STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY PROVISIONS

FOR

LANDFILL WORKER (OPERATING ENGINEER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

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RECEIVED
Department of Industrial Relations
JUL 26 1999
Div. of Labor Statistics & Research
Chief's Office

LABOR AGREEMENT

between

NORCAL/SAN BERNARDINO, INC.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT, made and entered into the 25th day of July, 1999, by and between Norcal/San Bernardino, Inc. hereinafter referred to as the EMPLOYER or NORCAL, and the International Union of Operating Engineers, Local Union No. 12, affiliated with the AFL-CIO, hereinafter referred to as the UNION.

ARTICLE I

It is the intent of the parties and the purpose of this Agreement to preserve and continue the harmonious relations existing between the parties to insure peaceful adjustment and settlement of grievances, claims, disputes and differences which may arise between the Employer and its employees represented by the Union, to prevent stoppages or interruptions of work, strikes and lockouts and, to establish wages, hours and working conditions which shall prevail during the term hereof for the employees covered by this Agreement.

ARTICLE II
Coverage

A. It is understood by the Employer and the Union that this Agreement pertains only to the work performed at the landfills and transfer stations operated by the Employer in San Bernardino County, including facilities maintenance work and the maintenance and repair of equipment used in such operations.

B. The Employer agrees that the Union has jurisdiction on work related to landfills and transfer stations, including earthmoving equipment operations and maintenance and repair of equipment used in such operations, except as modified hereinafter.

C. This Agreement shall not apply to the drilling and gas collection work performed by Brian A. Stirrat (BAS), its subcontractors, successors, assigns and any other entity selected

ARTICLE VI
Paid Time Off

A. Vacations - See NORCAL's existing vacation policy in effect as of July 25, 1999.

B. Holiday Pay and Floating Holidays - See NORCAL's existing policy in effect as of July 25, 1999.

C. Sick Pay and Banked Sick Pay - See NORCAL's existing policy in effect as of July 25, 1999.

D. Jury Duty - See NORCAL's existing policy in effect as of July 25, 1999.

E. Funeral/Bereavement Leave - See NORCAL's existing funeral/bereavement leave policy in effect as of July 25, 1999.

F. Educational Assistance - See NORCAL's existing educational assistance policy in effect as of July 25, 1999.

ARTICLE VII
Shifts

A. Eight (8) or ten (10) hours, exclusive of meal periods, shall constitute a normal day's work. The Employer shall schedule days off on consecutive days where possible. If an employee is scheduled to work four (4) days of ten (10) hours and, at the Employer's discretion, the employee works fewer than the four (4) scheduled days, then all hours over eight (8) on days worked will be at time and one-half (1½) during that work week. Pay period will start at 12:01 a.m. on Monday and end on Midnight on Sunday.

B. All employees shall be assigned a regular starting time which shall not be changed for less than a five (5) day duration, except in cases of emergency. Day shift starting times shall be between the hours of 5 A.M. and 10 A.M. inclusive. Employees working on a shift other than a day shift shall receive a shift premium of fifty cents (50¢) for each hour worked. All time worked in excess of eight (8) hours in the case of eight (8) hour work days, or ten (10) hours a day in the case of ten (10) hour work days, and all time worked in excess of forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half (1½). All time worked on the sixth (6th) day of the work week in the case of a five (5) day work week, or on the fifth (5th) or

NORCAL/San Bernardino

Policy and Procedure

Policy #: 14 Supersedes Policy #: Pers. 14 dated: 11/1/95
Policy Date: 9/1/96 Department: Personnel
Subject: Company Holidays: Fixed and Personal

Fixed Holidays

The following holidays are NORCAL/SAN BERNARDINO, INC.'s paid observed holidays:

New Year's Day*
Memorial Day*
Independence Day* (*County Landfills are closed)
Labor Day*
Thanksgiving Day*
Christmas Day*

To be eligible for holiday pay, the employee must work his/her regularly scheduled day before and after said holiday. Employees may be excused from this requirement if, upon either such day, the employee is absent on approved vacation, injury that occurred on the job, or under a physician's care.

An hourly employee cannot collect holiday pay if he or she has not completed the 30 day benefit eligibility period. (Exempt employees are excluded from the thirty day waiting period in terms of holiday pay eligibility).

If the holiday is not worked, the total pay for a holiday shall be paid at regular straight time.

If the holiday is worked (must be approved by management) the total hourly rate of pay for full time employees shall be double time (2.0).

Some employees may observe religious or other holidays that are not included in the company observed holidays. Employees requiring time off to observe such holidays will be expected to use their floating holidays for such purpose.

Personal Holidays

After completing the 30 day benefit eligibility period, a regular full time employee begins accruing time for personal holidays. One personal holiday (floating holiday) is earned for every two months of service, for a total of 6 personal holidays per year, based on the employee's hire date.

Personal holidays are to be scheduled at least two weeks in advance and in consultation with the employee's immediate supervisor. The employee must first fill out and submit a "Request for Vacation/Personal Holiday" to be validated by payroll. The supervisor must then approve the time off, on the same form.

"Banking" of personal holidays is strongly discouraged, employees should make every effort to schedule all available personal holidays by the end of each calendar year. Management reserves the right to schedule any unused personal holidays before the end of each year. Any exceptions to this policy must be approved in writing by the General Manager.

NORCAL/SAN BERNARDINO, INC. employees will be paid for all unused personal holidays upon termination. Employees who resign or are released may not schedule floating holidays during the notice period.

Approved By:
Chief Administrative Officer