

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



HOLIDAY PROVISIONS

FOR

**ELECTRICIAN:**  
MATERIAL HANDLER,  
MATERIAL HANDLER FIRST SIX MONTHS,  
MATERIAL HANDLER SECOND SIX MONTHS  
MATERIAL HANDLER THIRD SIX MONTHS  
MATERIAL HANDLER FOURTH SIX MONTHS

IN

SANTA CLARA COUNTY

# MATERIAL HANDLER AGREEMENT

## IBEW LOCAL 332

Agreement by and between the Santa Clara Valley Chapter, NECA and Local Union No. 332, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Employer" shall mean Santa Clara Valley Chapter, NECA and the term "Union" shall mean Local Union 332, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

### BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any difference by rational, common sense methods. Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

### ARTICLE I

#### Effective Date - Changes - Grievances - Disputes

**Section 1.01** This Agreement shall take effect June 1, 2009 and shall remain in effect until July 31, 2011 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1, through July 31<sup>st</sup> of each year, unless changed or terminated in the way later provided herein.

**Section 1.02** (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at

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Department of Industrial Relations

JUL 30 2010

Div. of Labor Statistics & Research  
Chief's Office

12 **Section 3.06** (a) All work performed outside the regularly  
13 scheduled working hours and work on the following Holidays: New Year's  
14 Day; Martin Luther King, Jr's Birthday, observed the third Monday in  
15 January; Washington's Birthday, the third Monday in February; Memorial  
16 Day, the last Monday in May; Fourth of July; Labor Day, the first Monday  
17 in September; Thanksgiving Day, the Fourth Thursday in November; the  
18 day after Thanksgiving Day; and Christmas Day, December 25; or days  
19 celebrated as such; or such Holidays as recognized by the Local Building  
20 Trades Council, shall be paid for two times the regular straight time rate of  
21 pay. Should any of the above-named Holidays fall on Sunday, the following  
22 day shall be observed as a Holiday. However, when a workman has worked  
23 six (6) hours or more immediately previous to starting the regular workday  
24 he shall receive the overtime rate of pay until relieved of duty. (Eleventh  
25 Holiday to be inserted as selected by the parties).

26  
27 (b) The Friday before Labor Day will be a floating  
28 holiday, making the Labor Day Holiday a four (4) day weekend.