STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
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SCOPE OF WORK 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 JOAQUIN[1], SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE[1], YOLO[1], AND YUBA COUNTIES.

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

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

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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.

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#5 - Section 1 General Provisions

Add asterisk to clarify coverage of Agreement in Section 1A(4) as follows:

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

(a) Delivery and return of traffic industry material and equipment to and from the work site.

(b) Repair and/or service of traffic industry material and equipment 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 is covered under the provisions of this Agreement.

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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

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".

Section 1 General Provisions

(2) This Agreement covers the following:

(a) This Agreement covers onsite work in connection with lane closures, directing and redirecting traffic in conjunction with publicly funded Highway and Heavy Engineering construction and Private Utility Work.

(c) This Agreement covers all onsite striping work in conjunction with publicly funded Roadways, Highways, Heavy Engineering, Freeways, Airports, Runways, Heliports, Parking Lots, Playgrounds, and Game Courts and Private Utility Work and related work performed as part of the striping by the Individual Employer or the subcontractor of the Individual Employer, which includes but not limited to:

1. All work in connection with the layout, painting, application and installation of protective coatings, painted lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking; plural component materials, etc.

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

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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. All Decorative asphalt work or services pertaining to line and pavement marking on streetscapes, parking lots, air fields, highways, game courts (both indoor & outdoor) and other such surfaces; installation and maintenance thereof of any material or composition material used instead of paint.

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

(a) Delivery and return of traffic industry material and equipment to and from the work site.

(b) Repair and/or service of traffic industry material and equipment 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 is covered under the provisions of this Agreement.

LABORERS TRAFFIC CONTROL AND RELATED CLASSIFICATIONS

Effective Dates:

Journeyperson Traffic Control Person I

(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

(Installation and removal of traffic control, crash cushions, construction area signage.) Normally works under the supervision of a Journeyperson Traffic Control Person I

STRIPER AND RELATED CLASSIFICATIONS

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.)

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.)