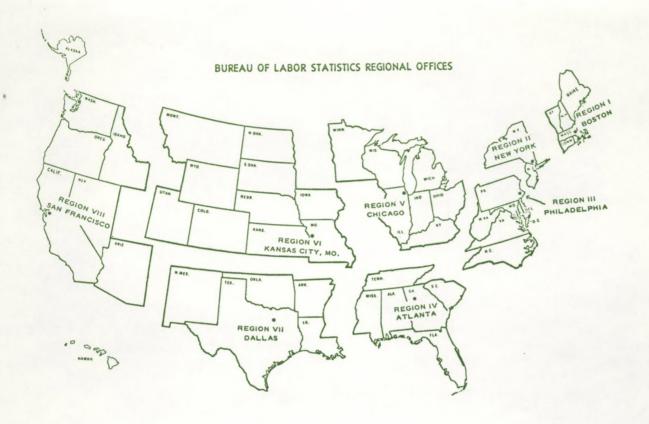
| Clause number | Employer and union | Expiration date |
|------------------|---|-----------------|
| 189 | Northern California Dairy Industry Labor Relations Association | March 1968 |
| 190 | Teamsters (IBT) (Ind.) Gisholt Machine Co. | June 1968 |
| 191 | Steelworkers (USA) I/A Major Food Store Chains | February 1970 |
| 192 | Meat Cutters (MCBW) Public Service Co. of Indiana, Inc. | April 1967 |
| 193 | Electrical, Brotherhood (IBEW) Brown and Williamson Tobacco Corp. | March 1971 |
| 194 | Tobacco Workers (TWIU) Pullman, Inc., Standard Division Steelworkers (USA) | September 1968 |
| 195 | Baltimore Transit Co. Transit Union (ATU) | September 1968 |
| 196 | B.F. Goodrich Footwear Co. Federal Labor Union (FLU) | May 1970 |
| 197 | Prestolite Co., Division of Eltra Corp. Auto Workers (UAW) (Ind.) | February 1971 |
| 198 | Birdsboro Corp. Steelworkers (USA) | December 1969 |
| 199 | Corn Products Co. Oil, Chemical and Atomic Workers (OCAW) | June 1968 |
| 200 | I/A Express and General Trucking Co. Teamsters (IBT) (Ind.) | August 1967 |
| 201 | Washington Metal Trades, Inc. Machinists (IAM) | March 1971 |
| 202 | Needle Trades Employers Association Garment, Ladies' (ILGWU) | January 1970 |
| 203 | Fulton County Glove Manufacturing, Inc. United Glove Workers (Ind.) | March 1969 |
| 204 | Whirlpool Corp. Teamsters (IBT) (Ind.) | July 1970 |
| 205 | Hampton Roads Maritime Association Longshoremen's Association (ILA) | September 1968 |
| 206 | Atlantic and Gulf District, Dry Cargo and Passenger Ships Marine Engineers (MEBA) | June 1969 |
| 207 | I/A Household Goods, Moving and Storage companies of Los Angeles Teamsters (IBT) (Ind.) | March 1969 |
| 208 | Continental Can Co. Steelworkers (USA) | February 1971 |
| 209 | Radio Corporation of America Electrical, Brotherhood (IBEW) | June 1970 |
| 210 | Building Trades Employers Association Engineers, Operating (IUOE) | May 1970 |
| 211 | Brown Co. and Brown - New Hampshire, Inc. Pulp, Sulphite and Paper Mill Workers (PSPMW) | April 1968 |
| 212 | Meat Trade Institute, Inc. Meat Cutters (MCBW) | June 1969 |
| 213 | Pacific Maritime Association Pacific Coast Marine Firemen (SIU-MFOW) | June 1969 |
| 214 | New England Sportswear Manufacturers Association | June 1970 |
| 215 | Garment, Ladies' (ILGWU) Leviton Manufacturing Co. Electrical, Brotherhood (IBEW) | April 1968 |

| Clause number | Employer and union | Expiration date |
|------------------|--|-----------------|
| 216 | Los Angeles County Canners | September 1968 |
| 217 | Seafarers' (SIU) Reno Employers Council | Fahruary 1060 |
| 211 | Hotel and Restaurant Employees (HREU) | February 1969 |
| 218 | Home Builders Association of South Florida Carpenters (CJA) | March 1969 |
| 219 | Santa Barbara Restaurant Association Hotel and Restaurant Workers (HREU) | March 1971 |

NOTE: All unions are affiliated with the AFL-CIO except those followed by (Ind.).

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|--------------------|--|----------|
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