SHIN&KIM
법무법인(유) 세종

Court Rejects Shift Workers' Holiday Pay Claims and Upholds Holiday Substitution Arrangements

The plaintiffs, who worked in shifts at Company I, filed a lawsuit seeking statutory allowances for holiday work, as well as additional contractual paid-holiday allowances. They argued that their work on substitute public holidays constituted holiday work because there was no express written agreement with the employee representative authorizing the substitution of holidays. They also claimed that, under the collective bargaining agreement, they were entitled to separate contractual paid-holiday allowances when their scheduled days off coincided with substitute public holidays.

Representing Company I, Shin & Kim argued that the holiday substitution arrangements were lawful in light of the nature of the company's operations, which required year-round service, and the purpose of Article 55(2) of the Labor Standards Act. First, a written agreement existed between Company I and the labor union to substitute days off arising from the shift-work schedule for public holidays observed by government offices and other holidays. Second, the plaintiffs could reasonably anticipate their work on public holidays based on shift schedules and other materials prepared in advance. Third, a comparison with the company's regular office employees over a specified period showed that the plaintiffs were in fact entitled to more days off, demonstrating that they had been afforded sufficient holidays consistent with the legislative purpose of Article 55(2).

Shin & Kim also argued that the plaintiffs were not entitled to separate paid-holiday allowances even where their scheduled days off coincided with substitute public holidays. In support of this position, Shin & Kim explained the circumstances surrounding the conclusion of the collective bargaining agreement, the intent of its provisions, and the company's established practices.

The court accepted Shin & Kim's arguments, holding that the collective bargaining agreement between Company I and the labor union constituted a written agreement to substitute days off under the shift-work schedule for public holidays observed by government offices and other holidays, and that such substitutions were therefore lawful. Accordingly, the plaintiffs' work on substitute public holidays constituted ordinary work rather than holiday work, and their claims for statutory holiday work pay were unfounded.

The court further held that, in light of the language of the collective bargaining agreement, it could not be interpreted as granting shift workers a right to separate paid-holiday allowances when their scheduled days off coincided with substitute public holidays. The court therefore dismissed all of the plaintiffs' claims for statutory allowances for holiday work, as well as additional contractual paid-holiday allowances.

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