

**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:

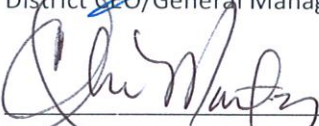
1. SMART Local 23 hereby releases interest in the representation of METRO ParaCruz Reservationists for purposes of collective bargaining and exclusive representation effective June 30, 2016.
2. METRO recognizes the SEIU Local 521 as the exclusive representative, for purposes of collective bargaining 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.

  
 Suzanne Silveira R. Slater  
 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

  
 Joan 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	22.26	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