

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



HOLIDAY PROVISIONS

FOR

ELECTRICIAN:
INSIDE WIREMAN
CABLE SPLICER
TUNNEL INSIDE WIREMAN
INSIDE WIREMAN (When Welding)

IN

MODOC AND SISKIYOU COUNTIES

RECEIVED
1/16/13
OD - Research

AGREEMENT

Agreement by and between the Crater Lake Division, Oregon Pacific-Cascade Chapter, National Electrical Contractors Association and Local Union No. 659, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in the Agreement, the term "Association" shall mean the Crater Lake Division, Oregon Pacific-Cascade Chapter, National Electrical Contractors Association, and the term "Union" shall mean Local Union No. 659, International Brotherhood of Electrical Workers.

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 differences by rational, common sense methods. Now, hereinafter, by and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDMENTS - DISPUTES - DATE - TERMINATION

I-1. This Agreement shall take effect January 1, 2012, and shall remain in effect until December 31, 2013 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

I-2. (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 least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

III-3. Overtime on work outside of the regularly scheduled hours (Monday thru Friday) for the first two (2) hours and eight (8) hours on Saturday and Sunday during the normal work hours shall be paid at one and one-half (1-2) times the straight time hourly rate. All other overtime and on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such shall be paid for at double the straight time hourly rate of pay. In addition to the above holidays, the worker shall be allowed to determine whether they will celebrate Veterans Day or the day after Thanksgiving as a holiday. If Veterans Day is not selected as a holiday, the day after Thanksgiving will be celebrated. Work performed on the holiday selected will be paid for at double the straight-time hourly rate of pay.

No work shall be performed on Labor Day except in case of emergency, and then only to protect life or property.

It is understood by both parties that occasional overtime and service call work shall be performed by the employees.

When workmen are called out after regular working hours on trouble calls, they will receive a minimum of one (1) hour time at the applicable overtime rate of pay.

ARTICLE VII

CODE OF EXCELLENCE

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SUBJECT TO APPROVAL OF THE INTERNATIONAL PRESIDENT, I.B.E.W.

SIGNED this 13 day of Dec, 2011

SIGNED FOR THE EMPLOYER

CRATER LAKE DIVISION,
OREGON PACIFIC-CASCADE
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

By



Executive Manager

SIGNED FOR UNION

LOCAL UNION NO. 659,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

By



Business Manager



LETTER OF UNDERSTANDING

The N.E.C.A. will indemnify, defend and hold the Union harmless for any and all claims, demands, causes, suits and other forms of liability that may arise by reason of action taken or not taken for the purposes of complying with any provision of the "Administrative Maintenance Fund".

Signed for N.E.C.A.:

A handwritten signature in blue ink, appearing to read "Marc Bernsen", written over a horizontal line.

Marc Bernsen
Executive Manager, NECA

Signed for Local Union 659:

A handwritten signature in blue ink, appearing to read "Ronald W. Jones", written over a horizontal line.

Ronald W. Jones
Business Manager