STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
*P.O. Box 420603*
*San Francisco CA 94142-0603*

# SCOPE OF WORK PROVISIONS

FOR

# PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

23-102-6

# LABORERS' MASTER

# PARKING AND HIGHWAY IMPROVEMENT

# AGREEMENT

## (STRIPING, SLURRY AND SEAL COAT OPERATIONS)

## 2003 - 2006

BETWEEN

ASSOCIATED GENERAL

CONTRACTORS OF CALIFORNIA, INC.

AND

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AND ITS AFFILLIATED LOCAL UNION NO. 1184

RECEIVED
Department of Industrial Relations

AUG 0 1 2003

Div. of Labor Statistics & Research
Chief's Office

## COVERAGE AND DESCRIPTION

A. Geographical Coverage: This Agreement shall apply to the area generally known as the Twelve Southern California counties and more particularly described as the Counties of Los Angeles, Orange, San Bernardino, Riverside, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, and Mono. This Agreement shall also apply to the offshore islands of Southern California: Namely, Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

B. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Association.

C. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

D. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between the Agreement and any such other Agreements, and no acts or things done by the parties to such Agreement or notices given pursuant to the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties to this Agreement, except as otherwise provided in Article IV (Existing and Other Agreements).

E. This Agreement shall cover all striping, parking lot seal coat, slurry seal and related work performed as part of the striping, seal coat and/or slurry seal operation by the Contractor or the subcontractor of the Contractor, which includes but not limited to:

1. All work in connection with the layout, painting, application and installation of protective coatings, lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking; as well as all work in connection with the loading, transporting, mixing and application of materials for the purpose of slurry seal, Microsurfacing and Rubberized Emulsion, Aggregate, Slurry Seal, power broom sweeper, including the cleaning and preparation of surfaces to receive the protective coatings; bob cat/skid steer and operation of all related machinery and equipment.

2. All Traffic Delineating Device Applicator and

installation work in connection with the layout and application of pavement markers, striping, delineating signs, rumble and traffic bars, adhesives, guide markers; thermoplastic delineators and reflective traffic tape, other traffic delineating devices; including all related surface preparation (sandblasting, waterblasting, shot blast, grinding) as part of the application process.

3. All Traffic Surface Abrasives Blaster work in connection with the removal of traffic lines and markings; preparation of surface for coating and traffic control devices; and operation of all related machinery and equipment.

4. All Traffic Protective Delineating Systems Installer work in connection with removal, relocation, installation, of permanently affixed roadside and parking delineating barricades, fencing, guardrail, cable anchor, reference signs, monument markers and car stops.

5. Seal coating, slurry coating, emulsion mix overlays, crack sealing and other surface protection on any surface including parking facilities, school yards, game courts and other such surfaces.

6. All Mixer Operator work in connection with the proportioning and mixing of slurry seal components and overseeing that the seal is evenly distributed in the slurry box and is properly applied to the horizontal surface, finishing work, if required, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

7. All Applicator Operator work in connection with guiding the equipment at a constant speed, finishing work, if required, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

8. All Shuttleman (loader/slurry machine operation) work in connection with driving the application equipment to and from the supply area and making certain that each piece of application equipment contains the necessary proportions of materials, finishing work, if required, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering,

loading or handling of material and general project cleanup.

9. All Squeegeeman (Finisher) work in connection with manually spreading out the slurry seal where it is impractical to use the mobile application equipment, finishing the edge lines, finishing the final surface, if required, with tools of the trade, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

10. All Traffic Control work in connection with directing and controlling traffic, installing utility protective covers, installing and protecting traffic delineation devices, posting and notifying for public convenience, installation of temporary safety devices as may be required, weeding and cleaning of the work area to receive slurry seal. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

11. All work in the Contractor's permanent and temporary yards, including but not limited to warehouse stocking and loading, repair and maintenance of equipment and vehicles, clean-up and storage area work, which have been particularly provided or set up to handle work in connection with jobs or projects covered by the terms of this Agreement.

12. All work in connection with the repairing and filling of cracks on streets and highways.

F. In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replaces, modifies or adds to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

G. In the event the Contractor performs any work not covered by this Agreement but within the scope of the Southern California Master Labor Agreement ("MLA") between the Union and the Association, the Contractor shall be bound to the terms and conditions of the MLA in the performance of such work.

H. Classifications listed in this Agreement which are not listed under this Article shall be included in the coverage and description of laborers' work claimed just as though incorporated in full in this Article. This does not restrict laborers from performing other work.

**ARTICLE IV**

## ARTICLE XVI

## WAGES AND FRINGE BENEFITS

A. Overtime Rates

Time and one-half (1½X), except on Holidays, which are double-time (2X).

B. Hourly Wage Rates

The following hourly wage rates shall apply to the following classifications on all striping, slurry and related work performed as part of the striping and slurry operations covered by the terms of this Agreement:

**Effective August 1, 2003**

| GROUP I | Hourly Rate |
|---|---|
| Protective Coating, Pavement Sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; installation of carstops; operation of all related machinery and equipment; handling of related materials. Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience; Asphalt Repair; Equipment Repair Technician, performs major repairs on all equipment and machinery used by the contractor for the jobsite | $21.66 |

**GROUP II**

Traffic Surface Abrasive Blaster,
Pot Tender, removal of all traffic stripes,
pavement markings, and pavement markers by
any method (sandblasting, waterblasting,
shot blast, grinding, etc.), and preparation
of surfaces prior to application of striping
materials and pavement markers. Repairing and
filling of cracks and surface cleaning on
streets, highways, and airports by any means,
and other work not directly connected with
the application of slurry seal.
Slurry Seal Squeegeeman (finisher);
Bob Cat/Skid Steer; Traffic Control
Person/Certified Traffic Control Person;
controlling and directing traffic through
both conventional and moving lane closures,
including flagging and pilot car operations;
including operation of all related machinery
and equipment; handling of related materials.....$22.86

**GROUP III**

Traffic Delineating Device Applicator;
Locate and apply raised and recessed pavement
markers,(includes operator of recess cut machine),
install traffic signs, rumble and traffic bars,
adhesives, guide markers (glue down and drive-in
types), and other delineating devices.
Traffic Protective System Installer; installs,
removes, and relocates roadside and parking area
barricades, fencing, cable anchors, guard rail,
reference signs, and monument markers.
Pavement Markings Applicator; locate and apply
Markings (words, arrows, cross walks, etc.)
utilizing all coatings materials (paints,
thermoplastics, tapes, epoxies, etc.);
Slurry Seal Applicator Operator (Line Driver);
Shuttleman (loader/slurry machine operations);
operation of all related machinery and equipment;
handling of related materials.....$24.72

GROUP IV

Traffic Striping Applicator;
Layout, alignment, and installation of all
Striping and delineation, utilizing all
Coatings materials and products
(paints, thermoplastics, tapes, epoxies, etc.),
skilled in all aspects of the layout,
installation, and removal of the overall
striping and delineating operations.
Slurry Seal Mixer Operator;
Power Broom Sweeper; operation of all related
Machinery and equipment;
Handling of related materials.....$26.32

FUTURE INCREASES*

July 1, 2004:

Group I..... $1.26[1]
Group II..... $1.31[1]
Group III..... $1.38[1]
Group IV..... $1.45[1]

[1]$0.35 allocated to pension, the remainder to be allocated by the Union

July 1, 2005:

Group I..... $1.31[1]
Group II..... $1.36[1]
Group III..... $1.44[1]
Group IV..... $1.51[1]

[1]$0.35 allocated to pension, the remainder to be allocated by the Union

* Upon written notice to the Association at least thirty (30) days prior to July 1, of each year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Contract Administration Fund (9) Any combination thereof.

In the event the wages in this Article are in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay wages in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this Article.