

**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):

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

**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>
Current	0	0	0	1	1	2
New	1	1	1	2	2	3
	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Current	3	3	1	1	0	0
New	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.

**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

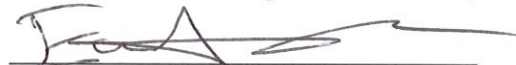


Alex Clifford, Chief Executive Officer



Ciro Aguirre, Chief Operating Officer


United Transportation Union, Local 23



Eduardo Montesino, General Chairperson



Mario Torres, Vice Chairperson



Francisco Calderon, Vice Chairperson



Sergio Tabag, Vice Chairperson



Jesus Gonzales, Vice Chairperson