

HOLIDAY PROVISIONS

CRAFT/CLASSIFICATION

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ID

738-1412-7

LOCALITY

All Localities within the State of California

HOLIDAYS

Holiday in Vacation Period

When the vacation period of any employee includes one of the holidays listed in Article IX, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. When the vacation period of a salaried employee includes an observed holiday, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. In either case, the extra day must be taken immediately before or after as an extension of the vacation.

ARTICLE IX

1. Listed Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, The day before Christmas Day, Christmas Day; A ninth and tenth paid holiday on a date to be determined locally.

These holidays will be mutually selected by the local union and local management prior to December 31 of the year preceding the year in which the holiday will occur. In the absence of mutual agreement by such December 31, the holidays will be designated by local management.

2. Hourly Rated Employees

(a) An hourly rated employee not on continuous operations will be paid, for each of the above listed holiday not worked, up to eight hours at his average straight-time hourly rate as taken from the last periodic statistics available at the time his holiday occurs (current rate for dayworkers), for a number of hours equal to his regular daily working schedule during such week, providing each of the following conditions are met:

(1) Such employee has been employed at least 30 days prior to any such holiday.

(2) Such employee works his last scheduled workday prior to and his new scheduled workday after such holiday within his scheduled workweeks. This condition shall not prevent payment of holiday pay to:

(i) An employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who

works or reports for the Company's physical examination the next scheduled workday following the holiday; or

(ii) an employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs and who is not at work either or both such work days due to approved absences for personal illness or emergency illness at home, death in his family, layoff or union activity; or

(iii) an employee who is not at work on either or both such workdays, solely due to military encampment or jury duty; or

(iv) an employee who is absent from work, on either the last scheduled workday prior to double consecutive holidays, (when such double consecutive holidays have been arranged under the provisions of Section 4 thereof) or his next scheduled workday after such double consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he works the last scheduled holiday prior to that holiday, but not the next scheduled workday after the second holiday; and he will be entitled to holiday pay only for the second of such double consecutive holidays if he fails to work the last scheduled workday prior to the first of such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).

(b) Hourly rated employees on continuous operations will be paid for the above listed holiday under the above conditions if the holiday falls within their scheduled workweek and they are not scheduled to work on the holiday. If such employee fails to work as scheduled, he will not be paid for the holiday. If, however, such failure to work on the holiday is due to verified personal illness, death in family, jury duty, or emergency illness, at home, the employee will be paid for the holiday if he is otherwise eligible in accordance with all the provisions of Section 2(a) above.

(c) Hourly rated employees who are receiving the night shift differential pursuant to Article V, 6 shall have the same added to any holiday pay received by them under this article.

3. Any of the above-listed holidays falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the above listed holidays falling on Saturday shall be treated for all purposes under this Agreement (including the purposes of Section 2(c) of Article V) as falling on the preceding Friday and shall for such purposes be observed on that Friday only. However, local plant management and a local union may, by local agreement in writing, substitute a day other than the preceding Friday for any such holiday which falls on Saturday.

For an employee on continuous operations, when a holiday falls on his scheduled day off, his next non-premium scheduled workday shall be deemed to be his holiday. In no

event will an employee receive the holiday pay or premium more than once for a holiday.

4. Local management and the local union at each plant may agree in writing to substitute a different holiday in place of any of the above-listed holidays for all purposes.