

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



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<sup>1</sup>, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
TUOLUMNE<sup>1</sup>, YOLO<sup>1</sup>, AND YUBA COUNTIES.

<sup>1</sup> County not covered by Parking and Highway Improvement Painter (Laborer) - Stripper and Related Classifications

**RECEIVED** 28-102-13

By Office of the Director - Research Unit at 9:41 am, Feb 10, 2014

OF

February 7, 2014

Ms. Maria Robbins, Deputy Chief, Office of the Director  
California Department of Industrial Relations  
455 Golden Gate Avenue  
San Francisco, CA 94102

**Hand Delivered &  
Sent Via Facsimile**  
Fax: (415) 703-4771

**RE: Northern California Parking & Highway Improvement Laborer  
Prevailing Wage Determination**

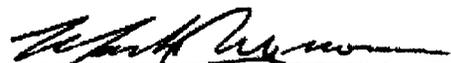
Dear Ms. Robbins,

Please be advised that the Associated General Contractors of California, Inc. (AGC) and the Northern California District Council of Laborers (Laborers) have updated the existing terms and conditions to its 2012-2015 collective bargaining agreement.

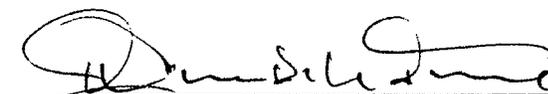
For your information, the updates are contained and outlined in the enclosed and executed Memorandum of Agreement that have been agreed to by the AGC and Laborers.

Please let us know if you have any questions or concerns that would delay the publishing/posting of these new changes by the California Department of Industrial Relations.

Respectfully and Jointly submitted,



Mark Reynosa, Director  
Northern California Industrial Relations



Oscar De La Torre, Business Manager

Associated General Contractors  
of California, Inc.  
1390 Willow Pass Rd., Ste. 1030  
Concord, CA 94520  
Ph: (925) 827-2422  
Fax: (925) 827-4022

Northern California District Council  
of Laborers  
4780 Chabot Drive, Suite 200  
Pleasanton, CA 94588  
Ph: (925) 469-6800  
Fax: (925) 469-6900





**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 \_\_\_\_\_ day of \_\_\_\_\_, 2014, sets forth the terms and conditions for the Laborers Master Highway Improvement 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 - Highway Improvement Work**

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

**#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.

 AGC  NCDCL

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

**GROUP 1**

**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,

**GROUP 2**

**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, high friction surfacing, etc.).

**Decorative Asphalt Surfacing Applicator:**

Such as the installation of preformed thermoplastic material and/or pattern-imprinted or stamped asphalt,

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

**GROUP 3**

**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, including operation of all related machinery and equipment.

**GROUP 4**

**Parking Lots, Gamecourts, & Playgrounds Striping Applicator:**  
(Includes Protective Coating,

handling of related materials.)

**Decorative Asphalt Surfacing Laborer:**

(Includes the handling of decorative asphalt surfacing material).  
Used primarily for properties including but not limited to intersections, parking areas, streets, highways and walkways;  
) Normally works under the supervision of a Decorative Asphalt Surfacing Applicator.



FINAL (Draft 5 – 1/07/14)

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.**

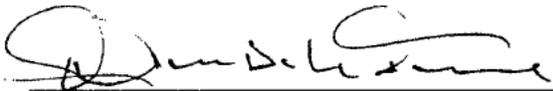
**DATE:**

  
\_\_\_\_\_

2/7/14

**NORTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS**

**DATE:**

  
\_\_\_\_\_

2/10/14



FINAL

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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 1<sup>st</sup> 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**

**#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<sup>(\*)</sup>:
  - (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.

<sup>(\*)</sup> 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.



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 1<sup>st</sup> 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

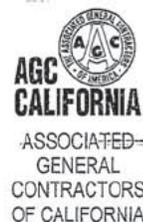
(2) This Agreement covers the following:

(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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Chief's Office



**2010 - 2012  
Laborers Traffic  
Control / Hwy  
Agreement**

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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.

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**LABORERS TRAFFIC CONTROL AND RELATED CLASSIFICATIONS**

Effective Dates:

**Journeyman Traffic Control Person I**

(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**

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