STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
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HOLIDAY PROVISIONS

FOR

ELECTRICAL UTILITY LINEMAN:
LINEMAN, HEAVY LINE EQUIPMENT MAN
CABLE SPLICER, POWDERMAN
JACKHAMMER MAN
GROUNDMAN
POLE SPRAYER TRAINEE

IN

DEL NORTE, MODOC AND SISKIYOU COUNTIES

61-X-8

RECEIVED
Department of Industrial Relations

APR 23 2004

Div. of Labor Statistics & Research
Chief's Office

2004 - 2007

AGREEMENT

between the

NORTHWEST LINE CONSTRUCTORS CHAPTER

of the

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
(AFL-CIO)

LOCAL UNION NO. 77
Seattle, Washington

LOCAL UNION NO. 125
Portland, Oregon

LOCAL UNION NO. 483
Tacoma, Washington

LOCAL UNION NO. 659
Central Point, Oregon

Original Agreement February 11, 1946
Effective February 1, 2004
through January 31, 2007

It shall be considered a willful act on the part of the Employer if an employee who has been terminated and ceases work outside the Employer's office business hours is not paid by noon of the next day.

In the event an employee receives a payroll check which is returned or refused by the bank and so marked NSF, he shall receive eight (8) hours pay for each twenty-four (24) hours or portion thereof until funds for the original check amount are received. (Funds means: cashier check, cash, or cashable check.)

It shall be the responsibility of any employee working alone to have time sheets mailed or delivered to the Employer promptly after the completion of the pay period. It shall also be the employee's responsibility to notify the Employer promptly if wages do not arrive by the scheduled time.

Each employee, during his first two (2) weeks of employment, shall be entitled to one (1) draw not to exceed fifty percent (50%) of his accumulated earnings. The draw shall be given to the employee not later than forty-eight (48) hours following the request, or mailed to the job within twenty-four (24) hours, Saturdays, Sundays and holidays excepted.

When Apprentices are transferred by the Apprenticeship Committee from one Employer to another, within forty-eight (48) hours' notice to the Employer, they shall be paid in full on the last day worked prior to transfer.

5.4 Any man reporting for work at starting time in the morning and being terminated before noon, not having been notified the previous day, shall be paid four (4) hours' wages; if terminated any time after noon, he shall be entitled to eight (8) hours' pay. If an employee is terminated for cause, only the actual hours worked shall be paid. If a man's tools and belongings are not available to him at headquarters when he is terminated, he shall be paid only that time required to gather these items, but not to exceed four (4) hours.

5.5 Men ordered to report for work when weather conditions are such that they cannot work, by decision of the Employer or employees, shall receive one (1) hours' pay at the applicable rate. When men report to work without previous orders to the contrary, except as stated above, and are not put to work, they shall be paid two (2) hours' time at the applicable rate.

5.6 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each workday on all work within the jurisdiction of the Union.

5.7 All work performed outside of the regularly scheduled working hours and on Saturdays, Sundays and the following holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the Friday following, and Christmas Day, or

days celebrated as such, shall be paid for at double the regular straight-time rate of pay.

Emergency work performed for an operating utility company in restoring customer service or tie lines by an Employer on days on which the utility company crews would receive overtime will be paid for at the applicable overtime rate.

5.8 A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift, unless the employee reports for work less than two (2) hours before the beginning of his regular shift, or continues after his regular shift.

When an employee reports for overtime work and works six (6) hours or more outside his regular shift hours, he shall receive minimum of eight (8) hours' rest before his regular shift begins or the regular shift hours will be at the overtime rate. After eight (8) hours' rest, any remaining portion of the regular shift may be worked at the straight-time rate of pay.

When a workman has worked on one (1) shift at the overtime rate, he shall not go back to work at the regular straight-time rate until relieved for a period of eight (8) hours.

ARTICLE VI

National Electrical Benefit Fund (NEBF)

* 6.1 It is agreed that in accord with the Employees' Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors' Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.