PROJECT LABOR AGREEMENT
FOR SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
JUDY K. SOUZA OPERATIONS FACILITY, PARKING STRUCTURE AND RELATED
SITE CONDITIONS (IFB 12-23)
INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during Santa Cruz Metropolitan Transit District’s (“the District”) Judy K. Souza Operations Facility, Parking Structure and Related Site Work Project (the Project”) and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the successful completion of the Project is of the utmost importance to District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Monterey/Santa Cruz Building and Construction Trades Council (“the Council”) and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the
Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this agreement is to avoid the tensions that might arise on the Project if union and nonunion workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and Federal laws and regulations; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "District" means the Santa Cruz Metropolitan Transit District and its public employees, including managerial personnel.

1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation,
or combination thereof, including joint ventures, that is an independent business enterprise and has entered into a contract with the District or Project Manager or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.

1.4 “Construction Contract” means the public works or improvement contracts awarded by the District after execution of this Agreement that are necessary to complete the Project.

1.5 “Project” means the construction of the new Judy K. Souza Operations Facility, Parking Structure and Related Site Work Project located at 1200 River Street in Santa Cruz, California. The Judy K. Souza Operations Facility, Parking Structure and Related Site Work Project consists of the projects as defined in Section 2.2 of this Agreement. The Project does not include any other District construction, including construction or renovation, if any, of existing District facilities.

1.6 “Union” or “Unions” means the Monterey/Santa Cruz Building and Construction Trades Council, AFL-CIO (“the Council”) and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

1.7 “Project Manager” means the business entity or District Employee designated by the District to oversee all phases of construction on the Project and is, at this time, Frank Cheng, a District Employee.

1.8 “Master Agreement” means the Master Collective Bargaining Agreement of each craft union signatory hereto.

1.9 “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto, copies of which shall be on file with the District.
ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to the District and all Contractors/Employers performing construction contracts on the Project including surveying and on-site testing and inspection where such work is traditionally covered by a collective bargaining agreement with a Union and the Council and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 Project Description: The Agreement shall govern the award of all Construction Contracts identified by the District as part of the Project. Attachment B, attached to this Agreement and incorporated herein by reference, is a list of bid packages to be covered by this Agreement. For the purposes of this Agreement, the Project shall be considered completed upon filing of a Notice of Completion, or otherwise provided by applicable State law.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, on-site construction, alteration, painting or repair of buildings, structures, modular furniture installations, and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, on-site soils and material inspection and testing, and demolition of any existing structures, required to be performed to complete the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all on-site fabrication work over which the Prime Contractor(s) or its Subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) This agreement also covers all off-site work, including fabrication traditionally performed by the Unions, that is part of the Project, provided such off-site work is
covered by a current "Master Agreement" or "Schedule A" Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill and/or mud shall be covered by the terms and conditions of this Agreement.

2.4 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the master collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the master collective bargaining agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Grievance Committee and the grievance arbitration procedure set forth herein.

2.5 Work covered by the Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such work.

2.6 Exclusions

(1) The Agreement shall be limited to construction work on the Project.

(2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are not included in the Project.

(3) The Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except
those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management.

(4) This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.7 **Award of Contracts:** It is understood and agreed that the District and/or Contractor as appropriate have the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

**ARTICLE III**

**EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Attachment A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor’s failure to pay the wages and benefits required by
this Agreement except as required by the provisions of the California Labor Code.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A’s, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the
Project or at any other facility of the District because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor/Employer on any other project. It shall not be considered a violation of this Article if labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor/Employers on projects other than the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

(3) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract for work covered under this Agreement and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor/Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on the project within seven (7) days after the effective date of the new or modified Master Agreement.

4.2 Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:
(1) A party invoking this procedure shall notify Thomas Angelo, as the permanent
arbitrator, or, Robert Hirsch, as the alternate under this procedure. In the event that
the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is
available, then a selection shall be made from the list of arbitrators in Article 12.2. Notice to the
arbitrator shall be by the most expeditious means available, with notices by facsimile or
telephone to the party alleged to be in violation and to the Council and involved local Union if a
Union is alleged to be in violation.

(2) Upon receipt of said notice, the District will contact the designated
arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four
(24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place
and time for the hearing. Said hearing shall be completed in one session, which, with appropriate
recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise
agreed upon by all parties. A failure of any party to attend said hearings shall not delay the
hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article
IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider
any matter of justification, explanation or mitigation of such violation or to award damages,
which issue is reserved for court proceedings, if any. The award shall be issued in writing within
three (3) hours after the close of the hearing, and may be issued without a written opinion. If any
party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall
not delay compliance with or enforcement of the award. The arbitrator may order cessation of the
violation of this Article and other appropriate relief and such award shall be served on all parties
by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon
the filing of this Agreement and all other relevant documents referred to above in the following
manner. Written notice of the filing of such enforcement proceedings shall be given to the other
party. In the proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party’s right to participate in a hearing for a final order or enforcement. The Court’s order or orders enforcing the arbitrator’s award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

**ARTICLE V**

**PRECONSTRUCTION CONFERENCE**

5.1 A preconstruction conference shall be held prior to the commencement of each construction phase. Such conference shall be attended by a representative each from the participating Contractor/Employers and Union(s) and the Project Manager.

**ARTICLE VI**

**NO DISCRIMINATION**

6.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground of or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS-Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Project.

**ARTICLE VII**

**UNION SECURITY**

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining
representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractor/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before 8 days of cumulative employment on the Project. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project.

**ARTICLE VIII**

**REFERRAL**

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate
Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor’s request to transfer key employees to work on this Project in a manner consistent with the Union’s referral procedures.

**ARTICLE IX**

**BENEFITS**

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 **Wages, Hours, Terms and Conditions of Employment:** The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail.
When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 **Holidays:** The only recognized holidays on the Project shall be New Year’s Day, Presidents’ Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day After Thanksgiving and Christmas Day. If a holiday falls on a Saturday, it shall be recognized on the preceding Friday. If a holiday falls on a Sunday, it shall be recognized on the following Monday. Under no circumstances shall work be performed on Labor Day, except in the case of an emergency that could result in physical harm or destruction of property.

**ARTICLE X**

**EMPLOYEE GRIEVANCE PROCEDURE**

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

**ARTICLE XI**

**COMPLIANCE**

11.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors/Employers’ compliance with this Agreement.
ARTICLE XII

GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable, to resolve the dispute within the five (5) business days after its referral to Step 1, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an
arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Barry Winogard
3. Mathew Goldberg
4. Robert Hirsch
5. Jeri-Lou Cossack

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.
ARTICLE XIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES:
NORTHERN CALIFORNIA PLAN FOR THE SETTLEMENT OF JURISDICTIONAL
DISPUTES IN THE CONSTRUCTION INDUSTRY

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the Monterey & Santa Cruz Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and District will be advised in advance of all such
conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE XIV**

**APPRENTICES**

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

**ARTICLE XV**

**MANAGEMENT RIGHTS**

15.1 The Contractor/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE XVI**

**HELMETS TO HARDHATS**

16.1 The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment
(hereinafter “Center) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

16.2 The Unions and Contractor/Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVII

DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union’s Schedule A.

ARTICLE XVIII TERM

SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

18.2 The parties also agree that in the event that a decision of a court of competent
jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

**ARTICLE XIX TERM**

19.1 The Agreement shall be included as a condition of the award of construction contracts for the Project.

19.2 The Agreement shall continue in full force and effect until the completion of the Project.

**SANTA CRUZ METRO TRANSIT DISTRICT**

By [Signature] Date 7-12-12

**MONTEREY/SANTA CRUZ BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO (COUNCIL)**

By [Signature] Date 7-16-12
SIGNATURE BLOCKS FOR UNIONS

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, LOCAL LODGE 549

By: [Signature]
Title: Assistant Business Manager

BRICKLAYERS, TILESSETTERS AND ALLIED CRAFT WORKERS LOCAL 3

By: [Signature]
Title: [Signature]

DISTRICT COUNCIL 16 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

On behalf of:
CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12; GLAZIERS, ARCHITECTURAL METAL, AND GLASSWORKERS LOCAL UNION 1621; PAINTERS & TAPERS LOCAL UNION 272

By: [Signature]
Title: [Signature]

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 8

By: [Signature]
Title: [Signature]

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 234

By: [Signature]
Title: [Signature]
SIGNATURE BLOCKS FOR UNIONS

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, LOCAL LODGE 549
By: __________________________
Title: _________________________

BRICKLAYERS, TILESETTERS AND ALLIED CRAFTWORKERS LOCAL 3
By: ____________________________
Title: _________________________

DISTRICT COUNCIL 16 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
On behalf of:
CARPET, LINO LEUM AND SOFT TILE WORKERS, LOCAL 12; GLAZIERS, ARCHITECTURAL METAL, AND GLASSWORKERS LOCAL UNION 1621; PAINTERS & TAPERS LOCAL UNION 272
By: ____________________________
Title: _________________________

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 8
By: ____________________________
Title: _________________________

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 234
By: ____________________________
Title: _________________________
SIGNATURE BLOCKS FOR UNIONS

THE INTERNATIONAL BROTHERHOOD OF BOILERMakers, LOCAL LODGE 549

By: ____________________________

Title: __________________________

BRICKLAYERS, TILESETTERS AND ALLIED CRAFTWORKERS LOCAL 3

By: ____________________________

Title: __________________________

DISTRICT COUNCIL 16 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

On behalf of:
CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12; GLAZIERS, ARCHITECTURAL METAL, AND GLASSWORKERS LOCAL UNION 1621; PAINTERS & TAPERS LOCAL UNION 272

By: ____________________________

Title: __________________________

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 8

By: ____________________________

Title: __________________________

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 234

By: ____________________________

Title: __________________________
SIGNATURE BLOCKS FOR UNIONS

THE INTERNATIONAL BROTHERHOOD OF BOILERMakers, LOCAL LODGE 549

By: ____________________________

Title: ____________________________

BRICKLAYERS, TILESETTERS AND ALLIED CRAFTWORKERS LOCAL 3

By: ____________________________

Title: ____________________________

DISTRICT COUNCIL 16 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

On behalf of:
CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12; GLAZIERS, ARCHITECTURAL METAL, AND GLASSWORKERS LOCAL UNION 1621; PAINTERS & TAPERS LOCAL UNION 272

By: ____________________________

Title: ____________________________

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 8

By: ____________________________

Title: BUSINESS REPRESENTATIVE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 234

By: ____________________________

Title: ____________________________
SIGNATURE BLOCKS FOR UNIONS

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, LOCAL LODGE 549

By: __________________________

Title: _________________________

BRICKLAYERS, TILESETTERS AND ALLIED CRAFTWORKERS LOCAL 3

By: __________________________

Title: _________________________

DISTRICT COUNCIL 16 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

On behalf of:
CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12; GLAZIERS, ARCHITECTURAL METAL, AND GLASSWORKERS LOCAL UNION 1621; PAINTERS & TAPERS LOCAL UNION 272

By: __________________________

Title: _________________________

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 8

By: __________________________

Title: _________________________

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 234

By: __________________________

Title: BUSINESS MANAGER
HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL 16

By: Mel Breshears
Title: Business Representative

IRONWORKERS LOCAL UNION 377

By: 
Title: 

LABORERS LOCAL 270

By: 
Title: 

OPERATIVE PLASTERERS' AND CEMENT MASONS' LOCAL UNION # 300 OF NORTHERN CALIFORNIA

By: 
Title: 

OPERATING ENGINEERS LOCAL UNION NO. 3

By: 
Title: 

PLUMBERS AND STEAMFITTERS LOCAL 62

By: 
Title: 

21
HEAT & FROST INSULATORS & ALLIED
WORKERS LOCAL 16

By: ___________________________

Title: __________________________

IRONWORKERS LOCAL UNION 377

By: ___________________________

Title: Business Manager

LABORERS LOCAL 270

By: ___________________________

Title: __________________________

OPERATIVE PLASTERERS' AND CEMENT
Masons' Local Union #300 of Northern
California

By: ___________________________

Title: __________________________

OPERATING ENGINEERS LOCAL UNION NO. 3

By: ___________________________

Title: __________________________

PLUMBERS AND STEAMFITTERS LOCAL 62

By: ___________________________

Title: __________________________
HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL 16

By: __________________________

Title: __________________________

IRONWORKERS LOCAL UNION 377

By: __________________________

Title: __________________________

LABORERS LOCAL 270 – LIUNA

By: __________________________

Title: __________________________

OPERATIVE PLASTERERS’ AND CEMENT MASON’S LOCAL UNION # 300 OF NORTHERN CALIFORNIA

By: __________________________

Title: __________________________

OPERATING ENGINEERS LOCAL UNION NO. 3

By: __________________________

Title: __________________________

PLUMBERS AND STEAMFITTERS LOCAL 62

By: __________________________

Title: __________________________
HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL 16

By: __________________________

Title: __________________________

IRONWORKERS LOCAL UNION 377

By: __________________________

Title: __________________________

LABORERS LOCAL 270

By: __________________________

Title: __________________________

OPERATIVE PLASTERERS' AND CEMENT MASON'S LOCAL UNION # 300 OF NORTHERN CALIFORNIA

By: __________________________

Title: __________________________

OPERATING ENGINEERS LOCAL UNION NO. 3

By: __________________________

Title: __________________________

PLUMBERS AND STEAMFITTERS LOCAL 62

By: __________________________

Title: __________________________
HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL 16

By: ______________________________
Title: ______________________________

IRONWORKERS LOCAL UNION 377

By: ______________________________
Title: ______________________________

LABORERS LOCAL 270

By: ______________________________
Title: ______________________________

OPERATIVE PLASTERERS’ AND CEMENT MASONS’ LOCAL UNION # 300 OF NORTHERN CALIFORNIA

By: ______________________________
Title: ______________________________

OPERATING ENGINEERS LOCAL UNION NO. 3

By: ______________________________
Title: Business Manager

PLUMBERS AND STEAMFITTERS LOCAL 62

By: ______________________________
Title: ______________________________
HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL 16

By: 
Title: 

IRONWORKERS LOCAL UNION 377

By: 
Title: 

LABORERS LOCAL 270

By: 
Title: 

OPERATIVE PLASTERERS' AND CEMENT MASONS' LOCAL UNION # 300 OF NORTHERN CALIFORNIA

By: 
Title: 

OPERATING ENGINEERS LOCAL UNION NO. 3

By: 
Title: 

PLUMBERS AND STEAMFITTERS LOCAL 62

By: 
Title: Business Manager
ROOFERS AND WATERPROOFERS
UNION LOCAL 95
By: Robert Brown
Title: Business Manager

SHEET METAL WORKERS LOCAL UNION NO. 104
By: 
Title: 

ROAD SPRINKLER FITTERS LOCAL UNION 669
By: 
Title: 

GENERAL TEAMSTERS UNION LOCAL 912
By: 
Title: 

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL
By: 
Title: 

1/661857
ROOFERS AND WATERPROOFERS
UNION LOCAL 95

By: ______________________
Title: ____________________

SHEET METAL WORKERS LOCAL UNION NO. 104

By: ______________________

ROAD SPRINKLER FITTERS LOCAL UNION 669

By: ______________________
Title: ____________________

GENERAL TEAMSTERS UNION LOCAL 912

By: ______________________
Title: ____________________

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

By: ______________________
Title: ____________________
ROOFERS AND WATERPROOFERS UNION LOCAL 95
By: ______________________
Title: ____________________

SHEET METAL WORKERS LOCAL UNION NO. 104
By: ______________________
Title: ____________________

ROAD SPRINKLER FITTERS LOCAL UNION 669
By: ______________________
Title: ____________________

GENERAL TEAMSTERS UNION LOCAL 912
By: ______________________
Title: ____________________

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL
By: ______________________
Title: ____________________

1/661857
ROOFERS AND WATERPROOFERS
UNION LOCAL 95
By: ___________________
Title: ___________________

SHEET METAL WORKERS LOCAL UNION NO. 164
By: ___________________
Title: ___________________

ROAD SPRINKLER FITTERS LOCAL UNION 669
By: ___________________
Title: ___________________

GENERAL TEAMSTERS UNION LOCAL 912
By: ___________________
Title: Secretary - Treasurer

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL
By: ___________________
Title: ___________________
ROOFERS AND WATERPROOFERS
UNION LOCAL 95

By: ________________________

Title: _______________________

SHEET METAL WORKERS LOCAL UNION NO. 104

By: ________________________

Title: _______________________

ROAD SPRINKLER FITTERS LOCAL UNION 669

By: ________________________

Title: _______________________

GENERAL TEAMSTERS UNION LOCAL 912

By: ________________________

Title: _______________________

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL

By: ________________________

Title: Executive Officer