

DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR - RESEARCH UNIT  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*P.O. Box 420603  
San Francisco CA 94142-0603*



## SCOPE OF WORK PROVISIONS

FOR

### **WATER WELL DRILLER:**

WATER WELL DRILLER

PUMP INSTALLER

HELPER

IN

ALPINE, AMADOR, COLUSA, EL DORADO,  
GLENN, LASSEN, MODOC, PLACER, PLUMAS,  
SHASTA, SIERRA, SISKIYOU, STANISLAUS, SUTTER,  
TEHAMA, TRINITY, AND YUBA COUNTIES

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 21st day of June, 1985, by and between STACON CORPORATION, hereinafter referred to as the Employer, and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the Union.

**WITNESSETH**

**WHEREAS**, the Employer is engaged in the sales, installation and maintenance of pumps and irrigation systems and is desirous of employing competent workmen, and

**WHEREAS**, the parties hereto desire to enter into an Agreement establishing wages, hours of labor and working conditions, to stabilize labor conditions, to avoid strikes and lockouts, and to maintain harmonious relations between the Employer and the Employees covered by this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

**01.00.00 RECOGNITION**

**01.01.00** The Employer recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining of persons engaged in work covered by this Agreement, such persons hereinafter referred to as Employees, including all production and maintenance Employees of the Employer in, and in conjunction with, its Rancho Cordova, California operations, excluding employees represented by other unions, office clerical employees, guards, professional employees and supervisors as defined in the LMRA of 1947, as amended.

**02.00.00 COVERAGE**

**02.01.00** This Agreement shall cover and apply to all production and maintenance work of the Employer in, and in conjunction with, its Rancho Cordova, California, operations.

**02.02.00** The provisions set out in this Agreement shall cover all work of the Employer coming within the jurisdiction of the Union including construction and non-construction.

**02.03.00** Construction work shall be defined as work of the type covered by the current Master Agreement between the Union and the Associated General Contractors of California, Inc. When performed by the Employer, such work shall be subject to the wage rates and fringe benefits of said Master Agreement, if, but only if:

**02.03.01** Such work is performed pursuant to a sub-contract between the Employer and a party covered by said Master Agreement or a counterpart thereof, or

**02.03.02** Such work is performed pursuant to a contract awarded on the basis of bid specifications requiring the payment of the wage rates and fringe benefits contained in said Master Agreement.

**02.03.03** Where a prevailing wage rate exists that is different than the current Master Construction Agreement, then that prevailing wage rate shall apply.

**02.04.00** Non-construction work is that work which is not defined as set out above.