STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
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ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TRAFFIC CONTROL/LANE CLOSURE (LABORER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

ORIGINAL

23-102-13

AGC/LABORERS MASTER
TRAFFIC CONTROL/LANE CLOSURE AGREEMENT

This Agreement, made and entered into this_____ day of_____ (signature date) through June 30, 2006, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, the collective bargaining representative of the Employer, herein referred to as "Employer" and the Northern California District Council of Laborers of the Laborers International Union of North America, AFL-CIO hereinafter referred to as "Union".

SECTION 1 GENERAL PROVISIONS

A. **Definitions**

(1) This Agreement applies to onsite work in connection with lane closures, directing and re-directing traffic in conjunction with publicly funded Highway and Heavy Engineering construction.

(2) This Agreement does not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, time keepers, messenger persons, shop and fabrication employees, confidential employees and office help.

(3) This Agreement does not cover the following work items:

(a) Delivery and pick up of traffic control devices to the work site.

(b) Repair and/or service of traffic control devices at the work site.

However, any employee working under this Agreement for the ongoing set-up or removal of an operational lane closure, construction sign, or crash cushion shall also perform any initial set-up of traffic control devices at the work site, and final pick-up of traffic control devices from the work site under the provisions of this Agreement.

(4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly boundary of Inyo and Mono Counties, which includes the following Counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

E. Travel Time

(1) Any employee operating, or responsible for the control of, a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a job site shall be compensated at the eight dollars ($8.00) per hour. The return trip from the job site to the employer's yard or shop, shall be deemed to be on the employee's time, and therefore, not subject to compensation.

(2) Any employee who is a passenger in, or not directly responsible for the control of, a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a job site shall be deemed to be in the vehicle voluntarily. Therefore, this voluntary status means this employee is not subject to compensation.

(3) Any employee required to move or relocate from one job site to another job site on the employer's time shall be compensated as follows: the employee's straight time hourly rate of pay shall be multiplied by the actual driving time. This compensation shall include all contractually mandated fringe benefit contributions.

SECTION 13 RECOGNIZED HOLIDAYS

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. Martin Luther King Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

SECTION 14 LIABILITY OF THE PARTIES

A. It is mutually understood and agreed that neither the Employer, any Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Employer, the Union or Local Union, as the case may be.

B. In the event of any unauthorized violations of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this

SECTION 24 SUBSISTENCE

Subsistence shall be according to the Laborers' Master Agreement. In outlying areas according to the subsistence map. Laborers shall be paid nineteen dollars ($19) per day.

SECTION 25 EFFECTIVE AND TERMINATION DATE

This Agreement made as provided for herein shall remain in full force and effect until the 30th day of June 2006. The parties shall give written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to the June 30 of any succeeding year a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do, this _____ day of _____, _____.

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA:

By _____ Date 11/29/04

By _____ Date 11/29/04

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By _____ Date 12/10/04

Business Manager