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: 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 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 16 Electrical Industry. Therefore, a working system and harmonious relations 17 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

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

36 <u>Section 1.02</u> (a) Either party or an Employer withdrawing 37 representation from the Chapter or not represented by the Chapter, desiring 38 to change or terminate this Agreement must provide written notification at 39 representation from the Chapter or not represented by the Chapter desiring 39 representation from the Chapter or not represented by the Chapter desiring 39 representation from the Chapter or not represented by the Chapter desiring 39 representation from the Chapter or not represented by the Chapter desiring 39 representation from the Chapter or not represented by the Chapter desiring 39 representation from the Chapter or not represented by the Chapter desiring 30 representation from the Chapter or not represented by the Chapter desiring 30 representation from the Chapter or not represented by the Chapter desiring 30 representation from the Chapter or not represented by the Chapter desiring 30 representation from the Chapter or not represented by the Chapter desiring 30 representation from the Chapter or not represented by the Chapter desiring 30 representation from the Chapter of the Chapter desiring 30 representation from the Chapter of the Chapter desiring 30 representation from the Chapter of the Chapter desiring 30 representation from the Chapter desiring 30 representation from the Chapter of the Chapter desiring 30 representation from the

Department of Industrial Relations

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Div. of Labor Statistics & Research Chief's Office

Section 3.06 **(a)** All work performed outside the regularly 12 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 15 January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Fourth of July; Labor Day, the first Monday 16 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 pay. Should any of the above-named Holidays fall on Sunday, the following 21 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.