



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TRAFFIC CONTROL/LANE CLOSURE (LABORER)

AND

PARKING AND HIGHWAY IMPROVEMENT PAINTER (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 JOAQUIN¹, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE¹, YOLO¹, AND YUBA COUNTIES.

¹ County not covered by (Striper), (Traffic Delineating Device Application),

(Parking Lots, Game Courts, & Playgrounds Striper), and (Striper Trainee Classifications).



FINAL

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 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:



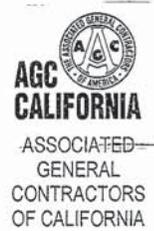
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**LABORERS MASTER TRAFFIC CONTROL/HIGHWAY
IMPROVEMENT AGREEMENT**

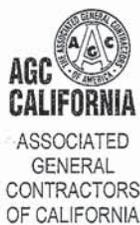
This Agreement, made and entered into this 1st day of July, 2010 through June 30, 2012, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, the collective bargaining representative of the Employer, herein referred to as "Employer" and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO hereinafter referred to as "Union".

RECEIVED
Department of Industrial Relations
FEB - 2 2011
Div. of Labor Statistics & Research
Chief's 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*
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Journeyperson 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.)

Journeyperson 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 Journeyperson Traffic Control Person I

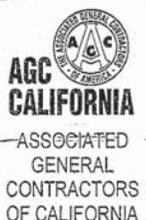
Flag Person	Rate A: \$26.89	**	\$8.00
	Rate B: \$25.89	**	\$8.00

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) Journeyperson Traffic Control Person I on his payroll, fifty (50%) on a project. Provided, the first Laborer on a project will be a Journeyperson 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.



STRIPER AND RELATED CLASSIFICATIONS

Effective Dates:	7/01/10	7/01/11	Travel Time Hourly Rate*
Journeyperson Striper (Traffic Striping Applicator; Layout, alignment, and installation of all Striping and delineation utilizing all Coatings materials and products (paints, thermoplastics, tapes, plural component materials, etc.), skilled in all aspects of the layout, installation, and removal of the overall striping and delineating operations. Installs stripe with long line truck applicator.)	\$29.44	**	\$19.63
Traffic Delineating Device Application (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.) (Pavement Markings Applicator; Locate and apply Markings (words, arrows, cross walks, etc.) utilizing all Coatings materials (paints, thermoplastics, tapes, plural component materials, etc.) with hand held guns or walk behind applicators.) (Traffic Protective System Installer; installs, removes, and relocates roadside and parking area barricades, fencing, cable anchors, guard rail, reference signs, and monument markers.) (Traffic Surface Abrasive Blaster: Removes all traffic stripes, pavement markings, and pavement markers by any method (sand- blasting, waterblasting, shot blast, grinding etc.), and preparation of surfaces prior to application of striping materials and pavement marker.)	\$28.00	**	\$18.59
Parking Lots, Gamecourts, & Playgrounds Striper	\$24.23	**	\$16.15
Striper Trainee Classifications:			
Stage 1 (1st 2,000 hours)	\$16.57	**	\$11.05
Stage 2 (2nd 2,000 hours)	\$17.57	**	\$11.71
Stage 3 (3rd 2,000 hours)	\$18.57	**	\$12.38

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





Section 24 Subsistence

A. TRAFFIC CONTROL

~~Subsistence shall be according to the Laborers' Master Agreement. In outlying areas according to the subsistence map. Laborers shall be paid twenty-four dollars (\$24.00) per day.~~

B. STRIPER AND RELATED CLASSIFICATIONS

Striper and Related Classifications ONLY - Subsistence / Per Diem

Per Diem Definition

Per Diem shall be compensation paid to Employees in the event that they are required to stay overnight. Effective at the date of publishing in the General Prevailing Wage Rates, the amount of said compensation shall be sixty dollars (\$60.00) for each night, or the Employer, at his option, shall provide reasonable overnight accommodations plus twenty-five dollars (\$25.00) per night.

Per Diem Application

Employees traveling wherein the distance from the Individual Employers' permanently established yard to the jobsite is greater than seventy-five (75) aeronautical miles shall be subject to per diem. In this event, should the Employees be required by the Individual Employer to stay overnight, the Employees shall receive per diem. Should the Employees be required to return to the Individual Employer's yard in lieu of staying overnight, the Employees shall receive one-half (½) per diem; thirty dollars (\$30.00), in addition to any travel time the Employees may be entitled to receive.

Employees traveling wherein the distance from the Individual Employer's permanently established yard to the jobsite is less than seventy-five (75) aeronautical miles shall not be subject to per diem unless the Employees are required by the Individual Employer to stay overnight. In this event, the Employees shall be entitled to per diem.

Per Diem Payment

The amount of per diem shall be paid before leaving the Individual Employer's yard in the event that the Employees are required to stay overnight. In lieu of prepayment, the Individual Employer shall make pre-arrangements for adequate food and lodging for the Employees. Adequate food and lodging shall be defined as three (3) meals per day and a clean, safe, and sanitary place to sleep.

Per Diem Notification

Reasonable notification shall be given to all Employees who will be required to remain out of town in order to perform their work.