

Department of Industrial Relations
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th 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

KINGS AND TULARE COUNTIES

MAY 30 1985

THIS AGREEMENT is entered into this 15th day of December 1984, between LAYNE-WESTERN COMPANY, INC., BAKERSFIELD, CALIFORNIA, a corporation, hereinafter called the "Company" and the INTERNATIONAL UNION OF PETROLEUM AND INDUSTRIAL WORKERS, hereinafter called the "Union".

ARTICLE I - RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all employees including working foremen engaged in the repair and installation of pumps and drilling of water wells, including truck drivers employed by the Company at or from its facility at 1600 California Avenue, Bakersfield, California; excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

ARTICLE II - MANAGEMENT RIGHTS

Section 1: The right to hire, promote, discharge or discipline for just cause, maintain discipline and efficiency of employees, determine the type of products to be manufactured or services to be performed, subcontracting of work, the schedules of production and location of plants are examples of management rights. However, it is understood that the Company retains all of its other rights to manage and operate the business except as may be limited by an express provision of this Agreement.

Section 2: It is the policy of the Company to utilize its own employees and facilities to perform the work which it has historically performed rather than subcontracting such work. This policy is subject to change when the Company, in its discretion, considers such change necessary in an emergency or to further or protect the welfare of the Company.

ARTICLE III - UNION SECURITY AND CHECKOFF

Section 1: All employees who are members in good standing under the Constitution and By-Laws of the Union on the thirtieth (30th) day after the effective date of this Agreement, or who thereafter become members of the Union shall continue to retain membership in the Union as a term and condition of employment.