

**RECOGNITION AND ACCRETION AGREEMENT**

**BY AND BETWEEN**

**SMART Local 23 (Formerly UTU)**

**SEIU Local 521**

**AND**

**Santa Cruz Metropolitan Transit District ("METRO")**

**Regarding**

**Bargaining Unit: METRO ParaCruz Reservationist**

WHEREAS, the SMART Local 23 (formerly UTU) was certified by the Santa Cruz County Elections Department, Santa Cruz County, California as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment for the employees classified as ParaCruz Reservationist; and,

WHEREAS, METRO has recognized SMART Local 23 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment for the employees of the production unit at ParaCruz; and,

WHEREAS, METRO ParaCruz employees who are classified as Reservationist should be accreted into the existing SEIU 521 bargaining unit based on a community of interest between ParaCruz Reservationist and those classifications currently included in the SEIU 521 bargaining unit for which the SMART Local 23 was certified as the exclusive representative; and,

WHEREAS, METRO acknowledges and agrees that a majority of ParaCruz Reservationists have authorized SEIU 521 to represent them for purposes of collective bargaining within the meaning of Section 9 of the National Labor Relations Act;

IT IS HEREBY AGREED THAT:

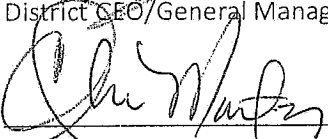
1. SMART Local 23 hereby releases interest in the representation of METRO ParaCruz Reservationists for purposes of collective bargaining and exclusive representation effective June 30, 2016.
2. METRO recognizes the SEIU Local 521 as the exclusive representative, for purposes of collective bargaining under Section 9 of the National Labor Relations Act, of all ParaCruz Reservationists employed by METRO.
3. METRO agrees to accrete the ParaCruz Reservationists to the above-described bargaining unit, SEIU Local 521, for which the UTU was certified as the exclusive representative, and all rights and benefits shall remain until a successor agreement is reached by the parties; and,

4. METRO and the SEIU 521 agree that the terms and conditions of employment of the ParaCruz Reservationists shall be negotiated as part of the negotiations for a successor collective bargaining agreement covering the above-described bargaining unit for which the SMART Local 23 was certified as the exclusive representative.
5. Upon execution of this Agreement, effective June 30, 2016 ParaCruz Reservationists shall be converted to Customer Service Representatives and subject to the terms and conditions of employment contained in the existing Agreement between SEIU, Local 521 and the Santa Cruz Metropolitan Transit District (METRO). All affected employees shall relinquish any rights confirmed by the Agreement between SMART/UTU, Local 23 (ParaCruz Operations) and METRO.


Signature:

  
\_\_\_\_\_  
Alex Clifford, Santa Cruz Metropolitan Transit  
District CEO/General Manager

6/24/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Olivia Martinez, SEIU Local 521

6/24/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Eduardo Montesino, SMART Local 23

6/24/16  
\_\_\_\_\_  
Date

### Side Agreement to SEIU and UTU Contracts

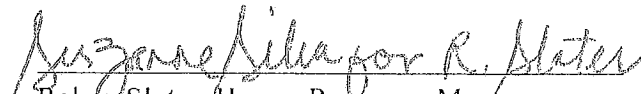
Service Employees International Union, Local 521 (SEIU), United Transportation Union/Sheet Metal, Air, Rail and Transportation Workers (UTU/SMART), and the Santa Cruz Metropolitan Transit District (METRO), hereinafter "the Parties", agree as follows:

1. It is the intent of the parties to create a single classification from the now existing classifications of "Customer Service Representative" exclusively represented by SEIU, and "ParaCruz Reservationist" exclusively represented by UTU/SMART. The duties of these classifications shall be merged into a single job description combining the job duties of both of the above classifications. The attached revised class specification for the Customer Service Representative (Attachment 1) has been reviewed and approved by the Parties.
2. As a consequence of #1 above, the duties of the Customer Service Coordinator, exclusively represented by SEIU, shall also include additional duties related to work currently performed by the ParaCruz Reservationists. The Customer Service Coordinator class specification has been revised with input by SEIU. The current Customer Service Coordinator class specification requires three (3) years of experience as a Customer Service Representative, and this has been incorporated into the minimum requirements of the revised class specification. The attached revised class specification for the Customer Service Coordinator (Attachment 2) has been reviewed and approved by the Parties.
3. In the event it is deemed necessary, the parties shall work cooperatively to file a Petition for Modification with the State Conciliation Service of the Department of Labor, including the execution of a Stipulation to Modify their units and/or a Consent to Election Agreement. Each party shall use its best efforts to timely accomplish any and all actions necessary to prosecute the approval of this unit modification. Further, the union parties represent that they have discussed this proposal with their members who are in agreement with the change in bargaining unit and job duties.
4. Once the new Customer Service Representative class specification is approved by METRO's Board of Directors, the ParaCruz Reservationist class specification will be retired and UTU/SMART Local 23 hereby releases interest in the representation of METRO ParaCruz Reservationists for purposes of collective bargaining and exclusive representation effective the date of this agreement. METRO agrees to recognize SEIU Local 521 as the exclusive representative, for purposes of collective bargaining under Section 9 of the National Labor Relations Act, of all ParaCruz Reservationists employed by METRO, pursuant to #1 above, and agrees to accrete the positions into the existing SEIU 521 bargaining unit as Customer Service Representatives based on a community of interest between the classifications.
5. The salary schedule for the new Customer Service Representative class specification position description has been revised to reflect a \$0.20 wage increase for each base step (Attachment 3).

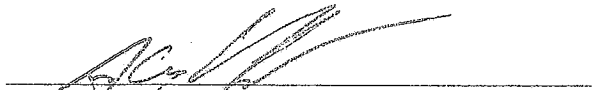
If approved by METRO's Board of Directors on June 24, 2016, the Customer Service Representative pay table will become effective June 30, 2016.

6. It is agreed to by the parties that the recruitment for the revised Customer Service Coordinator position will be internal and conducted in accordance with METRO's Personnel Rules and Regulations. All METRO employees meeting the minimum qualifications for the position will be invited to participate in testing with passing internal candidates invited to interview. If a METRO employee is not selected, all parties agree that METRO can commence an external recruitment.
7. When performed, a Comprehensive Salary Survey/Review (CSS/R) will include the Customer Service classification group. Implementation of a CSS/R will be negotiated at a later date.
8. For converted Customer Service Representatives, seniority within the new Customer Service Representative classification shall be defined as seniority in METRO service for all Memorandum of Understanding articles relating to SEA, classification date, and seniority within a classification.
9. It is the intent of the parties that no precedence is set by these actions.


The undersigned have reviewed this side agreement and agree that this is the full and final agreement of the parties regarding these articles.

  
 Robyn Slater, Human Resources Manager

6/24/16  
 Date

  
 Alex Clifford, CEO/General Manager


6/24/16  
 Date

  
 Olivia Martinez, SEIU Representative


6/24/16  
 Date

  
 Jean Jeffries, SEIU Representative

6/24/16  
 Date

  
 Eduardo Montesino, UTU/SMART Representative

6/24/16  
 Date

  
 Ciro Aguirre, Chief Operations Officer

6/24/16  
 Date

**Attachment 3  
to Side Agreement**

Effective December 31, 2015

	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL	
SEA SALARY SCHEDULE																			
CUSTOMER SERVICE REP (ORIGINAL)	18.18	19.09	20.00	19.08	20.03	20.98	20.04	21.04	22.04	21.01	22.06	23.11	22.06	23.16	24.26	23.18	24.34	25.50	

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

Effective June 30, 2016

	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL	
SEA SALARY SCHEDULE																			
CUSTOMER SERVICE REP (NEW)	18.38	19.30	20.22	19.28	20.24	21.20	20.24	21.25	22.26	21.21	22.27	23.33	22.28	23.37	24.48	23.38	24.55	25.72	

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

**Article 10.2 Longevity**

"METRO shall compensate an employee with longevity increments as follows:  
5% of the base salary after ten (10) years of continuous service,  
an additional 5% of the base salary after fifteen (15) years of continuous service."

**Calculation Method:**

Step 1: Calculate 5 % of the Base (Base Step x 0.05)  
Step 2: Base Step + 5% of the Base (as calculated in Step 1) to calculate L (10 Years)  
Step 3: Base Step + 2 x 5% of the Base (as calculated in Step 1) to calculate LL (15 Years)

**Agreement**

Article 10.1 Pay Rates  
Agree to pay scales as provided above.

Date 6/24/16

\_\_\_\_\_  
Alex Clifford, CEO/General Manager, Santa Cruz METRO

\_\_\_\_\_  
Joan Jeffries, President, SEA Chapter



**ARTICLE 5  
RATES OF PAY**

5.03 Base Wage Rates and Regular Wage Rates

C. Pay rates for ParaCruz employees have been **modified** by:

- 0% effective June 15, 2017
- 0% effective June 14, 2018
- 2% effective June 13, 2019

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**ARTICLE 13  
ANNUAL LEAVE**

13.01 Accruals

A. Classifications within the representation unit shall accrue Annual Leave while in paid status and in accordance with the following rate based on METRO seniority (except as otherwise stated in this Labor Agreement):

Metro Seniority	Hourly Accrual Rate	Approximate days per year
Through 4 years	0.0480	12.5
5 through 9	0.0788	20.5
10 through 13	0.0980	25.5
14 through 16	0.1096	28.5
17 and over	0.1173	30.5

- The above change in Accruals will begin with the pay period starting July 14, 2016

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**ARTICLE 25  
EFFECTIVE DATE-DURATION-TERMINATION**

25.01 Effective Date-Duration-Termination


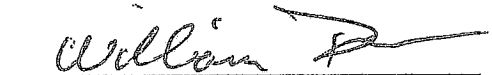
- A. Except as otherwise provided herein, this Agreement shall be made effective **July 1, 2016**, and shall remain in full force and effect to and including **June 30, 2019** and shall continue in effect for additional periods of one (1) year thereafter, unless notice in writing of termination has been served by either party upon the other no later than ninety (90) calendar days prior to this expiration date or any subsequent yearly period. The duration of and termination date of this Agreement shall remain in full force and effect regardless of the Local Union's affiliation with, or disaffiliation from, any International Union.
- B. Any requests to modify or change this Agreement or any portion thereof shall be made in writing and shall be served on the other party no later than ninety (90) calendar days prior to **June 30, 2019**, and in the event the Agreement is in effect after that date, by reason of the provisions of subsection (A) hereof, not later than ninety (90) calendar days prior to the expiration date of any subsequent yearly period. Should any party desire to open Article five (5) and twenty-five (25) of this Agreement for the purpose of extending the Agreement for additional years, said party shall make such request in writing to the other party not later than ninety (90) calendar days prior to June 30, 2017. The Collective Bargaining process required to address an extension of this Agreement shall only be commenced upon the mutual agreement of both parties.

This agreement is entered into by the SMART/ United Transportation Union, Local 23 and the Santa Cruz Metropolitan Transit District June 24, 2016, and is executed on behalf of the parties by the following signatories:

**Santa Cruz Metropolitan Transit District**

  
\_\_\_\_\_  
Alex Clifford, Chief Executive Officer  
\_\_\_\_\_  
Ciro Aguirre, Chief Operating Officer

**United Transportation Union, Local 23**

  
\_\_\_\_\_  
Eduardo Montesino, General Chairperson  
\_\_\_\_\_  
William Dove, Vice Chairperson  
\_\_\_\_\_  
Alicia Hernandez, Vice Chairperson



**ARTICLE 5  
RATES OF PAY**

5.02 Operator Base Wage Rates of Pay

The following base wage rates shall be in effect:

<u>Length of Service</u>	<u>Step</u>	<u>June 17</u>	<u>June 18</u>	<u>June 19</u>
After 6 years	9	\$29.92	\$29.92	\$30.52
After 5 years	8	\$28.50	\$28.50	\$29.07
After 4 years	7	\$27.09	\$27.09	\$27.63
After 3 years	6	\$25.67	\$25.67	\$26.18
After 2 years	5	\$24.28	\$24.28	\$24.77
After 1 year	4	\$22.86	\$22.86	\$23.32
After 6 months	3	\$21.50	\$21.50	\$21.93
Fully qualified	2	\$18.08	\$18.08	\$18.44
Upon date of hire	1	\$15.67	\$15.67	\$15.98

**An increase of 0% shall be effective June 15, 2017**

**An increase of 0% shall be effective June 14, 2018**

**An increase of 2% shall be effective June 13, 2019**

\*\*\*\*\*

**ARTICLE 13  
ANNUAL LEAVE**

13.01 Accruals

- B. Classifications within the representation unit are guaranteed forty (40) hours of work per week (unless waived) and shall accrue Annual Leave based on the forty (40) hours per week as long as the employee is in paid status for at least forty (40) hours for the week. In no case shall an employee accrue annual leave for work in excess of forty (40) hours per week.
- C. Such accruals shall be in accordance with the following rate based on **Metro** seniority (except as otherwise stated in this Labor Agreement):

<b>Metro Seniority</b>	<b>Hourly Accrual Rate</b>	<b>Approximate days per year</b>
<b>Through 4 years</b>	<b>0.0480</b>	<b>12.5</b>
<b>5 through 9</b>	<b>0.0788</b>	<b>20.5</b>
<b>10 through 13</b>	<b>0.0980</b>	<b>25.5</b>
<b>14 through 16</b>	<b>0.1096</b>	<b>28.5</b>
<b>17 and over</b>	<b>0.1173</b>	<b>30.5</b>

- The above change in Accruals will begin with the pay period starting July 14, 2016

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**ARTICLE 14  
LEAVES OF ABSENCE**

14.01 General Leaves of Absence

- E. Authorized Number of Operators on General Leave:

Operators allowed off on General Leave of Absence at any one time will be as follows:

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>
<b>Current</b>	0	0	0	1	1	2
<b>New</b>	1	1	1	2	2	3
	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<b>Current</b>	3	3	1	1	0	0
<b>New</b>	4	4	2	2	1	1

- Operators taking advantage of the added General Leave slot each month shall do so without pay and not use paid leaves or accruals.
- The one added General Leave slot per month terminates on June 30, 2019, and General Leaves revert to the Current state noted above.
- The new additional one slot per month of General Leave becomes effective 7/1/16 through June 2019.

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**ARTICLE 25**  
**EFFECTIVE DATE-DURATION-TERMINATION**

25.01 Effective Date-Duration-Termination

- A. Except as otherwise provided herein, this Agreement shall be made effective **July 1, 2016**, and shall remain in full force and effect to and including **June 30, 2019** and shall continue in effect for additional periods of one (1) year thereafter, unless notice in writing of termination has been served by either party upon the other no later than ninety (90) calendar days prior to this expiration date or any subsequent yearly period. The duration of and termination date of this Agreement shall remain in full force and effect regardless of the Local Union's affiliation with, or disaffiliation from, any International Union.
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**Santa Cruz Metropolitan Transit District**

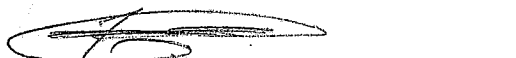
  
\_\_\_\_\_  
Alex Clifford, Chief Executive Officer

  
\_\_\_\_\_  
Ciro Aguirre, Chief Operating Officer

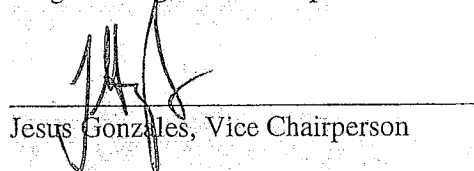
**United Transportation Union, Local 23**

  
\_\_\_\_\_  
Eduardo Montesino, General Chairperson

  
\_\_\_\_\_  
Mario Torres, Vice Chairperson

  
\_\_\_\_\_  
Francisco Calderon, Vice Chairperson

  
\_\_\_\_\_  
Sergio Tabag, Vice Chairperson

  
\_\_\_\_\_  
Jesus Gonzales, Vice Chairperson