

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
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ADDRESS REPLY TO:

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CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

**BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND
MATERIAL TESTER**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA,
MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO,
SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER,
TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

JUL 22 2008

AGREEMENT

Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT, made and entered into this 16th day of April, 2008, by and between **OPERATING ENGINEERS LOCAL UNION NO. 3** of the International Union of Operating Engineers, AFL-CIO ("Union") and the **COUNCIL OF ENGINEER AND LABORATORY EMPLOYERS, INC.** (Employer) for and on behalf of its members hereinafter identified,

01.05.00 *Employee.* The term "Employee" as used herein shall mean all technical Employees employed by the Individual Employer, including Drill Rig Operators and Tracers who are classified as Trainee, Technician, Group 1, Group 2, Group 3 and Group 4, excluding all other employees, draftsmen, office clerical employees, professional employees, guards and supervisors as defined by the Labor Management Relations Act of 1947, as amended. The intent of this paragraph is to include in the coverage of this Agreement Employees as certified in NLRB Case No. 20-RC-9077. Nothing in this Agreement shall apply to individuals performing work such as washing vehicles, cleaning laboratories, picking up cylinders and/or equipment at jobsites, or functioning as flagmen.

01.07.00 *Performance of Work.* Registered Engineers, Registered Geologists, Certified Engineers in Training, and Supervisors of Employees of firms party to this Agreement may perform, only occasionally, any work covered by this Agreement so long as the performance of such work does not cause the layoff or prevent the recall of an Employee covered by this Agreement.

18.02.01 Employees classified as Trainee or Tech 1 under the previous Agreement shall be paid the wages and fringe benefits per this Agreement. All newly hired Employees will be journeyman-qualified in the Group in which they are certified, or become a Registered Apprentice. No new Trainee or Tech 1 Employees will be hired under this Agreement. Existing Trainee and Tech 1 Employees shall have one year from the execution or implementation of this Agreement to qualify into one of the Group classifications. At the end of said year, the Trainee and Tech 1 positions will be eliminated. No one working under the previous Agreement shall suffer a reduction in pay or fringe benefits as a result of the execution or implementation of this Agreement.

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Soils/Asphalt	ACI
DSA Masonry	ICC Certified Structural Inspector	Earthwork Grading	ICC Fireproofing
DSA Shotcrete	NICET Level III	Excavation and Backfill	NICET Level I
Lead Inspector*	Shear Wall/Floor System Inspector	NICET Level II	Proofload Testing
NICET Level IV	Building/Construction Inspector		Torque Testing

*Lead Inspector positions shall be filled at the request of the client.