

**ARTICLE 5
RATES OF PAY**

5.02 Operator Base Wage Rates of Pay

The following base wage rates shall be in effect and UTU agrees to forgo the agreed upon 2% increase effective the pay period beginning August 27, 2015:

<u>Length of Service</u>	<u>Step</u>	<u>pay period</u>		
		<u>beginning 8/27/15</u>	<u>June 16</u>	<u>June 17</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 the pay period beginning August 27, 2015

An increase of 0% shall be effective June 16, 2016

An increase of 2% shall be effective June 15, 2017

**ARTICLE 13
ANNUAL LEAVE**

13.01 Accruals

- C. Such accruals shall be 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	0.0519	13.5
5 through 9	0.0827	21.5
10 through 13	0.1019	26.5
14 through 16	0.1135	29.5
17 and over	0.1212	31.5

13.02 Scheduling of Annual Leave

Changes effective July 15, 2015, for a trial period of 3-months, ending October 15, 2015. After which time a review will be conducted between the Chief Operating Officer (COO) and United Transportation Union, Local 23 (UTU) to agree upon an extension for the remainder of this Agreement or to revert back to previous Labor Agreement language.

- C. The Annual Leave Calendar for the following quarterly work period will remain open to all Operators on a first-come, first-serve basis, regardless of an Operator's classification seniority. All requests must be submitted by the Operator by 10:00am **two (2) days in advance**. Signing on Annual Leave for days that are left open on a first-come, first-served basis shall be handled as follows:

An Operator shall fill out a "Request for Time Off" form indicating the date(s) on the calendar that she wishes. This form shall be turned in at the Base Dispatch desk and a copy returned to the Operator making the request. The Scheduling Department shall respond in writing to the Operator by 12:00 noon **on the first day (holidays excluded)** following the date the request was submitted.

No later than each Tuesday, Metro shall make available at each Base an updated copy of the Annual Leave Calendar. The calendar shall indicate the spaces guaranteed and open spaces remaining from the current date through the end of the period available for sign up at the most recent quarterly bid sign-up.

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, 2015**, and shall remain in full force and effect to and including **June 30, 2018** 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, 2018**, 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 United Transportation Union, Local 23 and the Santa Cruz Metropolitan Transit District August 1, 2015, and is executed on behalf of the parties by the following signatories:

Santa Cruz Metropolitan
Transit District



Alex Clifford, Chief Executive 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