#### STATE OF CALIFORNIA

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:

P.O. Box 420603

CA 94142-0603



San Francisco

## FOR

HOLIDAY PROVISIONS

# 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

61-332-4

## MATERIAL HANDLER AGREEMENT

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## **IBEW LOCAL 332**

Agreement by and between the Santa Clara Valley Chapter, NECA and 5 Local Union No. 332, IBEW. It shall apply to all firms who sign a Letter of 6 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 16 17 Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, 18 and the Public. Progress in industry demands a mutuality of confidence 19 between the Employer and the Union. All will benefit by continuous peace 20 and by adjusting any difference by rational, common sense methods. Now, 21 therefore, in consideration of the mutual promises and Agreements herein 22 contained, the parties hereto agree as follows: 23

## ARTICLE I

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

This Agreement shall take effect June 1, 2009 and shall 30 Section 1.01 remain in effect until July 31, 2011 unless otherwise specifically provided 31 for herein. It shall continue in effect from year to year thereafter, from June 32 1, through July 31<sup>st,</sup> of each year, unless changed or terminated in the way 33 later provided herein. 34

35 Either party or an Employer withdrawing 36 Section 1.02 (a) representation from the Chapter or not represented by the Chapter, desiring 37 to change or terminate this Agreement must provide written notification at 38

Department of Industrial Relations

JUL 3 0 2010

Div. of Labor Statistics & Research Chief's Office

Section 3.06 All work performed outside the regularly 12 **(a)** scheduled working hours and work on the following Holidays: New Year's 13 Day; Martin Luther King, Jr's Birthday, observed the third Monday in 14 January; Washington's Birthday, the third Monday in February; Memorial 15 16 Day, the last Monday in May; Fourth of July; Labor Day, the first Monday in September; Thanksgiving Day, the Fourth Thursday in November; the 17 day after Thanksgiving Day; and Christmas Day, December 25; or days 18 celebrated as such; or such Holidays as recognized by the Local Building 19 Trades Council, shall be paid for two times the regular straight time rate of 20 21 pay. Should any of the above-named Holidays fall on Sunday, the following day shall be observed as a Holiday. However, when a workman has worked 22 six (6) hours or more immediately previous to starting the regular workday 23 he shall receive the overtime rate of pay until relieved of duty. (Eleventh 24 Holiday to be inserted as selected by the parties). 25 26

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(b) The Friday before Labor Day will be a floatingholiday, making the Labor Day Holiday a four (4) day weekend.