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



SCOPE OF WORK PROVISIONS

FOR

FIELD SURVEYOR: CHIEF OF PARTY INSTRUMENTMAN CHAINMAN/RODMAN

IN

ALAMEDA, BUTTE, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, HUMBOLDT, MADERA, MARIN, MARIPOSA, MERCED, MONTEREY, NAPA, NEVADA, PLACER, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

63-3-10



OPERATING ENGINEERS LOCAL UNION NO. 3

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502 • (510) 748-7400 • FAX (510) 748-7415 Jurisdiction: Northern California, Northern Nevada, Utah, Hawali, and the Mid-Pacific Islands

October 22, 2015

Mr. David Mar Department of Industrial Relations Office of the Director – Research Unit 455 Golden Gate Avenue – 9th Floor San Francisco, CA 94102

RECEIVED Department of Industrial Relations

OCT 262015

Office of the Director-Research

RE: Memorandum of Agreement Coverage

Dear Mr. Mar:

Enclosed please find a copy of the fully executed Memorandum of Agreement between Operating Engineers Local Union 3 and the California & Nevada Civil Engineers and Land Surveyors Association.

The Memorandum references changes made to Section 01.06.00 Coverage in the current Master Technical Engineers Agreement.

Should you have any questions regarding this information please do not hesitate to contact my office.

Sincerely,

Sharon Costello Director of Contracts

Enclosure

C: Eric Angstadt Dan Reding John Rector

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between CALIFORNIA & NEVADA CIVIL ENGINEERS AND LAND SURVEYORS ASSOCIATION, INC. ("Employer Association") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO to amend the current Agreement as follows:

01.06.00 Coverage.

(a) This Agreement shall apply to all field and construction survey work covered by this Agreement when performed in Northern California, which shall include the forty-six (46) California Counties north of the northerly boundaries of Kern and San Luis Obispo Counties and the westerly boundaries of Inyo and Mono Counties to the southerly boundary of the State of Oregon and in Northern Nevada, which shall include that portion of Nevada above the northerly boundary of Esmeralda, Nye and Lincoln Counties.

(b) For the purposes of this Agreement, "field and construction survey work" shall include, but not be limited to:

- 1. Work which involves the science and art of making all precise measurements to determine the relative position, as-built locations or perform volumetric calculations of points not related to asset inventory, through the use or utilization of transits, digital levels, electrotape, total stations, global positioning systems (GPS), laser scanners or other high definition techniques of geospatial data acquisition and other electronic measuring devices or theodolites that may be utilized to establish a location, an elevation or grade, topography, distances and other measurements;
- 2. Work performed in support of construction operations, including providing stakes, markers or similar information for the location and/or construction of items such as: survey control; building control including gridline and column layout, electrical, plumbing, communications, foundations and HVAC systems, clearing, slopes, staking (top, toe and intermediate); permanent fencing and boundaries; rough grade; building pad certifications; final/finish grade; drainage and utility layout; curb, sidewalk and other hardscape surface improvements; subdrains; structures; walls; channels; culverts; in-place or as-constructed measurements; and stakes or measurements for other related items;
- 3. Field surveying services that are required to support work that, by specification or contract or state law, is to be performed under the direction of a Licensed Land Surveyor, or Civil Engineer authorized to practice land surveying in California and or Nevada, wherever the work is being performed, in compliance with the Professional Engineers and or Professional Land Surveyors laws of that applicable state.
- 4. In the event that new methods of operation, systems, procedures, equipment, technology or ot her c hanges are developed, int roduced or ut ilized by an Individual Employer or Subcontractor which replaces, modifies or adds to the work covered by this Agreement, this Agreement shall apply to such new methods and only Employees covered by this Agreement shall perform such work.

63-3-10

2015-2018

AASTER AGREEMENT

FOR

TECHNICAL ENGINEERS AND GENERAL SURVEYING

FOR

NORTHERN CALIFORNIA AND NORTHERN NEVADA

BETWEEN

OPERATING ENGINEERS LOCAL UNION NO. 3 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

And

CALIFORNIA & NEVADA CIVIL ENGINEERS AND LAND SURVEYORS ASSOCIATION, INC.



RECEIVED Department of Industrial Relations

JAN 302015

Office of the Director-Research

(b) For the purposes of this Agreement, "field and construction survey work" shall include, but not be limited to:

- Work which involves the science and art of making all precise measurements to determine the relative position of points not related to asset inventory, through the use or utilization of transits, digital levels, electrotape and other electronic measuring devices or theodolites, including such work utilizing Global Positioning Systems (GPS), to establish a location, an elevation or grade, topography, distances and other measurements;
- 2. Work performed in support of construction operations, including providing stakes, markers or similar information for the location and/or construction of items such as: survey control; building control including gridline layout, electrical, plumbing, communications, foundations and HVAC systems, clearing, slopes, staking (top, toe and intermediate); permanent fencing and boundaries; rough grade; building pad certifications; final/finish grade; drainage and utility layout; curb, sidewalk and other hardscape surface improvements; subdrains; structures; walls/ channels; culverts; in-place or as-constructed measurements; and stakes or measurements for other related items;
- 3. Work may include field surveying services that are required to support work that, by specification or contract or state law, is to be performed under the direction of a Licensed Land Surveyor, or Civil Engineer authorized to practice land surveying in California, per Article 5 Section 8773 of the California Business and Professions Code or similar and applicable Nevada State law, if the work is performed in Nevada.