

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
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San Francisco

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HOLIDAY PROVISIONS

FOR

**WATER WELL DRILLER:
DRILLER, PUMP REPAIRMAN
PUMP INSTALLER
HELPER**

IN

BUTTE, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE,
MARIN, MENDOCINO, NAPA, NEVADA, SACRAMENTO, SAN
JOAQUIN, SOLANO, SONOMA, AND YOLO COUNTIES

63-3-65

RECEIVED
Department of Industrial Relations

JUL 18 2007

AGREEMENT

Div. of Labor Statistics & Research

THIS AGREEMENT, made and entered into this 1st day of February, 2007, by and between WEEKS DRILLING & PUMP COMPANY ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union") shall be as follows:

WITNESSETH

01.00.00 RECOGNITION

01.01.00 The Union has demonstrated and/or offered to demonstrate that it represents a majority of the Employer's Employees in the collective bargaining unit. The Employer, having satisfied itself that the Union represents a majority of its Employees, hereby recognizes and acknowledges Operating Engineers Local Union No. 3 of the International Union of Operating Engineers as the bargaining representative of all of its Employees covered by this Agreement within the meaning of Section 9(a) of the National Labor Relations Act.

02.00.00 COVERAGE

02.01.00 This Agreement shall apply only to those Employees for whom job classifications, and hourly rates of pay therefor, are provided herein.

02.01.01 All other employees, including managers, office employees, guards and supervisors within the meaning of the Labor Management Relations Act, as amended, are specifically excluded from the terms of this Agreement.

02.02.00 This Agreement shall cover all Employees as defined by the LMRA (excluding any office and clerical employees, managerial employees, guards, and supervisors as defined in the LMRA) employed by the Employer on work covered by this Agreement, such persons hereinafter being referred to as "Employees."

03.00.00 EMPLOYMENT

03.01.00 In the hiring of Employees covered by this Agreement, and provided competency, efficiency, skill and ability are satisfactory (of which Employer shall be the sole judge), preference shall be given by Employer:

03.01.01 to former employees of the Employer who are available for rehire;

03.01.02 to persons experienced to that work for which job openings are available.

03.02.00 If workers cannot be obtained who meet the conditions set out in Sections 03.01.01 and 03.01.02 above, the Employer and the Union shall cooperate in the recruitment of workers who may be satisfactory to Employer.

03.03.00 Employer will notify the Union three (3) days after employment of all new hires subject to this Agreement.

03.04.00 Neither the Employer nor the Union shall discriminate against any Employee or applicant for employment on account of such person's membership or nonmembership in the Union, race, creed, color, national origin, sex, age or handicap.

03.05.00 *Retiree Work.* Provisions applicable to retirees returning to work are attached hereto and made a part hereof as Exhibit B.

03.06.00 An Employee shall be on probation until he has completed ninety (90) calendar days of service. Probationary Employees shall not receive continuous service credit while on probation. Upon the completion of the probationary period, continuous service credit shall relate back to the most recent date of employment. During the period of probationary employment, probationary employees may be laid off or discharged, and this shall be exclusively determined by the Employer without recourse to the Grievance Procedures.

03.06.01 During the probationary period no Health & Welfare, Pension or Pensioned Health & Welfare Benefit payments will be paid on behalf of the Employee. After the successful completion of an Employee's Probationary Period, the Employer will pay the Trust Funds the monies withheld during the Probationary Period.

04.00.00 UNION SECURITY

04.01.00 Union Security. All Employees covered by this Agreement shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union determined from time to time by the Union Classification) within thirty-one (31) days following the beginning of their employment or the effective date of this clause, whichever is the latter. This clause shall be enforceable to the extent permitted by law.

04.01.01 Employer shall discharge an Employee for failure to comply with section 04.01.00 above upon written request from the Union. The Union recognizes its obligation and therefore assumes full responsibility to every Employee discharged for failing to comply with the provisions of section 04.01.00 above, as a result of a written request from the Union to the Employer of the Employee.

04.01.02 Any Employee discharged for failing to comply with the provisions of section 04.01.00 above, while actively employed shall, before registering in a Job Placement Center for dispatch, tender to the Union his initiation or reinstatement fee and current quarterly dues in the form and manner regularly required by the Union, and the Union shall issue a receipt therefore. Upon presentation of such receipt to the Job Placement center as evidence of such tender, the Employee shall be permitted to register as if he had never been discharged for such non-payment.

05.00.00 SENIORITY

05.01.00 In laying off and rehiring, the principle of seniority will be recognized when ability and performance are equal. The Employer will be the sole judge of the ability and performance of its Employees.

05.02.00 Seniority will be lost by:

05.02.01 discharge for cause;

05.02.02 quit;

05.02.03 failure to return to work within three (3) days of recall notice, satisfactory excuse excepted.

05.03.00 Seniority shall not apply until an employee has performed ninety (90) days of work for the Employer, and such period of time shall be deemed a probationary period. Upon successful completion of the probationary period, an employee shall thereafter be defined as a regular Employee as that term is used hereinafter.

06.00.00 SHIFTS, WORKING CONDITIONS, HOURS, OVERTIME AND HOLIDAYS

06.01.00 The Employer's past practices of subsistence pay on away-from-home assignments, travel pay, and the furnishing of tools will continue for the duration of this Agreement. The Employer agrees to provide the Union with a letter outlining the Employer's policy of the above payments and allowances on away-from-home assignments. Increase Sub Pay from twenty-five dollars (\$25.00) to thirty dollars (\$30.00) "Past Practice".

06.02.00 Overtime shall be paid for work covered by this Agreement as follows: time and one-half (1-1/2) shall be paid for all work performed after forty (40) hours per week, Monday through Friday, and for all work performed on Saturday, Sunday and holidays; provided, however, in the event a holiday falls Monday through Friday, the aforementioned forty (40) hours shall be reduced by the holiday hours so paid for, and time and one-half (1-1/2) paid for any work performed thereafter.

06.03.00 The following shall be considered as paid holidays under this Agreement, and when no work is performed on these days, an Employee shall be paid for eight (8) hours at his regular straight-time rate of pay: New Year's Day (January 1); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Fourth of July; Labor Day (1st Monday in September); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving Day; December 24 and Christmas Day (December 25). The holidays designated in this Section shall be

guaranteed as paid holidays regardless of the day of the week on which the holiday falls, provided the above holidays shall be paid only if the Employee:

- 06.03.01** has been in the employ of the Employer the thirty (30) calendar days prior to the paid holiday; and
- 06.03.02** an Employee worked, or reported for work, on the last workday immediately preceding and immediately following the holiday, unless absence on either or both such days is due to the expressed permission of the Employer or due to bona fide illness or accident supported by a physician's certification of Employee's inability to perform his normal work duties, or death in the Employee's immediate family.
- 06.04.00** If a specified holiday falls on a Sunday, it shall be observed the following Monday, and the Employee shall be paid for eight (8) hours at the Employee's straight-time hourly rate.
- 06.05.00** If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day's pay or an additional day off with pay at his regular rate of pay.
- 06.06.00** No work shall be performed on Labor Day except for the protection of life and property.
- 06.07.00** Any Employee ordered to report for work by the Employer and not being put to work shall receive an amount equal to four (4) hours' pay at the rate applying to the job.
- 06.08.00** Employees required for weekend stand-by duty any time from end of Friday shift until Monday morning 8:00 a.m. shall be paid eighty dollars (\$80.00). Employee called out during this period shall be paid for all work performed (not less than one (1) hour of overtime for each time called out). All such wages are to be paid in addition to the eighty dollars (\$80.00) stand-by wages. Should a holiday fall on Friday or Monday, the regular stand-by Employee will receive an additional eighty dollars (\$80.00) stand-by pay plus overtime of not less than one (1) hour for any work performed.
- 06.08.01** Employee required for weeknight stand-by duty after normal working hours shall be paid fifteen dollars (\$15.00) a night, exclusive of Friday night through Sunday night and exclusive of any night prior to a holiday and a holiday night. Employees called out during this period shall be paid overtime for all work performed (not less than one [1] hour of overtime for each time called out). All such wages to be paid in addition to the fifteen dollars (\$15.00) stand-by pay.
- 06.09.00** Employees called out after completion of their regular eight (8) hour workday, Monday through Friday, shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times their regular straight-time rate, and all additional overtime performed shall be reckoned by the hour and one and one-half (1-1/2) times the regular straight time rate.
- 06.10.00** Each Employee covered by this Agreement shall be entitled to a ten (10) minute rest period during the first four (4) hours of his shift, and a ten (10) minute rest period during the second four (4) hours of his shift.
- 06.11.00** Employees working the night shift shall be paid premium pay in the amount of one dollar (\$1.00) per hour in addition to their applicable wage rate.
- 07.00.00** **CLASSIFICATIONS AND WAGES**
- 07.01.00** The following shall be the classifications of jobs and minimum hourly rates of pay for Employees covered under the terms of this Agreement:

<i>Classifications:</i>	Effective Dates		
	<u>2/1/05</u>	<u>2/1/06*</u>	<u>2/1/07*</u>
		(3%)	(3%)
4793 Rotary Driller.....	\$19.01	\$	\$
5866 Pump Installer.....	16.83		
4793 Equipment Repairman.....	19.43		
6051 Journeyman Pump Repairman.....	19.01		