



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.



FINAL

RECEIVED
 2-1-13
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TENTATIVE SETTLEMENT AGREEMENT

2012-2015

AGC/LABORERS MASTER TRAFFIC LABOR/HIGHWAY IMPROVEMENT AGREEMENT FOR NORTHERN CALIFORNIA

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding entered into this 1st day of February, 2013, sets forth the terms and conditions for the Laborers Master Traffic Control Agreement for Northern California by and between the Union, the Northern California District Council of Laborers and its Affiliate Local Unions, and the Employer, the Associated General Contractors of California, Inc. and its Individual Employers, effective from July 1, 2012 through June 30, 2015, with the following modifications:

#1 - Tentative Settlement

The parties agree that all tentative agreements and agreements are subject to ratification, approval by the Business Manager and the Negotiating Committee of the Northern California District Council of Laborers, and ratification by the delegates of the Northern California District Council of Laborers.

The parties agree that all tentative agreements and agreements are subject to the approval and ratification of the Associated General Contractors of California, Inc.

#2 - The Union and AGC reserves the right to alter, delete, amend, add to and/or correct any and all of these proposals.

#3 - Traffic Control Work

The parties agree that the changes, modifications, and economics contained herein shall be applicable only to and pertain only to the traffic control work and the portions of the AGC/Laborers Master Traffic Control/Highway Improvement Agreement associated with the Traffic Control industry and not the work associated with the Highway Improvement industry, including TDDA which shall be considered highway improvement work.

#4 - Term of Agreement

3 Years – Agreement shall be effective July 1, 2012 through June 30, 2015

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 2015. 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.

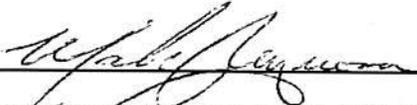


FINAL

All other terms and conditions of the 2010 – 2012 Agreement between the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers, including Side Letters, Letters of Understandings, Memorandums of Understanding, shall remain unchanged. It is further agreed that this MOA for a new agreement shall remain a tentative agreement pending ratification by each of the parties.

**ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA, INC.**

DATE:



2/1/13

**NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**

DATE:



02/01/13

23-102-13

**LABORERS MASTER TRAFFIC CONTROL/HIGHWAY
IMPROVEMENT AGREEMENT**

This Agreement, made and entered into this 1st day of July, 2010 through June 30, 2012, 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".

R E C E I V E D
Department of Industrial Relations

FEB - 2 2011

Div. of Labor Statistics & Research
Chiefs Office



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 to and from the Individual Employer's regularly established shop or yard to a job site or is required to load or unload material or perform other work at the Individual Employer's shop or yard shall be compensated per hour as referenced in Section 15 (Wage Rates and Classifications).



Note: All Travel Time Hours will be paid at one and one-half (1-1/2) times the Travel Time Hourly Rate. Fringe Benefits contributions are not required for travel time hour.

- (2) Any employee who is a passenger in but is not directly responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies to and from the Individual Employer's regularly established shop or yard to a job site or is not required to load or unload material or perform other work at the Individual Employers shop or yard 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 Individual 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.

Wage Rate A – Will apply to the following six (6) counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B – Will apply to the following forty (40) counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

LABORERS TRAFFIC CONTROL AND RELATED CLASSIFICATIONS

Effective Dates:	7/01/10	7/01/11	Travel Time Hourly Rate*
Journeyman Traffic Control Person I	Rate A: \$27.19	**	\$8.00
	Rate B: \$26.19	**	\$8.00
(Holds current Individual Employer's supervisor rating. Able to read plans, layout of traffic control, crash cushions, construction area signage.)			
Journeyman Traffic Control Person II	Rate A: \$24.69	**	\$8.00
	Rate B: \$23.69	**	\$8.00
(Installation and removal of traffic control, crash cushions, construction area signage.) Normally works under the supervision of a Journeyman Traffic Control Person I			
 Flag Person	Rate A: \$26.89	**	\$8.00
	Rate B: \$25.89	**	\$8.00

Laborer Traffic Control Trainee Classifications:

Stage 1 (2,000 hours only)	\$16.57	**	\$8.00
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An Individual Employer may employ one (1) Traffic Control Trainee for every one (1) Journeyman Traffic Control Person I on his payroll, fifty (50%) on a project. Provided, the first Laborer on a project will be a Journeyman Traffic Control Person I.

* All Travel Time Hours will be paid at one and one-half (1-1/2) times the Travel Time Hourly Rate.

