

**MASTER INSPECTION, FIELD SOIL AND  
MATERIAL TESTING AGREEMENT**

**between**

**SOUTHERN CALIFORNIA CONTRACTORS  
ASSOCIATION, INC.**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12**

## **AGREEMENT**

between

**SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12**

**2022-2025**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2022, by and between the Southern California Contractors Association, Inc. (hereinafter referred to as the "Employers"), and the International Union of Operating Engineers, Local Union No. 12 and its subdivisions, affiliated with the AFL-CIO, (hereinafter referred to as the "Union").

### **WITNESSETH**

WHEREAS, the Employer is engaged in Construction Inspection, Field Soil Inspection and Soil and Material Testing in Southern California; and

WHEREAS, the Employer may continue to employ Building/Construction Inspectors, Field Soil Inspectors and Soil and Material Testers herein referred to as Workmen or Employees; and

WHEREAS, it is the desire of the parties to establish a fair and competitive pay scale, fair and equitable working conditions, in a Southern California marketplace while allowing the Employer to compete with the growing non-union inspection market; and

WHEREAS, the Union recognizes the fact that the Employer's clientele consists primarily of architects, structural engineers, developers, financial institutions, entertainment institutions, insurance companies and governmental agencies who generally are not signatory to Labor Agreements recognized by the Building Trades Council;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be interdependent, it is hereby agreed:

A. Definitions:

1. The term EMPLOYERS, as used herein, shall refer to the Southern California Contractors Association, Inc., for their eligible members. A roster of Employer members, signatory to this Agreement shall be furnished to the Union at the signing of this Agreement and monthly upon the acceptance of new members.

2. The term UNION, as used herein, shall refer to the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department, AFL-CIO.

3. The term CONTRACTOR (or EMPLOYER) shall refer to a person, firm, limited liability company or corporation, party to this Agreement.

4. The term WORKMEN, as used herein, shall refer to persons in the labor market not employed.

5. The term EMPLOYEE, or EMPLOYEES, as used herein, shall refer to the employed person, or persons, and owner-operators covered by this Agreement.

6. All personal nouns and pronouns refer to the male and female gender.

**ARTICLE I**  
**Coverage**

A. This Agreement shall apply to all field work inspection by Building/Construction Inspectors, Special Inspector of concrete, steel, masonry work and non-destructive and/or grading and soil and material testing inspection performed by employees of the Employer in the following Southern California Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura.

B. A Building/Construction Inspector as used in the Agreement is defined as follows:

1. A Licensed and/or Registered Deputy Building Inspector in those areas where Building Officials/Departments License Building Inspectors.

2. In those areas where Building/Construction Inspectors are not licensed by Building Officials/Departments, a Building/Construction Inspector is an inspector who performs the same duties as a Licensed and/or Registered Deputy Building Inspector.

It is mutually agreed that the term "Building/Construction Inspector, Field Soil Inspection and Soil and Material Testing" shall apply to and cover all forms of construction inspection work, however such work may be referred to by the Employer. This shall include all forms of inspection work described in this Agreement, and shall also specifically include such

work where it is referred to by utilization of such terms as "quality control" or "quality assurance", so long as there is actual work being performed on a construction jobsite of the type described in this Agreement including Appendix B.

3. Any employee or sub-employer performing work covered by this Agreement including but not limited to Ultrasonic Testing, Magnetic Particle Testing, Grading, Field Soil Inspection and Soil and Material Testing Inspector. Penetrant Testing, Spray Applied Fireproofing, Concrete Batch Plant, Asphaltic Concrete, Earthwork, Grading Inspector, Glu Lam Truss Joints, Load Testing for Ceiling Anchors, Shear Walls and Floor Systems used as Shear Diaphragms, Roofing and Waterproofing. Included shall be all new or existing construction, alteration, demolition, repair work or any seismic evaluation. Building/Construction Inspectors will cover on/off site Batch-Plants when the job specifications require the materials being batched to be inspected before being delivered to the jobsite.

C. Because of the increasing complexity of the inspection function and the potential pressures that can be brought to bear on an individual alone on a jobsite, the Union agrees with the Employer that it is in the best interest of the industry to require that inspectors work under the direction of a registered professional Civil Engineer.

## **ARTICLE II**

### **Recognition**

A. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Building/Construction Inspectors, Field and Soil Inspectors and Soils and Material Testing Inspectors governed by this Agreement and employed by the Employer, excluding supervisors, as defined in the National Labor Relations Act, and all other employees.

B. This Agreement shall be binding upon each and every eligible member of the Southern California Contractors Association, Inc., with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Southern California Contractors Association, Inc., shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article IV shall not apply from the time when such member resigns or is suspended from the Association. Such former or suspended member shall automatically be bound by all of the terms of the Union's Short Form Agreement for the Master Inspection, Field Soil and Material Testing Industry except that he may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days' written notice, provided to the Union and shall be effective only upon receipt at the Union's main office, Certified Mail Return Receipt Requested, addressed to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103 prior to September 30, 2025, (or September 30th of any subsequent year if the Union fails to give notice in 2025) of his intent

not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short Form Agreement shall apply. The Association will advise the Union of any such communication and send to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103 or notice of any new or resigned or suspended members within thirty (30) days' after admission to membership or change in membership status.

C. The Employer has no obligation hereunder relative to wages and other employee benefits except as expressly and specifically set forth herein and may unilaterally discontinue, without negotiation with the Union, any existing benefit not expressly and specifically set forth herein.

### **ARTICLE III**

#### **Union Security and Hiring**

A. Union Security: Employees employed by the Employer for a period of eight (8) days continuously or accumulatively shall be or become, after the eight (8) day period or eight (8) days after the effective date of the Agreement as to any Employer, whichever is later, members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other similarly situated applicants for membership in the Union.

1. Each Employer who employs over five (5) Operating Engineers on any one (1) job or project covered by this Agreement, or if there are not over five (5) Operating Engineers on any one (1) job or project who employs over fourteen (14) Operating Engineers on all company jobs or projects covered by this Agreement, shall include an additional Apprentice in each six (6) Operating Engineers employed after the first six (6) on any one (1) job or project covered by this Agreement or in each fifteen (15) on all company jobs or projects covered by this Agreement.

B. The Employer will terminate the employment of any employee covered by this Agreement upon written demand of the Union in the event that such employee shall fail to comply with Paragraph A of this Article, provided that membership in the Union was available to the employee on the same terms and conditions generally applicable to other members, and that membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required. No employee need be terminated under this Paragraph until five (5) working days after the Union has so demanded by a written notice to the Employer, and only if the employee fails to cure his delinquency during such period.

C. In hiring additional employees, because of the complexity in determining the expertise of an Individual Building/Construction Inspector, Field Soil Inspector, Soil and Material Testing Inspector, or the type of License required by the various City, County or Municipality authorities, it is recognized that the Employer shall have the entire freedom to select the particular individuals whom he desires to employ.

1. Subject to the provisions of this Article, the Employer shall procure workmen covered by this Agreement from any source or sources.

2. Prior to hiring from an outside source, the Employer shall call the Local Union No. 12 Dispatch Office in accordance with Paragraph E of this Article.

D. Subject to the provisions of this Article, prior to the assignment of any newly hired employee to any job or project, the Employer will furnish the employee with a letter on Company Stationery, addressed to I. U. O. E., Local Union No. 12, stating that the workman has been hired and employed by the Individual Employer, with the employee's name, Social Security Number and the License expertise the employee has successfully acquired.

1. Prior to reporting to any job assignment the employee will be instructed to report to the closest Local Union No. 12 Dispatch Office to obtain the Introduction Slip referred to in Paragraph E-1 of this Article, and to fill out the necessary forms required by the Union.

E. Subject to the provisions of this Article, the Employer shall call upon the Union for additional employees. Reasonable advance notice will be given by the Employer to the Dispatching Office upon ordering such workmen, but not less than forty-eight (48) hours.

1. The Union shall issue to each man selected for employment an Introduction Slip or other suitable written identification to be carried by the workman verifying that he has been procured in accordance with the provisions of this Article. The Introduction Slip shall list the current requested license(s) and/or certification(s) held by the workman.

2. The Employer shall have entire freedom to select the particular individuals whom he desires to employ, from the out-of-work list that have obtained "A" Status as defined in Article II, Section G, of the Southern California Master Labor Agreement.

F. The Union's out-of-work list shall be maintained on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, By-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The Employer will, upon reasonable request, make known to the Union the employment status and current jobsite of any Union employee.

G. Should any dispute arise concerning the rights of the Employer, the Union, employees or applicants for employment under this Article III, the dispute shall be submitted to and settled by the procedure specified in Article IV of this Agreement. Decisions reached under this grievance procedure shall be final and binding on the Employers, Union, employees or applicants for employment.

H. The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his or her ancestry, age (40 and above), color, disability (physical and mental, including H.I.V. and AIDS), genetic information, gender,

gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes language restrictions), race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination and application to Union membership.

1. Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service and the I-9 Form required by the U. S. Citizenship and Immigration Services, authorization for release of Driver Record information for employees who drive company vehicles only, meal periods and rest break acknowledgement on timecards, safety training and tailgate meeting acknowledgement documents, and documents required by Fair Employment and Housing Council and Equal Employment Opportunity Commission. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement.

I. Whenever the Employer discharges an employee (as distinguished from layoff), he shall furnish a written notification of this fact to the Union. If the reason for discharge was lack of technical qualifications, the Employer shall specify in which respect the workman is not qualified.

J. The Employer shall have entire freedom of selectivity in hiring and may discharge any employee for just cause which the Employer may deem sufficient, but no employee shall be discharged by reason for any Union activity not interfering with the proper performance of his work. The Employer shall be the judge of the competency of his employees. Union Representation shall be present with all covered employees during any verbal reprimands at the employee's request.

K. An Employer found intentionally violating any portion of this Article, as determined by the grievance procedure, shall immediately pay compensatory damages in the amount of one day's pay at the highest journeyman rate under this Agreement for each day or portion thereof the violation occurred. Such damages to be made payable to the International Union of Operating Engineers, Local Union No. 12 and the Employer shall immediately order another workman from the Union's out-of-work list.

#### **ARTICLE IV**

#### **Procedure for Settlement of Grievances and Disputes**

A. There is hereby established a Labor-Management Adjustment Board consisting of the individuals who actually negotiated this Agreement. The establishment of this Board and the purposes of its existence is for the express purpose of interpreting and enforcing all the terms and provisions contained herein. No dispute, complaint or grievance shall be

recognized unless called to the attention of the individual Employer and the Union within thirty (30) days after the alleged violation occurred.

B. There shall be no strikes, slowdowns or stoppage of work during the term of this Agreement for any reason whatsoever, nor shall there be any lockout by the Employer.

1. The parties to this Agreement agree to be bound by any and all decisions, assessments or recommendations and will abide by any compromise recommended by the Labor-Management Adjustment Board whose decisions shall be final and binding on either or both parties.

2. In the event the Labor-Management Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties, and the cost of arbitration will be borne totally by the losing party. The appealing party shall notify the other party of their intent to arbitrate within fifteen (15) working days.

C. The following procedures for settling grievances and disputes shall be followed without deviation to the end that any Employer or any employee of an Employer will be duly represented in his grievance.

1. No work stoppages by any employees, or employee, will be recognized as a grievance unless the job or project is in operation. This paragraph is intended to mean, all employees are to work at their assigned duties and to follow the grievance procedure without interrupting the progress of the job. Common judgment is to be used in unsafe conditions and no subterfuges are to be employed by either employees or Employers.

2. The first step toward settling a grievance or dispute will be between the Union Representative and the Authorized Representative of the Employer. If a Job Steward is present on the job or project, such Steward may be requested to lend information as necessary.

3. In the event the issue is not settled in a meeting between the Union Representative and the Employer, the Labor Relations Representative of the Association shall meet with the Employer and the Union's Representative in an attempt to resolve the dispute.

(a) At the conclusion of the aforesaid meeting the Union Representative and the Association Representative shall make a written report of the dispute to their respective principles. Such report shall give all pertinent information and the disposition of their meeting.

4. In the event the issue was not resolved at this meeting, the issue shall immediately be referred to the Labor-Management Adjustment Board for their consideration and decision.



(a) Either party may bring those involved in the dispute to the hearing of the Labor-Management Adjustment Board to assist in presenting their position.

(b) After a full hearing has been held, the Labor-Management Adjustment Board in executive session, and after due consideration of the case, shall vote by secret ballot as a Board and not as Association members or Union members.

5. The Joint Chairmen of the Labor-Management Adjustment Board or Arbitrator shall render the decision of the Board, including penalties, reinstatements, discharges, etc., in writing to the parties involved. This decision is final and binding.

6. A quorum to conduct official hearings shall consist of three (3) Association Negotiators with full power to act for the Association, and three (3) Union Negotiators with full power to act for the Union. No more than one (1) staff representative from the Association may represent the Employer Board Members who are absent so long as there are at least two (2) Employer Board Members present.

7. Minutes of all meetings of the Labor-Management Adjustment Board shall be recorded by one (1) of the Board members selected by the Board, and shall be signed by all members of the Board. Minutes shall be condensed and need not be verbatim.

8. There shall be no attorneys, court reporters, or recording devices of any type at the Labor-Management Adjustment Board hearings. However, in the event of a deadlock and if the matter is submitted to arbitration, either party to the dispute has the right to utilize the services of an attorney and a stenographic reporter in order to compile a record of the proceedings, provided that a copy of the transcript shall be furnished to the Labor-Management Adjustment Board and the Arbitrator at no expense to the Board. The presence of the reporter or the attorneys shall not be permitted during executive session. It is further understood that any party to the Labor-Management Adjustment Board Proceedings who was not afforded the opportunity to be represented by an attorney at the first step has the right to appeal the decision of the Labor-Management Adjustment Board to a court of law.

D. In the event a dispute is referred to arbitration, said dispute shall be reduced to writing by the Board. The Board reserves the right to refer a dispute to the American Arbitration Association or the Federal Mediation and Conciliation Service and agrees to abide by their Rules of Procedure.

E. The Arbitrator shall have no authority to make recommendations or decisions which would add to, alter, vary or modify any of the terms or provisions of this Agreement. All decisions of the Arbitrator shall be based on the language of this Agreement and the intent of the Negotiating Committee. The Arbitrator shall render a decision within sixty (60) days of the final submission of all evidence and arguments by the Employer and the Union.

F. The time limit for all the steps in this Article shall be five (5) working days but may be extended by mutual agreement of the Board.

G. The Labor-Management Adjustment Board shall meet no less than quarterly whether any grievances are to be acted upon or not, to review any problems having arisen in connection with this Agreement.

H. The Labor-Management Adjustment Board shall draw up ground rules at its first meeting for the application of this Article.

## **ARTICLE V**

### **Business Representative and Job Steward**

A. The Business Representative of the Union shall have access to the jobs during working hours for the purpose of performing his assigned duties.

B. The Job Steward shall be a working employee, selected by the Union who shall in addition to his regularly assigned work, be permitted to perform, during working hours, such of his Steward's duties, as outlined in Section D of this Article, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the performance of such duties as herein set forth. The Union shall notify the Employer, or his representative, in writing, of the appointment of the Job Steward, and the Employer, or his representative, prior to laying off or discharging the Job Steward for cause, will meet with the representative of the Union servicing the particular job or project two (2) full working days prior to such intended layoff or discharge. If at that time it is determined it is a justifiable layoff or discharge, the Employer or his representative will notify the Union in writing of these results. It is recognized by the Employer that the employee selected as the Job Steward shall remain on the job as long as there is work in a classification he is qualified to perform. The Job Steward shall not be discharged or laid off for the performance of his agreed-upon duties when performed in accordance with this Article.

C. Stewards shall be given job security and have the right to transfer as Steward from job-to-job provided they are qualified employees and perform their employee duties to the satisfaction of the Employer. There shall be no discrimination against the Union Steward for performing his Union duties. New employees shall on their first day of employment show their job referrals to the Job Steward. If the Steward is not immediately available, the new employee shall show his referral to the Steward as soon as possible.

D. To promote harmony between the Union and the individual Employer, the Steward shall be limited to and shall not exceed the following duties and activities:

1. Check the job referral of each employee dispatched under the terms of this Agreement to the Employer.

2. Work with the Employer's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
3. Report to the Employer's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a job referral.
4. Report to the Employer's designated representative any work belonging to the Operating Engineers being done by non-dispatched workmen or by workmen of another craft.
5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Employer's designated representative.
6. Make a complete job check during working hours once a month.
7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Employer and the Job Steward prior notice.
8. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Employer's designated representative or his Business Representative.
9. In the event the Steward is off work for an extended period of time due to injury or illness and returns to work, the Employer shall reinstate the Steward to the same job classification as when he left. If said classification is not available then the Steward shall work in a classification he is qualified to perform.
10. The Job Steward shall not;
  - (a) stop the Employer's work for any reason, or
  - (b) tell any workman or any employee covered by this Agreement that he cannot work on the job.
11. Infraction of either of these two (2) rules shall be cause for immediate dismissal of the Job Steward without any prior notice.

## **ARTICLE VI**

### **Qualifications**

A. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for any statement, representation,

promise, inducement or agreement not set forth herein, that any provision in the working rules of the Union with reference to the relations between the Employer and their employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work hereunder.

B. This Agreement constitutes the sole and entire Agreement between the parties hereto and supersedes all prior agreements between the parties and between the Union and the Employer.

C. This Agreement may be supplemented or amended only by a written agreement between and executed by the Employer and the Union. Any alleged agreement between the Union and any Employer shall be invalid and unenforceable.

## **ARTICLE VII**

### **Sub-Employers**

A. The Employer shall not sublet any part or portion of his work covered by this Agreement to any other Employer or Sub-Employer or to independent contractors (commonly referred to as free lance Deputy Inspectors) or use any of his supervisors or other non-unit employees in the performance of such work.

B. Paragraph A shall not limit the Employer in the use of any other Employer or Sub-Employer (other than free lancers) supervisors or other non-unit employees to the extent necessary because the Employer does not have in his employ, and (after notice to the Union of its need) cannot immediately hire sufficient qualified Deputy Inspectors to perform the available work.

C. Regardless of the source from which Building/Construction Inspectors, Field Soil Inspectors, Soil and Material Testing Inspectors or Sub-Employers are obtained, the Employer agrees to pay each Building/Construction Inspector, Field Soil Inspector, Soil and Material Testing Inspector or Sub-Employer the minimum wage, travel pay, mileage pay and subsistence that are contained in this Agreement; and to pay all fringe benefit contributions that are contained in this agreement on behalf of the sub-employer employees to the Operating Engineers Health and Welfare Fund as described in Appendix A, Fringe Benefit Contributions, contained within this Agreement. The Employer will notify the Union of the name, Social Security number, address and telephone number of said Building/Construction Inspector, Field Soil Inspector, Soil and Material Testing Inspector or Sub-Employer, in writing within twenty-four (24) hours after hiring such Building/Construction Inspector, Field Soil Inspector, Soil and Material Testing Inspector or Sub-Employer.

D. All Building/Construction Inspectors, Field Soil Inspectors, Soil and Material Testing Inspectors employed by the Employer shall be considered as employees and shall be entitled to all provisions of this Agreement including but not limited to all travel pay,

subsistence, fringe benefits and the Employer shall withhold all payroll deductions as required by State and Federal Law.

## **ARTICLE VIII Holidays**

A. The following dates are recognized as holidays:

New Year's Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

and the first Saturday following the first Friday in the months of June and December.

B. No work shall be required on Labor Day or the first Saturday following the first Friday in the months of June and December, except in case of extreme emergency and then only to protect life and property.

C. If any of the holidays set forth in "A" of this Article should fall on Sunday, the Monday following shall be considered the holiday.

D. Any work performed on the above holidays shall be paid for at the double rate of pay, including the first Saturday following the first Friday in the months of June and December.

E. It is understood that any work performed offsite on a holiday shall be paid for at the double rate of pay.

F. The two (2), four (4), and eight (8) hour provisions in Article IX, Paragraph D, shall apply to the holidays in Paragraph A of this Article.

## **ARTICLE IX Overtime, Etc., Pay**

A. Where the Employer produces evidence in writing to the Union of a bona fide job requirement that work can only be done outside the regular shift due to safety conditions or other requirements. In such case an employee shall receive One Dollar (\$1.00) per hour over the basic per hour rate designated in Article XX.

1. When so elected by the Employer, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations provided, however, that workmen working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Article IX.

2. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Article XX. However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance at the regular hourly rate of pay and the second (2nd) shift shall be paid in accordance at One Dollar (\$1.00) per hour above the regular hourly rate of pay. The third (3rd) shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday at the regular hourly rate of pay. All time worked or paid for eight (8) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate rate.

3. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

B. The first four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1½). All additional hours shall be at double (2) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1½) and all additional hours at double (2) time. Sunday shall be at double (2) time. Holiday pay shall be in accordance with Article VIII.

C. Overtime rates shall apply for all hours worked as follows:

1. Monday through Friday, except holidays, over eight (8) excluding lunch period.

2. Monday through Friday, except holidays, by day shift workers between 5:00 P.M. and 5:00 A.M., and on Saturday. The Employer may require an earlier start, paid at straight-time, due to job conditions by notifying the Union prior to the start of the early shift.

3. The "day", "holiday", "Saturday", "Sunday", "Monday", etc., as above used, is the calendar day, that is, the twenty-four (24) hours between 12:01 A.M. and the following midnight. There shall be no duplication or pyramiding of premium pay under this Section. All of the premium pay under the above provisions is offset against overtime pay, if any, due under any law for hours worked over forty (40) in the week, provided the maximum offset for

any hour of work is limited to the half ( $\frac{1}{2}$ ) time portion of any greater premium. "Week" for this purpose refers to the seven (7) consecutive days beginning at 12:01 A.M., Monday.

4. An employee shall be given a rest period of not less than six (6) hours between the termination of any overtime work and the commencement of another straight-time shift. If employees do not receive the required six (6) hour rest period, they shall be paid at the applicable overtime rate of pay for each hour worked, until they have received six (6) hours rest off the job or project.

D. Any employee reporting at a job at his assigned starting time and for whom no work is provided, shall receive pay for two (2) hours at his basic straight-time rate for so reporting, unless he has been notified before the end of the last preceding shift, or before 6:00 P.M. of the last day worked, not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hour's pay. If more than four (4) hour's are worked in any one (1) day, the employee shall receive not less than eight (8) hour's pay.

Any employee who works on more than any one (1) project or job in any one (1) day, shall receive not less than eight (8) hour's pay. If more than four (4) hours are worked in any one (1) day, the employee shall receive not less than a full day's (8 hours) pay therefore, unless prevented from working for reasons beyond the control of the Employer, such as rain, strong winds, desert heat, other inclement weather, or work stoppages. However, to qualify for a full day's pay, eight (8) hours, the registered Building/Construction Inspector, Field Soil Inspector or Soil and Material Testing Inspector must immediately notify his Employer if he completes his assignment before he has worked a full eight (8) hours and accepts an additional assignment, if offered. Otherwise, he will be paid only for the hours actually worked.

E. No employee shall be required to work more than five (5) consecutive hours without a one-half ( $\frac{1}{2}$ ) hour uninterrupted meal period, unless such meal period conflicts with the Building/Construction Inspector's duties as required by the applicable Building Code, in which event he shall be paid the applicable overtime rate of pay of one-half ( $\frac{1}{2}$ ) hour at the double (2) time rate for working through the meal period in addition to minimum pay requirements.

F. No employee shall be disciplined for refusing to perform any function that would be in violation of any recognized code.

G. The parties to this Agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling, and Logging Industries". Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article IV, Procedure for Settlement of Grievances and Disputes of this Agreement.

It is the intent of the parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies

associated with class and representative actions.

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievance and Disputes in Article IV, and the Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant to such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") which is subject to the Procedure for Settlement of Grievance and Disputes in Article IV by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article IV and not this Article IX, Section F. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code Section 2699.5 as amended, the California Private Attorneys General Act (Labor Code Section 2698, et. seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Article IX, Section F as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Article IX, Section F shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

This Agreement is intended to meet all requirements of California Labor Code Section 2699.6 and shall be construed by the parties, any court and/or any arbitrator.

No Statutory Dispute subject to this Article IX, Section F shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Employer and the Union within the later of (i) the time set forth in the Procedure for Settlement of Grievances and Disputes in Article IV or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or



class of employees in one (1) grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Article IX, Section F, the grievance shall not be heard by the Labor-Management Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article IV shall not apply; instead, the individual employee and the Employer shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Employer shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written Agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and an Employer or the Employers, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and an Employer or the Employers.

1. A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements. Any dispute or grievance arising from this heat illness preventative recovery requirement shall be processed under and in accordance with Article IV, Procedure for Settlement of Grievances and Disputes of this Agreement.

2. In accord with California Labor Code, Section 245.5 (a) (2) (B), this Agreement expressly waives the requirements of California Labor Code, Sections 245 through 249, for employees covered by this Agreement.

The parties further agree that to the full extent permitted, this Agreement shall operate to waive any provisions of any City, County or other local paid sick leave ordinance.

H. The Employer shall make the employee's paycheck available on a designated weekly or bi-weekly payday and in no event shall the Employer withhold more than five (5) working days. In the event an employee's paycheck is not made available prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his check or pay.

1. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such time as an employee is paid, he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. In the event the Employer fails to pay employees laid off or discharged, they shall be paid in accordance with state law.

2. An employee who quits shall be mailed his pay in full by Certified Mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

3. The employee may request that his paycheck be mailed on the designated payday. Should the Employer offer the option of automatic deposit of wages and the Employee chooses such option, it will be an acceptable means of paying wages provided that the transfer of the funds will be made prior to the ending of their regular shift. The Employer shall request no more information from the Employee to activate an automatic deposit than that required by the financial institution for such activation. At the employee's request, they shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. This option will be at no cost to the employee.

## **ARTICLE X**

### **Travel, Mileage and Subsistence**

A. The employee shall report directly to the jobsite as directed by the Employer. The Employer may, but is not required to furnish the employee with transportation to travel to and from work.

B. Whenever the employee uses his personal transportation to the jobsite, the Building/Construction Inspector, Field Soil Inspector or Soil and Material Testing Inspector may be required to transport Employer furnished hand equipment which he alone will utilize in his duties as a Building/Construction Inspector, Field Soil Inspector or Soil and Material Testing Inspector such as, but not limited to, slump cone and rod, empty cylinder molds, hand carried test machines, etc. It is understood and agreed that no employee shall be required to use his

personal automobile to haul material, equipment and/or men other than Employer furnished hand equipment. Any such hauling shall be completely voluntary on the part of the employee.

C. When the Employer requests the employee to haul material, equipment and/or men other than that listed in Paragraph B, the Employer shall reimburse the employee for use of his personal vehicle as follows: the current IRS mileage rate per mile each way traveled by the most direct route on public roadways and travel pay at the regular hourly rate.

D. When an employee is assigned to a job located at a distance of more than fifty (50) miles, but less than one hundred (100) miles from the Employer's laboratory, which the employee was dispatched to or the employee's residence, whichever is closest, he shall be reimbursed for travel expense at the rate of the current IRS mileage rate per mile for each mile traveled to and from the jobsite beyond such fifty (50) mile distance, traveled by the most direct route on public roadways.

E. When required to report at the Employer's laboratory before going to work and after work, employee's time will start and end at the Employer's laboratory. The Employer shall reimburse the employee the current IRS mileage rate per mile each way traveled by the most direct route between the laboratory and the jobsite.

F. If an employee performs inspections at two (2) or more locations in any one (1) day, he shall be reimbursed at the rate of the current IRS mileage rate per mile for each mile traveled between each such location by the most direct route on public roadways, plus travel time.

G. Remote jobs are jobs located beyond the one hundred (100) mile distance referred to in Paragraph D and any offshore natural islands. On remote jobs where employees are required to remain away from their permanent place of residence overnight, the following conditions shall apply:

1. The employee shall be provided suitable room and board without cost on a seven (7) day per week basis or be paid a subsistence allowance of Eighty Dollars (\$80.00) per working day or portion thereof. If this latter alternative is adopted, the Employer shall provide free transportation and travel time to and from the job on non-working days unless the Employer elects to pay the subsistence on a seven (7) day per week basis.

2. Employees shall be provided free transportation to and from the jobsite, or given common carrier fare, or paid the current IRS mileage rate per mile if their own car is used, measured as in Paragraph C above. The foregoing shall be in lieu of any payment under Paragraph D.

3. Employees shall be paid travel time to and from the jobsite, from the starting point as in Paragraph D above, at the employee's basic straight time hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period. Irrespective of any other provision in said

Agreement, all travel time shall be paid at two-thirds (2/3) of the wage scale of the employee. All travel time shall be paid at time and one-half (1½) the travel time rate.

4. Transportation and travel time is to be paid at the beginning and ending of the job. If the Employer elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job, provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

H. Except as otherwise provided, employees will not be paid for any time they travel to and from the jobsite.

I. It is understood that no subterfuge will be used to circumvent paying subsistence and mileage.

## **ARTICLE XI**

### **Health and Welfare**

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by the Employers and the Union by an Agreement and Declaration of Trust dated November 23, 1954, and subsequently amended by the parties to this Agreement. The Employers agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "A" of this Agreement for all straight-time or overtime hours worked by or paid each employee under this Agreement. The participation of the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

B. In the event the Trustees determine that they are unable to maintain the then existing level of benefits of the Plan without reducing the reserve funds of the Trust below the minimum required six (6) months premiums, they shall promptly advise the parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties their estimate of the rate of contributions which will be sufficient to maintain the then existing level of benefits of the Plan.

1. The parties to this Agreement agree that if a majority of the participants in this Plan at a Semi-Annual Membership Meeting or a special called General Membership Meeting desire to increase the hourly contribution, as contained in this Article, to maintain or increase the level of benefits by allocating additional cents per hour from their existing hourly wage rate or from future agreed to wage increases, they will amend this Article in accordance thereof.

2. The intent of Section B, Paragraph 1 of this Article is to maintain the level of benefits agreed to by the Trustees for the period of this Agreement without any increased cost to the Employers.

C. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

## **ARTICLE XII**

### **Pension**

A. A pension fund known as the Operating Engineers Pension Trust has been established by the Employers and the Union by an Agreement and Declaration of Trust dated December 13, 1960, and subsequently amended by the parties to this Agreement. The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "A" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Employer in said Trust shall be for the duration of this Agreement and any renewals or extension thereof or for the period workmen are employed under the terms of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

## **ARTICLE XIII**

### **Defined Contribution Plan (Annuity)**

A. A defined contribution fund known as the Operating Engineers Defined Contribution Trust has been established by the Employers and the Union by an Agreement and Declaration of Trust dated June 14, 2018, and subsequently amended by the parties to this Agreement. The Employers agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "A" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Employers in said Trust shall be for the duration of this Agreement and any renewals or extension thereof or for the period workmen are employed under the terms of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

## **ARTICLE XIV**

### **Vacation-Holiday Fund**

A. A vacation-holiday fund known as the Operating Engineers Vacation-Holiday Fund has been established by the Employers and the Union by an Agreement and Declaration of Trust dated the 10th day of July, 1963. The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix A of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. The participation of the Employer in said Trust shall be for the duration of this Agreement or any renewal or extension thereof and for the term of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

## **ARTICLE XV**

### **Supplemental Dues**

A. Subject to the following conditions, the Employer agrees that each employee may give written authorization to the Board of Trustees of the Operating Engineers Vacation-Holiday Savings Trust to pay to the Union from funds allocated as Supplemental Dues held by the Trustees on his behalf the sum designated in Appendix "A" for each hour of his employment (hours worked or paid) in each payroll period, as special Supplemental Dues owed by the employee to the Union.

B. The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the Supplemental Dues payments shall be borne solely and entirely by the Union. The Employer and Union agree to amend the Agreement and Declaration of Trust of the Operating Engineers Vacation-Holiday Trust for the purpose of authorizing, allocating and distributing the foregoing sums. The provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

C. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year-to-year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of the period of this Agreement, whichever is sooner, terminating the authorization.

**ARTICLE XVI**  
**Joint Apprenticeship and Journeyman Retraining Fund**

A. A joint apprenticeship and journeyman retraining fund known as the Southern California Operating Engineers Apprenticeship and Journeyman Retraining Trust has been established by the Employers and the Union by an Agreement and Declaration of Trust dated August 1, 1964, and subsequently amended by the parties to this Agreement. The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make contributions in the amount designated in Appendix "A" of this Agreement for each hour worked or paid each employee under this Agreement and may be increased in an amount not to exceed five cents (05¢) per hour at the recommendation of the Trustees of the Joint Apprenticeship and Journeyman Retraining Trust.

B. The contribution shall pay for the administration of the Joint Apprenticeship and Journeyman Retraining system and for the administration of the Fund, and shall also pay for the retraining of members in an effort to increase their skills in operating and repairing equipment, Building/Construction Inspection, Field and Soil Inspectors and Soils and Material Testing Inspectors. The number of Journeyman trainees shall not be increased during periods of economic action under this Agreement.

C. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective trust agreement necessary to accomplish the above.

**ARTICLE XVII**  
**Engineers Contract Compliance Committee**  
**(ECCC)**

A. Effective July 1, 1992, the Employer shall pay in accordance with Appendix "A", for all hours worked or paid to the Engineers Contract Compliance Committee (ECCC). The ECCC shall be established by the Union in accordance with Section 6(b) of the Labor-Management Cooperation Act of 1978, and shall be composed of one (1) Employer representative from each of the Employer associations (4), and four (4) representatives from Local Union No. 12. The purpose of the ECCC shall be to improve job security and organizational effectiveness, and involve workers in decisions affecting their jobs.

B. The Employer shall be bound by the Declaration of Trust of the ECCC, and all amendments. Therefore, the parties agree to establish a Joint Labor-Management Cooperative Committee (Committee) for promoting job security of employees working under the Agreement, and for enhancing economic development of the Employers. Among the methods the Committee shall use to attain these objectives shall be enforcement of the obligation of non-signatory Employers and employers to abide by federal and state prevailing wage laws, or other government agency laws.

C. The parties shall either establish a new trust fund or participate in an existing trust fund which has these objectives. There shall be equal representation of labor and management on the trust fund, which shall have an executive committee of one (1) labor and one (1) management representative, along with an administrative staff to conduct the Committee's day-to-day affairs.

D. The parties agree that the monies collected shall be deposited in an interest bearing account until the plan becomes operational, however, during the interim period the parties to the Agreement may place someone in the employment of the plan to assist in formulating and establishing the program.

### **ARTICLE XVIII**

#### **Contract Administration and Industry Advancement Fund**

A. The Union recognizes that the Association needs to expend certain sums to administer the labor contract on behalf of signatory Employers and promote programs designed to improve the construction industry. Each individual Employer covered by this Agreement will contribute the sum of four cents (04¢) per hour for each hour compensated to Operating Engineers employed by such individual Employer under this Agreement to the Contract Administration Fund and will contribute the sum of seven cents (07¢) per hour for each hour compensated to Operating Engineers employed by such individual Employer under this Agreement to the Industry Advancement Fund.

B. For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Southern California Contractors Association, Inc. (SCCA) to act as his agent in all matters concerning the Fund. The Southern California Contractors Association, Inc. (SCCA) shall receive all Contract Administration and Industry Advancement Funds contributed by SCCA proxied members.

C. The Majority Association shall receive on a proportional basis Contract Administration and Industry Advancement Funds based on reported hours worked by Employers not proxied to a Contractor Administration and Industry Advancement Funds not proxied or designated to a Contractor Association.

For the purpose of this Article the following definitions shall apply. The term "Contractor Association" shall refer to a Contractor Association whose members have selected the Association by written proxy to represent the members in matters of collective bargaining, grievances, arbitration and/or all other matters pertaining to labor relations. The term "Majority Association" herein shall refer to the Contractor Association which has the majority of reported hours worked by the Operating Engineers through proxied members.



**ARTICLE XIX**  
**Audits and Delinquencies**

A. The Trustees of their respective Trust through their administration may request an audit of the Employer's payroll records to determine if all monies due the Vacation-Holiday Fund have been properly reported and paid. Such notice of an audit shall be in writing ten (10) days prior and complied with by the Employer within thirty (30) days after such notice. All audits shall be performed during normal business hours by a person(s) as designated by the Trustees. Cost of audit to be paid by the Fund unless underpayment is discovered.

B. All signatory Employers found to be delinquent shall pay for all legal fees, court costs and auditing costs in connection with such delinquencies, plus liquidated damages in the amount of Twenty-Five Dollars (\$25.00) or ten percent (10%) of the total sum of the delinquent contribution, whichever is greater, to the Operating Engineers Vacation-Holiday Fund.

**ARTICLE XX**  
**Building/Construction Inspector Wage Rates**

	<b><u>Wage Rates and Effective Dates</u></b>			
	<b><u>10-01-21</u></b>	<b><u>10-01-22</u></b>	<b><u>10-01-23</u></b>	<b><u>10-01-24</u></b>
		<b>*\$5.00</b>	<b>*\$4.00</b>	<b>*\$4.00</b>
<b><u>CLASSIFICATIONS</u></b>				
GROUP I	\$50.48	\$54.73		
GROUP II	52.26	56.51		
GROUP III	54.26	58.51		

\*The Union may elect as its option, upon at least sixty (60) days' written notice, to allocate an increase to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and/or Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee and (7) Defined Contribution Plan (Annuity).

A. The job classification descriptions are set forth in Appendix "B" attached hereto. The hourly wage rate shall apply to the classifications on the dates shown on all work covered by the terms of this Agreement.

1. Employees covered under the terms of this Agreement will be paid based on the classification of work performed. When more than one classification of work is performed during any shift, the higher rate of pay shall apply on all time worked during that day.

B. It is further agreed that in the event government controls of wages and prices are re-established in any form and the negotiated increases contained herein are reduced by action of the government controls, these amounts withheld by government controls shall become due and payable to the employees on the date it becomes legal to do so.

C. Any employee at a jobsite or project who is designated by the Employer in writing, the responsibility of directing or coordinating the duties of other employees on the jobsite or project, shall be an employee covered by this Agreement and shall receive Two Dollars (\$2.00) per hour above his regular rate.

D. Notwithstanding the above provisions of this Article XX, the Employer shall not be obligated to pay rates in excess of those any other Employer is obligated to pay its Building/Construction Inspectors, Field and Soil Inspectors and Soils and Material Testing Inspectors pursuant to a collective bargaining contract with the Union. Upon request, the Union shall make available to the Employer for its inspection the executed copy of all contracts it has prescribing rates for Building/Construction Inspectors, Field and Soil Inspectors and Soils and Material Testing Inspectors.

E. Equipment to be provided by the Inspector/Field Soils and Material Tester:

1. Concrete testing equipment (rod, slump plate, tape measurer, scoop)
2. Personal safety equipment (Steel toe boots)
3. Calculator, notebook, writing instruments

F. Equipment to be provided by the Employer for use by the Inspector/Field Soils and Material Tester:

1. Unit weight bucket and scale
2. Concrete air meter (volumetric and/or pressure)
3. Nuclear density gauge, plate, pin and extractor
4. Sand cone density equipment
5. Non destructive equipment (UT, PT, MT, X-ray, etc.)
6. All equipment that requires calibration

## **ARTICLE XXI**

### **General Savings Clause**

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having a jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.


**ARTICLE XXII**  
**Termination and Renewal**

A. This Agreement shall be effective as of October 1, 2022, and shall remain in effect through September 30, 2025, and for additional periods of one (1) year thereafter, unless either party shall give written notice to the other of its desire to modify, amend and/or terminate this Agreement at least sixty (60) days' prior to September 30, 2025, or September 30<sup>th</sup> of any succeeding year. Notice to the Union shall be sent Certified Mail Return Receipt Requested, to the attention of the Business Manager and effective only upon receipt at the Union's main office at 150 Corson Street, Pasadena, California 91103. In the event notice is given of a desire to modify, amend and/or terminate, the parties shall negotiate and make every effort to reach an agreement prior to the anniversary date. In the event no agreement is reached prior to September 30, 2025, either party may thereafter terminate this Agreement.

B. This Agreement may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18<sup>th</sup> day of October, 2022.

**SOUTHERN CALIFORNIA  
CONTRACTORS ASSOCIATION, INC.**

  
\_\_\_\_\_  
John Cooper, Director of Labor  
Relations

Signed by: \_\_\_\_\_ Title

Signed by: \_\_\_\_\_ Title

Signed by: \_\_\_\_\_ Title

Signed by: \_\_\_\_\_ Title

Signed by: \_\_\_\_\_ Title

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12**

  
\_\_\_\_\_  
Ronald J. Sikorski, Business Manager

  
\_\_\_\_\_  
David Garbarino, President

  
\_\_\_\_\_  
Ken Hunt, Vice President

  
\_\_\_\_\_  
Shawn Kinsey, Rec.-Corres. Secy.

  
\_\_\_\_\_  
David Sikorski, Financial Secy.

  
\_\_\_\_\_  
Perry Hawkins III, Treasurer

**APPENDIX "A"**  
**BUILDING/CONSTRUCTION INSPECTOR AGREEMENT**  
**FIELD SOILS MATERIAL TESTING INSPECTION**

**APPRENTICE WAGE RATES**

(Based on the Journeyman Rate of \$56.51, effective 10-01-22)

0000-1000 hours - Step I	@60%
1000-2000 hours - Step II	@65%
2000-3000 hours - Step III	@70%
3000-4000 hours - Step IV	@75%
4000-5000 hours - Step V	@80%
5000-6000 hours - Step VI	@90%

All shift pay or premiums entitled to be paid under the terms of this Agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above apprentice wage rates exceed any of the Journeyman Group Rates of this Agreement.

**CONTRIBUTIONS PAYABLE TO TRUST FUNDS**

	<b><u>EFFECTIVE DATES</u></b>			
	<b><u>10-1-21</u></b>	<b><u>10-1-22</u></b>	<b><u>10-1-23</u></b>	<b><u>10-1-24</u></b>
Health and Welfare (Local 12, Hourly Rate) (Article XI) .....	\$11.85	\$12.35		
Pension (Article XII) .....	9.65	9.65		
Defined Contribution Plan (Annuity) (Article XIII) .....	3.50	3.50		
Vacation-Holiday (\$2.15) and Supplemental Dues (\$1.70) (Article XIV & Article XV ) .....	3.60	3.85		
Joint Apprentice Training/ Journeyman Retraining Fund (Article XVI) .....	1.05	1.05		
Engineers Contract Compliance Committee Fund (ECCC) (Article XVII) .....	0.15	0.15		
Contract Administration Fund (04¢) and Industry Advancement Fund (07¢) (Article XVIII) .....	0.11	0.11		

## **APPENDIX "B"**

The following are intended as general descriptions of inspection and testing work covered by this Agreement. Although all work described herein below is covered by this Agreement, any similar duties performed by employees in the classifications covered by this Agreement, or other tasks pertaining to the completion of the work described herein below, shall be covered by this Agreement even if not set forth in this Agreement.

### **GROUP I**

Concrete Batch Plant  
Field Soils and Material Tester  
Field Asphaltic Concrete (Soils and Material Tester)  
Field Earthwork (Grading Excavation and Filling)  
Load Testing  
Waterproofing Inspector  
Roofing Inspector

### **GROUP II**

AWS-CWI Welding Inspector  
Building/Construction Inspector  
Firestopping Inspector  
Ground Penetrating Radar Operator (while performing field soils and material testing - building/construction inspection)  
Licensed Grading Inspector  
Reinforcing Steel  
Reinforced Concrete  
Pre-Tension Concrete  
Post-Tension Concrete  
Structural Steel and Welding Inspector  
Glue-Lam and Truss Joints  
Truss-Type Joint Construction  
Shear Wall and Floor System used as diaphragms  
Spray-Applied Fireproofing  
Structural Masonry

### **GROUP III**

Nondestructive Testing (NDT)  
Unmanned Aircraft Systems (UAS Drones) Operator (while performing field soils and material testing – building/construction inspection)

The above classifications and all Field Inspection and Material Testing shall be recognized as the jurisdiction of the Operating Engineers. It is further understood that these classifications noted herein shall not apply to laboratory work but be defined as jobsite work only.

There may be instances where a Building/Construction Inspector is required by the employer to do both laboratory and field testing in which event they will be covered by the Agreement.

When a question arises as to the duties of a Building/Construction Inspector or Field Soils and Material Tester, the International Union of Operating Engineers, Local Union No. 12 Inspection Handbook will be referred to which contains all duties pertaining to Inspectors and Field Soils and Material Testers and will be supplied by Local Union No. 12 upon request.

The employer shall furnish all special material testing equipment and equipment requiring calibration to the employee as needed. The Building/Construction Inspectors shall furnish their own hand tools.

### **ASPHALTIC CONCRETE FIELD (SOILS AND MATERIAL TESTER)**

#### **OBSERVATION DUTIES**

##### **A. Documents**

1. Review the approved plans and specifications and meet with Employer and suppliers before construction to discuss project and to verify that requirements for testing and observation are well understood.
2. Review material certificates and test reports for compliance with job specifications.
3. Prepare or review mix designs for compliance to project requirements.

##### **B. Sampling of Material**

1. Sample and perform preliminary tests on proposed aggregates and asphalt cement (gradation, soundness, abrasion, stripping, etc.).

##### **C. Subgrade and Base**

1. Confirm that sources of materials have been sampled and approved.
2. Verify that materials delivered are of uniform quality.
3. Verify that control testing of subgrade materials is being performed and recorded as required.
4. Verify that subbase and base courses are of the source, type, thickness and density specified.
5. Verify that soil sterilization is provided, if required.

#### **D. Batch Plant**

1. The special inspector should become familiar with the appearance and physical characteristics of the mix to be used by observing visually the finished mixture so that unsatisfactory conditions may be readily recognized.
2. Check the batch plant facilities prior to production of asphaltic concrete mixture.
3. Check aggregates in stockpile to verify conformance to materials utilized in the design.
4. Check the bin weights of the aggregate fractions and asphaltic concrete mixture.
5. Check the temperature of the mixed batches on the truck.
6. Perform hot-bin gradations of the blended aggregates (where applicable).
7. Verify cold-bin feeds and hot-bin batch weights are adjusted as necessary to produce the job-mix formula within tolerance.
8. Before loading, truck beds should be checked for cleanliness and absence of materials that might be detrimental to the mix.
9. Coordinate with the job site inspector to obtain a uniform and consistent asphaltic concrete mixture.

#### **E. Spreading and Paving**

1. The field inspector should contact the batch plant inspector promptly should conditions be observed during placement and spreading operations that suggest a need for change at the plant. The following items should be addressed prior to and during placement operations:
  - (a) Area to be paved, cleaned and properly primed, or tack coated.
  - (b) Leveling course installed where required.
  - (c) Suitability of spreading and paving equipment.
  - (d) Asphalt mix temperature when delivered, and after final rolling, is within limits required.
  - (e) Density tests by nuclear gauge during rolling.
  - (f) Thickness control by adequate placement and compaction.
  - (g) Sampling of asphaltic concrete at job site during placement for laboratory testing (extraction, gradation, stability, etc.).
  - (h) Core samples taken for verification of thickness and density of in-place asphaltic concrete.
  - (i) Application of seal coat and curing in accordance with specification requirement, if required.

#### **F. Verification Tests**

1. Stability and density, bulk specific gravity and maximum specific gravity.
2. Asphalt content by extraction.
3. Aggregate gradation of the mixture from extracted sample.
4. Physical properties of the asphalt cement: penetration, viscosity, ductility and specific gravity.



5. Aggregate quality: Los Angeles abrasion, plasticity index and sieve analysis.

6. Field density.

7. Thickness determination.

8. Smoothness tolerance.

#### **G. Reports**

1. Submit written progress reports describing the tests made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

### **EARTHWORK (SOILS AND MATERIAL TESTER) (SPECIAL GRADING, EXCAVATION AND FILLING)**

#### **OBSERVATION DUTIES**

##### **A. Documents**

1. Review the approved plans, specifications and the Geotechnical Engineer's report.

2. Note and record the equipment being used on site.

##### **B. Sampling of Materials**

1. Sample and verify that the following materials are delivered to the Materials Engineering Laboratory for any required testing:

(a) Subgrade materials

(b) Native-fill materials

(c) Imported materials

(d) Additive materials (lime, cement, sand, pozzolan, etc.).

##### **C. Testing**

1. Perform soils classification and properties tests as required on native and/or imported soils.

2. Perform laboratory moisture-density relationship tests or other structural property tests as required.

3. Where applicable, conduct laboratory testing program to determine soils' properties resulting from admixtures such as cement or lime.

4. In the field, conduct in-place field density and moisture tests using procedures specified in the contract documents. Frequency of testing should be predetermined to allow for representative coverage of each lift.

5. Testing must be timely to avoid having to retest previously covered work. Similarly, test methods should be predetermined so as to take into account the Employer's procedures and soil types.

6. Periodic sampling of materials in the field to verify continued compliance with specification requirements is recommended.

#### **D. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work.

### **REINFORCING STEEL**

#### **OBJECTIVE**

The purpose of reinforcing steel observation is to give assurance that the supplier is exercising satisfactory control over production, fabrication and placing of reinforcing steel so that it meets the project specifications, applicable codes and industry standards.

This objective can best be achieved by qualified special inspectors who diligently perform the duties listed below while under the direct supervision of the materials engineering laboratory.

#### **OBSERVATION DUTIES**

##### **A. Documents**

1. Review the approved plans, specifications and approved shop drawings.
2. Review applicable sections of referenced codes, such as: the Uniform Building Code (ICBO) and/or (IBC); the Building Code Requirements for Reinforced Concrete (ACI-318) by the American Concrete Institute (ACI); the Manual of Standard Practice of the Concrete Reinforcing Steel Institute (CRSI); the Reinforcing Steel Welding Code (AWS D1.4) by the American Welding Society (AWS).

##### **B. Mill Test Reports**

1. Verify reinforcing steel mill test reports (when available) for mill markings and test data, checking against project requirements.
2. Sample material for tests directly from unopened bundles when required by specifications.

##### **C. Fabrication**

1. Check each shipment of reinforcing steel for the following:
  - (a) Bar sizes and grades are as specified.
  - (b) Mill marking is in conformance with mill test reports.
  - (c) Check for corrosion, contaminants, surface cracks and bars damaged in shipment.
  - (d) Check shop bends for specified radius and cracks.

##### **D. Placement**

1. During placement of reinforcing, check for proper bar locations, alignment, laps, ties, form and ground clearance, supports, field bend radii and cracks, gouges or tack welds causing stress concentrations, removal of contaminations and hardened concrete.

2. If welding of reinforcing is required, it should be observed as defined in UBC Section 1701.5(5.3) and/or (IBC), with particular emphasis on joint configuration, suitability of low hydrogen electrodes, preheat and interpass temperatures, and interpass slag removal. Check welding procedures for conformance to AWS D1.4.

3. Prior to concrete placement, check for complete installation and notify Employer of any variations from plans and specifications. If variations are not corrected prior to start of concrete placement, promptly notify the appropriate authority.

4. During concrete placement, check for displacement of reinforcing steel. Check for removal of dirt, concrete spatter and grease.

5. Check embedded items, including anchorages, inserts and bolts installed in concrete for compliance to project documents. Verify they are solidly cast in place during placement of concrete.

#### **E. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

### **PRE-TENSIONED CONCRETE**

#### **OBSERVATION DUTIES**

##### **A. Documents**

1. Review the approved plans, specifications and approved shop detail drawings.

2. Verify that the concrete mix designs, tensioning data and calculations for stressing have been approved by the reviewing authority.

3. Verify that jacking equipment has been calibrated.

##### **B. Mill and Plant Test Reports**

1. Check conformance of all materials to project specifications. Verify steel mill test reports for prestressing steel and deformed bar steel. Verify mill markings and tags. Verify cement mill test reports and certification.

2. Check fabricator's testing facility and reporting of tests performed under fabricator's quality control program.

##### **C. Sampling**

1. Sample and deliver to the laboratory for testing:

- (a) Concrete aggregates
- (b) Prestressing strand or wire
- (c) Reinforcing steel
- (d) Steel used for structural steel embedded items

**D. Steel Fabrication of Embedded Items**

1. Verify that qualified welders are employed to perform welding of structural steel using welding procedure qualified in accordance with AWS Structural Welding Code.

**E. Pre-Placement Observations**

1. Bed layout and form cleanliness.  
2. Quantity and spacing of reinforcing and stressing steel.  
3. Locations of inserts and embedded items.  
4. Profile of stressing steel.  
5. Witness tensioning of prestressing elements, measure elongation of strand and record gauge pressure.

**F. Tests and Observation During Casting**

1. Perform batch plant observations.  
2. Conduct slump, air and unit weight tests. Request adjustments as necessary.  
3. Cast compression test specimens.  
4. Observe placement and vibration of concrete in forms.  
5. Observe finishing treatment.

**G. Post-Placement Tests and Observations**

1. Observe curing procedures, temperatures and curing cycles.  
2. Monitor compressive strength results for specified release strength.  
3. Witness stress transfer.  
4. Identify member by component and date cast.

**H. Field Erection**

1. Check members for damage during storage or shipment.  
2. Check field installation and structural connections.

**I. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

**POST-TENSIONED CONCRETE**

**OBSERVATION DUTIES**

**A. Documents**

1. Review the approved plans, specifications and approved placing and stressing drawings furnished by the post-tensioning Employer.

2. Review the reinforcing steel placing drawings to check whether they have been coordinated with the stressing drawings.

**B. Mill Test Reports**

1. Check that reinforcing steel and post-tensioning steel supplied to job is properly identified and mill test reports show conformance to project specifications.

**C. Sampling of Materials**

1. Sample and deliver to the laboratory for testing the following materials when required by project specifications:

- (a) Concrete aggregates and cement
- (b) Prestressing strand, rod or wire
- (c) Reinforcing steel
- (d) Steel used for structural inserts

**D. Steel Fabrication of Embedded Items**

- 1. Visit fabrication plant.
- 2. Verify that qualified welders only are welding in accordance with AWS Structural Welding Code.
- 3. Verify only qualified welding procedures are being used.
- 4. Observe the welding operations and the finished product for defects and verify that corrections are made, if necessary.

**E. Pre-Placement Observations**

- 1. Check the general layout, size, spacing and profile of reinforcing steel and post-tensioning steel.
- 2. Observe anchorages, inserts, embedded items, blockouts, conduits, etc.
- 3. Calibrate or review current calibration data on the proposed stressing equipment.

**F. Observation During Placement of Concrete**

- 1. Observe batch plant operations when required.
- 2. Observe concrete placement and report any damage or misalignment of embedded components (with particular emphasis on end anchorages).
- 3. Cast compression test specimens.
- 4. Test slump, air content and unit weight. Request adjustment as necessary.

**G. Stressing**

- 1. Verify that the concrete compressive strength meets the minimum required strength prior to post-tensioning.
- 2. Check the stressing sequence and verify the required post-tensioning forces.

3. Call to the attention of the structural engineer any out of tolerance discrepancy in force-elongation relationship, spalled concrete, broken tendons or anchorage slippage.

4. Verify friction losses where applicable.

5. When using bonded tendons, observe grouting procedure.

#### **H. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

### **STRUCTURAL STEEL AND WELDING INSPECTOR**

#### **OBJECTIVE**

The customary practice of fabrication of steel in the shop prior to erection conveniently allows division of observation of structural steel into two basic categories, shop and field. While the purpose is to assure that proper quality control is exercised at each location, the environment differs. Often the shop is fabricating other projects concurrently and may operate two or three shifts per day. The shop work is closely related to mass production, while the field work relates closer to handcrafting.

These duties shall be performed by qualified special inspectors under the direct supervision of the materials engineering laboratory. To better achieve the objective of quality assurance, it is wise to use only one agency to fulfill the duties of both shop and field observation.

#### **OBSERVATION DUTIES**

##### **A. Documents**

1. Review the approved plans, specifications and approved shop drawings.

2. Review applicable sections of referenced codes, particularly the American Welding Society Structural Welding Code (AWS D1.1) and the Manual and Specifications of the American Institute of Steel Construction (AISC).

3. Review welding procedure qualifications when other than standard AWS prequalified joints and procedures are involved.

##### **B. Mill Test Reports**

1. Review mill test reports and check heat numbers with material as received. Verify that proper identification of steel is maintained during fabrication.

### **C. Sampling and Testing**

1. When required by project specifications (particularly schools and hospitals), mark sample location with steel stamp on each piece tested.
2. Record sample number and location, and maintain sample identification as they are delivered to laboratory.
3. When steel members are delivered to finish length and no "crop ends" are available for sample cutting, coordinate cutting and patching requirements with architect/engineer and fabricator.

### **D. Welding Observation (Applicable to Shop and Field)**

1. Check each welder's certification and verify that the welder does work only as covered by his certification.
2. Keep a written record of each welder by name, his identifying steel mark, and the percentage of rejectable welds.
3. Upon detection of a rejectable weld (either visually or by nondestructive test), the inspector-in-charge will notify the welder and/or his foreman for verification of defect. The inspector-in-charge will observe removal of defects and repairs to check whether acceptable procedures were used.
4. Check structural members for thickness adjacent to welds.
5. Inspect joints for proper preparation, including bevel, root faces, root opening, etc.
6. Check the type and size of electrodes to be used for the various joints and positions. Check the storage facilities to see if they are adequate to keep the electrodes dry.
7. Observe the technique of each welder periodically with the use of a welding inspection shield.
8. Verify the use of proper preheat and interpass temperatures.
9. Observe multi-pass welds continuously. Continuous observation is defined as follows: The inspector is present in the welding area at all times. The extent of inspection of individual welds will depend on the number of operators welding.
10. Observe single pass fillet welds periodically (in accordance with code requirements), after determining that the operator is capable of producing the welds required.
11. If straightening or restraining of weldments is necessary, verify that approved methods will be used.
12. Tag or stamp accepted weldments with the inspector's identification stamp.

### **E. Workmanship**

1. Check straightening and bending procedures.
2. Check cut edges, including those flame cut, sheared or milled.
3. Check bolt holes in major connections for size.

#### **F. Additional Field Duties**

1. Discuss welding sequence, general construction plans and specific joint sequence with steel Employer and engineer to verify proper sequence to minimize restraint.
2. During adverse weather conditions, check that adequate steps are taken to prevent moisture penetration at welding location.

#### **G. High Strength Bolting**

1. Sample high strength bolts, washers and nuts for testing from the lots in the shop or on the jobsite, if required.
2. Review type of joint specified (i.e. slip critical, non-slip critical).
3. Check bolts, nuts and washers for compliance to project specifications.
4. Review the procedure for installation of bolts. The amount and type of inspection during installation will depend on the method used.
5. Check joint surfaces to verify that they are free of burrs, dirt, etc.
6. Verify installation procedures meet minimum bolt tensions required by code.
7. Check calibration of wrenches for tightening capacity in a wrench calibrator.

#### **H. Painting**

1. Verify cleaning operations are to condition specified.
2. Verify conformance of paint to specification.
3. Verify application method, brush, roller or spray.
4. Check for thickness of each coating, final thickness and holidays.
5. Check touch-up for final finish.

#### **I. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

### **NONDESTRUCTIVE TESTING (NDT)**

#### **OBSERVATION DUTIES**

##### **A. Documents**

1. Review the approved plans, specifications and approved shop drawings.
2. Review applicable sections of referenced codes, particularly UBC Section 1703 and/or IBC and Section 6 of the AWS Structural Welding Code D1.1.
3. Where applicable, review welding procedures and sequences.



## **B. Personnel**

1. All NDT personnel shall be qualified in accordance with the American Society for Nondestructive Testing, Recommended Practice SNT-TC-1A and the supplement applicable to the method to be used. Only Level II and III inspectors, or Level I inspectors working under the direct supervision of a Level II or III inspector, are permitted to conduct the tests.

## **C. Method Selection**

1. Method to be used shall be as prescribed by project specifications, building codes, or as recommended by the materials engineering laboratory under the direction of the design professional.

2. Effective use of NDT depends on utilizing the proper test method and techniques. Where field conditions or sequences affect the specified methods, the NDT tester will make recommendations for suitable approved methods or techniques.

## **D. Tests**

1. Perform tests as prescribed by contract documents, for welds, laminations or lamellar tearing.

2. Upon detection of a defect, mark the defect and notify the foreman and/or lead visual inspector.

3. Keep written records of pieces, welds, welder identification marks, length and location of defects, method and date of repair, number of retests, records of performance or each welder (percent of rejected welds), sampling rate, etc.

## **E. Reports**

1. Submit written progress reports describing the tests and observations made, their location and any corrective actions taken.

2. Report the current percent of rejectable welds.

## **F. Standards**

1. Many nondestructive testing standards and codes are presently available for information and reference. Most standards and codes specify equipment and personnel requirements, operational steps and acceptance standards tied to the end-use function. Following is a partial list of the more common standard test methods.

- (a) Radiography - AWS D1.1, ASTM E94 and E99, ASME Section V
- (b) Ultrasonic Testing - AWS D1.1, ASTM E164, ASME Section V
- (c) Magnetic Particle Testing - ASTM E109, ASME Section V
- (d) Penetrant Testing - ASTM E165, ASME Section V

## **GLU LAM AND TRUSS JOINTS**

### **GLU LAM TIMBER OBSERVATION DUTIES**

#### **A. Documents**

1. Review the approved plans, specifications and approved shop drawings.
2. Review applicable sections of referenced codes, particularly the Timber Construction Manual by the American Institute of Timber Construction (AITC) and reference standards of the Uniform Building Code by ICBO and/or IBC.
3. Verify that the proposed lumber grades, combinations, adhesives and end joint details meet with code requirements.

#### **B. Materials**

1. Verify certifications on lumber grading, adhesives and preservatives.
2. Verify lumber grade marks on the pieces being used.

#### **C. Observation Requirements - Preliminary**

1. Verify that shop drawings have been reviewed and stamped by architect/engineer and general contractor.
2. Verify that spacing of joints meets job and code requirements.
3. Measure moisture content of lumber and verify with acceptance range specified.
4. Check appearance grade requirements.
5. Verify preservative treatment requirements.

#### **D. Observation of Sub-Assemblies (End Joints)**

1. Verify lumber grade at end joints.
2. Gluing and curing procedure, verification of following:
  - (a) Lumber moisture, temperature and cross-section
  - (b) Workroom humidity and temperature
  - (c) Adhesive certification, lot and temperature
  - (d) Joint match and separation
  - (e) Assembly temperature, pressure and time
  - (f) Sample and test representative joints

#### **E. Laminating (Gluing)**

1. Recheck lumber grades, combinations and faces, moisture and temperature.
2. Record workroom temperature and humidity.
3. Check adhesive certification, lot certification and temperature.
4. Verify camber assembly.
5. Gluing and curing:
  - (a) Observe glue spread and check for skips
  - (b) Record open time prior to clamping

- (c) Record clamping pressure
- (d) Record curing temperature and time
- (e) Sample and test (block shear, core shear, cyclic delamination)

**F. Finishing**

1. Recheck joint spacing and cross-sectional dimensions.
2. Observe repairs for appearance.
3. Record and inspect surface treatment.
  - (a) Preservative
  - (b) Sealer
  - (c) Primer or paint
4. Hammer-brand each member, prepare shipping certificate.
5. Observe and record wrapping.

**G. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

## **TRUSS-TYPE JOINT CONSTRUCTION**

**A. Chord Fabrication**

1. Perform all requirements of "Glu Lam Timber Observation Duties".
2. Check end joint spacing at panel points.
3. Check drilling and routing for webs.

**B. Web Fabrication**

1. Structural Steel:
  - (a) Review specification requirements
  - (b) Review mill certification, steel and coating
  - (c) Sample and test when specified
2. Fabrication:
  - (a) Verify web wall thicknesses and diameters at specified locations
  - (b) Check for splitting at flattened ends
  - (c) Check alignment edge distance and pin placement
  - (d) Check bridging clips, bearing clips and ridge connector
  - (e) Check truss dimensions
  - (f) Check connector welding, if performed

**C. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes

authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

## **SHEAR WALLS AND FLOOR SYSTEMS USED AS SHEAR DIAPHRAGMS**

### **OBSERVATION DUTIES**

#### **A. Documents**

1. Review the approved plans, specifications and other appropriate project documents.
2. Review applicable sections of referenced codes and standards, particularly the Timber Construction Manual by the American Institute of Timber Construction (AITC) and the Uniform Building Code and/or IBC.

#### **B. Materials**

1. Verify material grades.
2. Verify nail type and size.
3. Verify connector, including tiedowns, framing clips, bolts and straps.

#### **C. Sampling of Materials**

1. Sample and deliver to the laboratory for testing the following materials when required by project specifications:
  - (a) Structural panel sheathing (i.e. plywood, gypsum, fiberboard or particle board)
  - (b) Framing lumber
  - (c) Fasteners including nails, screws, bolts, etc.

#### **D. Observation Procedures**

1. Check nail spacing, penetration, edge distance and verify nail size.
2. Check for proper plywood thickness and grade.
3. Check for installation of blocking, when blocked edges are required.
4. Check the receiving members for spacing, size and resistance to splitting.
5. Check for proper plywood layout per project requirements.
6. Check for "shiners" (nails penetrating structural panel sheathing only).
7. Verify that critical members have received the nail specified.

#### **E. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

## CONCRETE BATCH PLANT

### OBSERVATION DUTIES

#### A. Documents

1. Verify that the class of concrete ordered is being delivered and conforms with approved mix designs.

#### B. Equipment

1. Check the trucks for worn out or damaged fins, excessive buildup of hardened concrete and for the presence of wash water from the previous delivery.

2. Check the National Readymix Concrete Manufacturers Association truck rating plate and verify that load capacities are not exceeded.

3. Check the current "weights and measures" seal on scales.

4. Verify that the moisture metering device is operational.

5. Verify that the scales start at and return to zero after each weighing operation.

6. Verify that the metering devices for admixtures have been recently calibrated and are operating.

#### C. Materials, Storage and Handling

1. Visually check the fine and coarse aggregate for storage conditions, handling, cleanliness and moisture conditions. Verify grading and source are as specified on approved mix design.

2. Obtain samples of aggregates when specified or when it appears that they may not conform to the required gradation or cleanliness.

3. Obtain grab samples of cement and pozzolanic materials when required by project specifications.

4. Check cement temperature.

5. For lightweight aggregates, check loose moist unit weight regularly and verify whether the plant is making proper adjustments to batch weights to compensate for variations in weight as well as moisture.

#### D. Batching of Materials

1. Record the volume in cubic yards for each class of concrete delivered. Verify that each mix proposed for delivery is of the proper designation and proportions approved for the project. Where discrepancies occur, request that the dispatcher clarify with the general contractor.

2. Verify that the specified materials are dispensed to the weigh hopper and record the adjusted batch weights for all ingredients in the desired proportions of the concrete mix.

3. Verify that the proper adjustments have been made for variations in moisture of aggregates.

4. Record the mixing time and check whether it is sufficient.

5. Visually estimate the slump of the concrete and report immediately to the operator any outside that specified.

6. Coordinate with the jobsite and verify the "as delivered" slump, air content, unit weight, mix temperature, general workability and preparation of test samples.

#### **E. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

### **SPRAY-APPLIED FIREPROOFING INSPECTOR**

In addition to the preliminary requirements for certification and jurisdictional licensing, the Spray-Applied Fireproofing Inspector (S.A.F. Inspector) would be called upon to:

A. Check the condition of the substrate (surface of the steel to be covered) on the areas to receive spray-applied fireproofing.

B. Check all materials used for conformance to approved plans, specifications, manufacturers' directions and plans.

C. Where the specifications call for the checking of the nozzleman's certification, it would be the responsibility of the Spray-Applied Fireproofing Inspector to verify certifications.

D. The Spray-Applied Fireproofing Inspector could be called upon to monitor the thicknesses of the spray-applied fireproofing material during installation, however, the usual procedure is to check the thicknesses after installation and partial drying has occurred.

E. The Spray-Applied Fireproofing Inspector would check and record thicknesses of the fire restrictive material in the various locations and perform sampling as required by job specifications and the UBC and/or IBC.

### **STRUCTURAL MASONRY SPECIAL INSPECTOR**

In addition to the certification, licensing requirements and report writing requirements found in the profile of a Reinforced Concrete Special Inspector, a Structural Masonry Inspector would be called on to perform the following:

A. Usually before the beginning of the project, the Special Inspector would generally be required to witness the making of masonry prisms, to verify that the proper

constituents are used in the construction of the pre-construction test prisms. After familiarizing himself with the plans and specifications, a Structural Masonry Special Inspector should verify that all items brought to the jobsite are in keeping with the contract documents, such as the lime, the cement, the rebar, any accessories or embeds, any pre-bagged mortar mix, etc. Also, verifying that the concrete masonry units or C.M.U.s, or if clay brick are used, they are in compliance with the job specifications.

B. The Masonry Inspector should verify that all footings are clean, free of laitance and able to receive the 1st course of masonry units and the Masonry Inspector should observe the making of any mortars to make sure the amounts of materials used and the constituents used are per plan specifications and code.

C. The Masonry Inspector should check all dowels coming out of a footing to receive walls, ascertaining that they are the proper size, grade and enough bar extends from the footing to make a proper lap splice. The Inspector should make sure that any bent dowels are within the parameters set by code and the specifications.

D. The Masonry Inspector should check the laying up of masonry walls, making sure the placement of rebar, the bed and head joints, mortar and accessories comply with the contract documents.

## **SHOTCRETE**

### **OBSERVATION DUTIES**

#### **A. Documents**

1. Review the approved plans, specifications and Employer submittals for applications process used.
2. Verify crew qualifications.
3. Verify material sources and approved mix design.
4. Verify test methods and sample procedure.

#### **B. Observation Procedures**

1. Verify main and auxiliary equipment for compliance, capacity, pressures and proper functioning.
2. Check for hot and cold weather limitations and precautions.
3. Verify reinforcing has been previously inspected and placed for minimal congestion.
4. Verify joints, penetrations, embeds and formwork are correct and adequately supported.
5. Verify the nozzleman has suitable shooting positions and access to achieve placement with minimal rebound.
6. Check for ground wires or other thickness gauging control method.

7. Review mixing and placing procedures with crew before commencement of application.
8. Observe placement for:
  - (a) Consistency
  - (b) Consolidation
  - (c) Coverage
  - (d) Rebound
  - (e) Finish
  - (f) Cure
9. Check completed job for defects and corrective action.

#### **C. Sampling and Testing**

1. Prepare a test panel 18' x 18' x 3', or as otherwise specified to obtain suitable cores for testing. Arrange correct positioning of sample panel to represent job shotcrete. Prearrange with nozzleman the correct timing of the test sample preparation and verify that it is representative of job placement, finish and cure. Refer to ACI 506 for further guidance.
2. Mark panel with specimen identification and protect for curing period.

#### **D. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

## **CONCRETE**

### **OBSERVATION DUTIES**

#### **A. Documents**

1. Review the approved plans and specifications.
2. Verify that the class of concrete ordered is being delivered and conforms with specifications, drawings and/or code requirements.

#### **B. Observation Procedures**

1. Check forms for cleanliness and proper treatment prior to placement.
2. Visually estimate the slump of each batch delivered and perform slump tests regularly.
3. Determine concrete temperature, number of mixing revolutions and/or length of time since batching.
4. Observe placement procedures for evidence of segregation, possible cold joints, displacement of reinforcing of forms and proper support of embedded items, anchor bolts, etc.
5. Inspect for proper compaction/consolidation.



### **C. Sampling and Testing Duties**

1. Sample and test fresh concrete for the following (or as stipulated by plans and specifications):
  - (a) Slump
  - (b) Entrained air
  - (c) Temperature
  - (d) Wet unit weight, when required
2. Sample concrete and prepare test cylinders in accordance with ASTM C31.

### **D. Reports**

1. Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

## **AWS-CWI WELDING INSPECTOR (Applicable to Shop and Field)**

### **A. Documents**

1. Review the approved plans, specifications and/or codes and standards that govern the work to be done.
2. Review all procedures and qualifications.
3. Review all base metal specifications, welding consumables and welding equipment.

### **B. Duties During Welding**

1. Confirm welder's qualifications.
2. Verify proper joint fit up, preheat and interpass temperatures.
3. Verify proper control and handling of welding consumables.
4. Verify conformity to welding procedures and approved plans and specifications.

### **C. Post Welding Duties**

1. Visual inspection for compliance to plans and specifications.
2. If required nondestructive testing (NDT).
3. Document all fabrication and inspection activities.

## **WATERPROOFING AND DAMP PROOFING**

### **A. Documents**

1. Review approved specifications, referenced codes and manufacturers' requirements for use and placements of products.

## **B. Observation Duties**

1. Verify subsoil and base materials are ready for installation of waterproofing and damp proofing systems.

2. For walls verify that all sharp projections that may pierce the membrane are removed and all holes are sealed properly.

3. Verify that the water proofing or damp proofing materials to be used comply with specifications and manufacturers' requirements for use and placement of products.

4. Verify that placement and use of the waterproofing or damp proofing materials comply with approved plans, specifications, referenced codes and manufactures' requirements.

## **C. Reports**

1. Submit written progress reports of observations made and action taken to correct non-conforming work. Itemize any changes authorized by the architect/engineer and report all uncorrected deviations from plans or specifications.

# **BUILT UP ROOF**

## **A. Documents**

1. Review approved specifications and manufactures' requirements for use and placements of products.

## **B. Observation duties**

1. Check the condition of roof for cleanness and soundness before placement of roofing products.

2. Check all materials used for conformance to approved plans, specifications and manufactures' requirements.

## **C. Reports**

1. Submit written progress reports of observations made and show the action taken to correct non-conforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

# **LIGHTWEIGHT CONCRETE ROOF INSULATION**

## **A. Documents**

1. Review approved sections and manufactures' requirements for use and placement of products.

## **B. Observation Duties**

1. Verify all deck welding is complete and check deck for cleanness.

2. Verify all materials used comply with specifications and manufactures' requirements for use and placement of products.

3. Observe mix verification, reinforcement type and location, placement of foam plastic and concrete preparation and placement.

**C. Sampling Materials**

1. Conduct field tests and obtain samples of concrete.

**D. Reports**

1. Submit written progress reports of observations made, descriptions of tests and action taken to correct non-conforming work. Itemize any changes authorized by the architect/engineer. Report all uncorrected deviations from plans or specifications.