STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE 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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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

A. Subsistence Pay. When an employee has to stay away from home, the employee shall be compensated for reasonable meal and motel costs, provided that receipts are given to the Employer.

B. Mileage. If an employee is temporarily assigned to work at a location other than his or her regularly assigned location, he/she shall be compensated at the rate of thirty-two and one-half cents (32½¢) per mile for each mile traveled above and beyond his/her normal commuting distance. Floaters shall be compensated at the rate of thirty-two and one-half cents (32½¢) per mile traveled for each mile in excess of forty (40) miles per day.

C. This Agreement applies to the following equipment of the Employer used for the purpose of land disposal of decomposable wastes, the movement of dirt for the purpose of covering such waste, and the grading of roads used for access to disposal areas and transfer station operations: dozers, waste compactors, scrappers, graders, loaders, water trucks, fuel trucks, and end dumps, walking floor, low bed and roll off trucks.

D. Training Program. The Employer may establish a Training Program for new, inexperienced equipment operators and mechanics. Trainees shall be hired into the training program at seventy percent (70%) of the contractual hourly rate. Pay advancement within the program shall be in five percent (5%) increments at one (1) month intervals, until the contractual hourly rate is attained.

There shall be no more than three (3) trainees on the payroll of the Employer at any one time. No current employee will be laid off to make room for a trainee. No more than one (1) trainee in trash operations and one (1) trainee in heavy equipment maintenance shall be scheduled to work on Saturday. Trainees will not be scheduled to work on Saturday unless there is a fully-trained, regular employee on site.

If an opening exists for an equipment operator or a mechanic, it is the Employer's option whether to hire an experienced person or a trainee. If the Employer wishes to hire a trainee or wishes to consider hiring a trainee, it will post the opening and accept applications from existing employees in lower classifications. If the Employer decides to hire a trainee, it may select from the three (3) most senior employees who applied for the trainee position. If no existing employees apply for the trainee position, the Employer may hire a trainee from any source.