

**AGC/LABORERS MASTER
TRAFFIC CONTROL/LANE CLOSURE AGREEMENT**

This Agreement, made and entered into this _____ day of _____ (signature date) through June 30, 2010, 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) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers for whom it has authority to represent.

- (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.

 - (b) This Agreement covers the escort vehicle drivers who guide traffic through the construction zone with the help of the flaggers in conjunction with publicly funded Highway and Heavy Engineering construction.

 - (c) This Agreement covers the following onsite work in conjunction with publicly funded Roadways, Highways, Heavy Engineering, Freeways, Airports, Runways, Heliports, Parking Lots, Playgrounds, and Game Courts.
 1. This Agreement covers operations including, but not limited to, the layout and application of painted traffic stripes and markings, hot thermoplastic traffic stripes and marking, and tape traffic stripes and markings.

 2. This Agreement covers operations including, but not limited to, the layout and application of pavement makers and adhesives and all related surface preparation work (sandblasting, waterblasting, and grinding, etc.).

3. This Agreement covers operations including, but not limited to, the manufacturing, layout, and installation of traffic signs, delineators, object markers, rumble bars, raised traffic bars, guide markers, and all other traffic protective delineating devices related to highway and road work.
 4. This Agreement covers operations including, but not limited to, the abrasive removal of traffic lines and marking utilizing sandblasting, waterblasting, shotblasting, grinding, or any other abrasive removal techniques.
 5. This Agreement covers operations including, but not limited to, the manufacturing, removing, relocating, and installing permanently affixed roadside and parking delineation barricades and guard rails, cable anchors, and reference markers (monument).
- (3) 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.
- (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.

- (5) 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.

SECTION 2 BARGAINING REPRESENTATIVES

A. Unions' Recognition of Collective Bargaining Representative of Employer.

In the event the Union (District Council) enters into any other Agreement with other Employers or Employer Associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations, then such more favorable provisions shall become a part of and apply to this Agreement only in the Geographical Area where such other Agreement is in effect.

B. Employers' Recognition of Union as Collective Bargaining Representative of Employees.

The Employers signatory to this Agreement hereby recognize and acknowledge the Northern District Council of Laborers of the Laborers' International Union of North America, AFL-CIO, as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

C. Access to Project.

Due to the dangerous conditions that exist in a traffic control work zone and the need to maintain proper safety and to protect employees and the general public, union representatives shall notify the Individual Employer prior to accessing the project. While on the jobsite, the union representative shall not interfere with the contractor or the employees while any are engaged in the performance of their job.

SECTION 3 UNION SECURITY, EMPLOYMENT AND DISCHARGE

A. Union Security

- (1) Every person performing work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of the Union on or after the expiration of eight (8) days of employment on such work or following the execution of this Agreement, which ever is later.
- (2) Membership in the Union requires the payment of the Union's uniform initiation fees and dues, including supplemental dues. Failure to pay initiation fees and dues shall result in the employee's termination within two (2) work days of the Union's request to the Individual Employer.
- (3) If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this section, the Collective Bargaining Representative of the Individual Employer and the Union will promptly enter into negotiations with regard to such subject.

- (4) The Individual Employer shall be required to discharge any employee pursuant to this section only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non-compliance with this section, stating all pertinent facts showing such non-compliance, shall have been served upon such Individual Employer and a reasonable time (not to exceed 48 hours) has been allowed for compliance therewith.
- (5) No employee shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of the AGC/Laborers Master Labor Agreement.

B. Employment

- (1) There shall be no restriction on the mobility of workers of the Individual Employers in the 46 Northern California Counties.
- (2) Other than provided in this Agreement the Individual Employer agrees to abide by the hiring hall provisions and procedures of the Union.
- (3) When an Individual Employer submits a request for qualified employees to be dispatched by the Union, they shall make every reasonable effort to notify the Union within twenty-four (24) hours of hire.
- (4) When an employee is dispatched to an Individual Employer by the Union under this Agreement, and the employee arrives at the job site after their designated reporting time, the employee shall be compensated only for the actual hours worked that day. Compensation shall be at the appropriate rate of pay, as defined under the AGC/Laborers Master Traffic Control/Lane Closure agreement.

C. Discharge

- (1) No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.
- (2) The Individual Employer shall be the sole judge of the qualifications of all their employees, and may on such grounds, discharge any of them.
- (3) No employee shall be discharged without just cause.

SECTION 4 RECORDS

Each Individual Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.

SECTION 5 NO CESSATION OF WORK

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow-down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any Individual Employer to comply with the provisions of Sections 3A and 3B hereof or whenever an Individual Employer pays workmen improperly with checks which do not clear for collection. As to any Individual Employer who shall fail or refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Individual Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

SECTION 6 GRIEVANCE PROCEDURES

Any dispute concerning the interpretation or application of the Agreement other than Jurisdictional disputes or a dispute arising out of Section 3A or 3B or a dispute arising out of Section 9A, or a dispute of Section 16 (Health & Welfare Plan, Pension Plan, Vacation-Holiday-Dues Supplement Plan, or Training and Retraining Plan) which said section thereof are specific, shall be subject to the following procedures:

Step 1 - In the event that a dispute arises on a job, it shall be first reported to the Individual Employer Representative at the site, the Steward and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.

A grievance shall be considered null and void if not brought to the attention of the Individual Employer within ten (10) working days after the incident which initiated the alleged grievance occurred.

Step 2 - If unresolved in Step 1 above, within three (3) working days, the alleged grievance shall be reduced to writing and the Business Agent involved shall submit it to the Individual Employer's representative at the site who shall be available and have authority to settle and enforce the settlement of such grievances by mutual agreement of both parties.

Step 3 - In the event the matter remains unresolved in Step 2 above within ten (10) working days, the grievance in writing may then be referred to the Business Agent involved and the Labor Relations Representative of the Employer for discussion and resolution.

Step 4 - If the grievance is not settled in the preceding steps within ten (10) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing. The Unions and the Employers agree to the selection of Gerry McKay as the permanent Arbitrator under this Section. The parties further agree that _____, _____ and _____ respectively shall be the first, second and third alternates to the permanent Arbitrator. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The Arbitrator's decisions shall be confined to the questions posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to, or subtract from, any provision of this Agreement.

The Employers, as well as the Unions, may bring forth grievances under this Section.

SECTION 7 CONTRACT ADMINISTRATION

A trust fund entitled "The Contract Administration Trust Fund" shall be used to provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including the grievance procedure. The contribution into a contract administration trust fund shall not exceed eight cents (\$.08) per hour for each hour paid for or worked. At the discretion of the Trustees of said Trust, contributions to the Contract Administration Trust Fund may be increased by up to five cents (\$.05) per hour during the term of this Agreement. Such increase shall be effective on such dates as determined by the Trustees. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Laborers Northern California Trust Fund Corporation to the Employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

SECTION 8 SUBCONTRACTORS

- A. The terms and conditions of this Agreement insofar as they affect the Individual Employer shall apply equally to any subcontractor under the control of, or working under contract with, such Individual Employer on any work covered by this Agreement which is to be performed at the site of construction, and said subcontractor, with respect to such work, shall be considered the same as the Individual Employer covered hereby.

- B. If an Individual Employer subcontracts any such work, provision shall be made in the subcontract for the observance by the subcontractor of all the terms and conditions of the Agreement. If an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.

- C. A subcontractor is defined as any person (other than an Individual Employer covered hereby), firm, or corporation, who agrees in writing, to perform for or on behalf of any Individual Employer any part of the work covered by this Agreement.
- D. The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract. If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to the Individual Employer and to the subcontractor specifying the nature and amount of such delinquency. If such notice is given, the Individual Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such contractor. In the event the Individual Employer fails to give written notice of a subcontract as required herein, such Individual Employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

SECTION 9 PRODUCTIVITY ENHANCEMENT

- A. The parties recognize that safety and productivity are essential in the traffic control, lane closure industry. It is therefore agreed by the parties that the Union and the Employer will work together to address the special needs of the industry regarding safety and journeymen training to ensure the competitiveness of the Individual Employer.
- B. Management Rights Regarding Substance Abuse: Notwithstanding any other provisions of this agreement, the Individual Employer expressly reserves the right, in its discretion, to undertake the following measures:
 - (1) In the sole discretion of the Individual Employer, requiring covered employees to submit to physical examination by competent medical personnel, selected by the Individual Employer, to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to themselves or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this agreement in a prompt and competent manner. Such tests may include, at the discretion of the Individual Employer, such tests of the employee's bodily fluids as the Individual Employer may reasonably believe will elicit evidence of the employee's use, or non-use, of substances which are reasonably likely to alter or impair the employee's ability to perform his duties in a prompt, competent and safe manner.
 - (2) Random Drug Testing – An Individual Employer may initiate unannounced random testing, a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all employees shall

be subjected to such testing. The Individual Employer may establish two random testing pools; one for DOT regulated employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug-testing program.

- (3) Implementation of rules regarding the discipline and/or discharge of any employees that the Individual Employer determines, as a result of the tests described in subparagraph B-(1), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.
- (4) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request Individual Employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth below in this Agreement.

- C. Department of Transportation Substance Abuse Policy: The parties agree to utilize the stand alone Department of Transportation Substance Abuse Policy as well as the California Highway Patrol Drug and Alcohol regulations for testing qualified employees.

SECTION 10 ADDITIONAL WORK OR CLASSIFICATIONS

This Agreement shall not prevent the Individual Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different material, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different materials, or new or different method or technology and the use of any such machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material or new different method or technology.

It is not the intent of the parties to provide work where no job exists.

SECTION 11 JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

SECTION 12 OVERTIME RATES HOURS AND WORKING CONDITIONS

The parties to this Agreement recognize that there are unique safety concerns involved with applying traffic striping materials to roadways. The hours of work has to be planned around traffic concerns:

A. Work Day

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 X 10) hour day workweek in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates.

B. Lunch

- (1) There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled at approximately mid shift, or as close to mid shift as safety and operational conditions of the specific job will allow.
- (2) If the Individual Employer requires the Employee to perform any work covered by this Agreement through the scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period, and shall be afforded an opportunity to eat on the Individual Employers time.

C. Reckoning of Time

When any employee reports for work and there is no work provided by the Individual Employer he/she shall be paid two (2) hours show-up at the applicable rate. If work is suspended on account of weather, or any other conditions beyond the direct control of the Individual Employer, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather or other condition, unless sent home earlier by the Individual Employer and/or the prime contractor or governing agency. Subsequent to the first two (2) hours of work on any shift, time worked shall be reckoned with by the hour and half-

hour at the applicable rate.

D. Overtime

- (1) One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours a week or eight hours a day and Saturdays.
- (2) Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh consecutive day worked, Sundays and holidays referenced in this Agreement, except as otherwise provided in this Agreement.
- (3) In the event that work cannot be performed Monday through Friday because of inclement weather; major mechanical breakdown, or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Saturday and shall be paid at the applicable straight time rate up to forty (40) hours a week or eight (8) hours a day.
- (4) If for any reason the project owner, prime contractor, awarding agency or government authority imposes limited days and/or hours of availability and work cannot be performed Monday through Friday, work performed on Saturday and Sunday shall be paid at the straight time rate when legally permitted. On Saturday and Sunday, work in excess of the regularly established shift shall be paid at the applicable overtime rate.

Employees who are required to work on jobs subject to limited days and hours of operation, and who have accumulated forty or more hours of work in the preceding week (Monday through Friday inclusive), shall be compensated at the appropriate overtime rate of pay for all hours worked on Saturday and Sunday.

- (5) If and when a workweek of four/tens (4 x 10) is legally permitted to pay straight time up ten (10) hours a day for four (4) days a week, the Individual Employer may work such a schedule Monday through Thursday at ten (10) hours a day. After ten (10) hours per day or forty (40) hours per week, the employee shall be paid at the applicable overtime rate.

On workweeks of four/tens (4 x 10), Friday and Saturday may be designated a straight time make-up day in the event certain work cannot be performed Monday through Thursday because of inclement weather, major mechanical breakdown or other conditions beyond the control of the Individual Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate up to forty (40) hours a week or eight (8) hours a day.

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 shop or yard shall be compensated per hour as referenced in Section 15 Wage Rates and Classifications.

Note: Fringe Benefits contributions are not required for travel time hours.

- (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 Employer 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.

F. SHIFT WORK

There is no requirement to pay a shift differential or a shift premium on shift work.

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 Individual 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 Individual 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 Individual 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 Agreement shall be subject to discipline, up to and including discharge.

SECTION 15 WAGE RATES AND CLASSIFICATIONS

Wage Rates: In each group, two different wage rates will apply for each classification, except for the Striper and related classifications in which wage rates apply for all 46 Northern California counties.

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:	<u>7/01/06</u>	<u>7/01/07</u>	<u>7/01/08</u>	<u>7/01/09</u>	<u>Travel Pay</u>
Journey Person Traffic Rate A: \$24.19	**	**	**	**	\$12.00
Control Person I Rate B: \$23.19	**	**	**	**	\$12.00
(Holds current Individual Employer's supervisor rating. Able to read plans, layout of traffic control, crash cushions construction area and roadside signage)					
Journey Person Traffic Rate A: \$21.69	**	**	**	**	\$12.00
Control Person II Rate B: \$20.69	**	**	**	**	\$12.00
(Installation and removal of temporary / permanent signs, markers, delineators and crash cushions.) Normally works under the supervision of a Journey Traffic Control Person I					

Escort Vehicle Driver guides traffic through the construction zone with the help of the flaggers	Rate A:	\$23.89	**	**	**	\$12.00
	Rate B:	\$22.89	**	**	**	\$12.00

Flag Person	Rate A:	\$23.89	**	**	**	\$12.00
	Rate B:	\$22.89	**	**	**	\$12.00

Laborer Traffic Control

Trainee Classifications:

Stage 1 (2,000 hours only)	\$14.57	**	**	**	\$12.00
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An Individual Employer may employ one (1) Trainee for every one (1) Journey Person Traffic Control Person I on his payroll, fifty (50%) on a project. Provided, the first Laborer on a project will be a Journey Person Traffic Control Person I.

Stripers and Related Classifications

Wage Rates apply for all 46 Northern California Counties.

Effective Dates:	<u>7/01/06</u>	<u>7/01/07</u>	<u>7/01/08</u>	<u>7/01/09</u>	<u>Travel Pay</u>
Journey Person Striper (Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes)	\$25.75	**	**	**	\$17.17
Journey Person Delineating Device Applicator (Installation and removal of signs, markers, delineators, and crash cushions, including Sandblasting, Waterblasting, and Grinding.)	\$25.00	**	**	**	\$16.67
Parking Lots, Gamecourts, & Playgrounds Striper	\$20.30	**	**	**	\$13.53
Striper Trainee Classifications:					
Stage 1 (1 st 2,000 hours)	\$14.57	**	**	**	\$12.00
Stage 2 (2 nd 2,000 hours)	\$15.57	**	**	**	\$12.00
Stage 3 (3 rd 2,000 hours)	\$16.57	**	**	**	\$12.00

Future Increases:	<u>7/01/07</u>	<u>7/01/08</u>	<u>7/01/09</u>
	\$1.95**	\$1.85**	\$1.80**

** To be allocated by the Union. Prior notice will be given to the Individual Employers and Employers regarding the increases in wage and/or fringe benefits, which are effective July 1, 2007, July 1, 2008, and July 1, 2009.

SECTION 16 FRINGE BENEFITS

A. In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pensions Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training and Retraining Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted there under), each Individual Employer shall pay hourly contributions for each paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows:

Effective Dates	7/01/06	7/01/07	7/01/08	7/01/09
Health & Welfare	\$ 5.14	**	**	**
Retiree Health & Welfare	\$ 0.30	**	**	**
Pension	\$ 3.26	**	**	**
Annuity	\$ 1.01	**	**	**
Vacation-Holiday-Dues Supplement	\$ 2.28	**	**	**
Training & Retraining	\$ 0.34	**	**	**
Contract Administration	\$ 0.08			

TOTAL:	\$12.41			

** To be allocated by the Union.

B. Each Individual Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreement specified herein establishing said Funds and any amendment or modifications or amendments or modifications. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory Individual Employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory Individual Employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

- C. The Health and Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the Provisions of the Laborers Pension Trust Fund for Northern California.
- D. The Union and the Employer agree that the Individual Employer covered by this Agreement may continue the coverage of their supervisory personnel above the rank of foreman in the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training and Retraining Trust Fund for Northern California, by paying into all Trust monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in this Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such payment so long as the employee is in his employ.
- E. Joint Labor/Management Training Advancement and Oversight Committee, due to the unique nature of this industry, it is of particular importance for all positions to be staffed with highly trained and competent personnel. To this end, the training advancement and oversight committee will consist of three delegates from labor and three delegates from management. They shall have the duty, and the responsibility, to meet and develop an appropriate training curriculum to fill the needs of this industry.

The Training and Oversight Committee shall monitor and revise the curriculum, processes, and operations of the training program on an ongoing basis to insure the changing needs of the industry continue to be met through the appropriate use of personnel and resources.

SECTION 17 DELINQUENCY WITHDRAWALS

In the event that the Board for Trustees of a Fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 16 hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union withdraws employees from such Individual Employer and such action shall not be a strike or work stoppage within the terms of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

SECTION 18 SECURITY FOR INDIVIDUAL EMPLOYER PAYMENTS INTO TRUST FUNDS

- A. Each Individual Employer delinquent by one (1) or more months in making the payment set forth in Section 16 above shall be notified by mail by the Administrator

of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Individual Employer and to the Union.

- B. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.
- C. All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various Trusts.
- D. If the bond must be used to make any payments under Section 16, the money shall be pro-rated among the amounts owed by such Individual Employer, with the first priority to the Vacation-Holiday-Dues Supplement Trust Fund, and the balance dispersed equally to the Health and Welfare, Pension and Training and Retraining Trusts.
- E. Whenever an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 5 of this Agreement.
- F. Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.
- G. Whenever any Individual Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workmen and place appropriate pickets at the premises of the Individual Employer or places where said Individual Employer is performing work.

SECTION 19 SUPPLEMENTAL DUES

Effective for all work performed on and after June 28, 1999, it is agreed that upon authorization as required by law, the amount of sixty-three cents (\$.63) per hour for each hour paid for or worked shall be transmitted from the Vacation-Holiday benefit of each workman and shall be remitted directly to the Union. This amount of sixty-three cents (\$.63) shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement set to the workman. Such remittance shall be made to the Union not less than twice per year.

SECTION 20 GEOGRAPHIC AND MARKET CONDITIONS

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement; to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

SECTION 21 GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

SECTION 22 CHANGE OF NAME OR STYLE

- A. This Agreement is binding upon each Individual Employer regardless of whether he or it changes the name or style or address of his or its business. Each Individual Employer shall give notice in writing to said District Council of any intent to change the name, style or address of his or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different same, style or address, or the addition of new names or styles or addresses, as specified herein.
- B. Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

SECTION 23 WARRANTY

Each of the persons executing this Agreement on behalf of their respective Individual Employers or Unions hereby warrants his authority to execute this Agreement and to bind the respective party on whose behalf he signs.

SECTION 24 SUBSISTENCE

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.

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.

