



AMALGAMATED TRANSIT UNION

LOCAL 265

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AFL-CIO

1902 Charter Seal

February 28, 2025

Brothers and Sisters,

Over the past few days, VTA has released multiple memos outlining their proposals, including the most recent one regarding employee pay during a potential work stoppage. Let me be clear—this memo is completely inaccurate. It is unlawful for them to deny employees the right to use earned sick time and withhold pay for earned vacation is simply wrong.

This is nothing more than a **SCARE TACTIC** that exposes the true character of VTA's executive leadership. We cannot allow this to divide us. We anticipated they would stoop to new lows, and we expect more of the same. Their response is not only petty but also driven by spite. It's clear they have no real interest in reaching a fair compromise anytime soon.

This was made abundantly clear at today's 2 PM meeting where we received VTA's LAST, BEST and FINAL. It's the same 9% over 3 years (4%/ 3%/ 2%). They are still including the increase in dental and making Light Rail/Bus progression the same but still are asking us to change our holiday off pay and terminate a member after 1 year of Disability/Industrial Injury. Oh and YES, they still want sole power to decide if a grievance should go to ARBITRATION.

We questioned if this was being presented at the direction of the VTA Board and were told "you should assume that".

We will resubmit our Last, Best & Final. While we wait for a possible response, a **Special Membership** meeting will be held on **Friday, March 7, 2025**, with location TBD.

Now more than ever, we must stand together in strength and unity. VTA's tactics are meant to divide and discourage us, but we know our worth and the power we hold when we stand as one. Together, we will overcome any challenge and fight for the fairness and respect we deserve.

In Solidarity,

Rajvinder Singh, President and Business Agent

All Agreements are Tentatively Pending Full Agreement on Total Package. All Agreements are Subject to Ratification by the ATU Membership, and Approval by the Board of Directors.

VTA and ATU CBA Negotiations

THIS IS A TOTAL COMPENSATION PACKAGE THAT REFLECTS THE LAST, BEST AND FINAL OFFER FROM VTA

Friday, February 28, 2025

All compensation increases in the first year of the successor CBA will be effective the first full pay period following Board approval of the new CBA in open session.

The following represents a complete package; specifics of each proposal in the package are attached:

- Term 3 years
- Salary 4%/3%/2%
- Part A, Section 5.3(b) – Progression Periods and Rates and Operator Merit Increase – as proposed by ATU on 1/7/25
- Part A, Section 15.2 - Dental – as proposed by ATU on 1/7/25
- Year 1 we will provide a one-time payment of \$1,500 in exchange for:
 - Part A, Section 10.4 - Work a full day before and after a holiday – as presented by VTA on 12/3/24
 - Part A, Section 14.1 - Reducing long-term leave from 2 years to 1 year – as presented by VTA on 1/7/25

This includes all Tentative Agreements signed to date:

- Part A Section 8.5 - COC: Removal from Change of Class List - Signed on 9/3/24
- Part A, Section 8.10 – COC: Posting of COC Lists – Signed on 8/23/24
- Part A, Section 10.3 - Floating Holidays – Signed on 1/21/25
- Part A, Section 14.5 - Workplace Trauma Leave – Signed on 9/3/24
- Part B, Section 8.1 – Regular Runs – Signed on 12/12/24
- Part B, Section 8.2 – Fragmentary (Combination) Runs – Signed on 12/12/24
- Part B, Section 10 – Report Time – Signed on 12/12/24
- Part B, Section 16 – Bidding – Signed on 8/27/24
- Part B, Section 16.7 – Hold Down Sign-Up – Signed on 12/10/24
- Part B, Section 21.8 – Trading Runs or Days Off – Signed on 1/28/25
- Part C, Section 5- Apparel – Signed on 11/12/24
- Sideletter Hold Down Bidding – Signed on 8/27/24

In the hopes of continuing good faith bargaining, should the parties come to an Agreement after the expiration of the current Agreement, VTA will provide 2 weeks retroactive wage compensation. The successor Agreement, however, needs to be ratified by the membership prior to March 17, 2025.

Note: All Agreements are tentative pending full agreement on a Total Package

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Dated _____

For the VTA

For the ATU

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ATU PROPOSAL PART A SECTION 5 Wages

ATU Proposal 8/15/24

- VTA Counter (October 29, 2024)**
- ATU Counter (October 29, 2024)**
- VTA Counter (October 31, 2024)**
- ATU Counter (October 31, 2024)**
- VTA Counter (November 5, 2024)**
- ATU Counter (November 5, 2024)**
- VTA Counter (November 7, 2024)**
- ATU Counter (November 7, 2024)**
- VTA Counter (November 12, 2024)**
- ATU Counter (November 19, 2024)**
- VTA Counter (November 19, 2024)**
- ATU Counter (December 3, 2024)**
- VTA Counter (December 10, 2024)**
- ATU Counter (December 10, 2024)**
- VTA Counter (December 12, 2024)**
- ATU Counter (December 12, 2024)**
- ATU Counter (December 19, 2024)**
- VTA Counter (December 19, 2024)**
- ATU Counter (January 7, 2025)**
- VTA Counter (January 14, 2025)**
- ATU Counter (January 16, 2025)**
- VTA Counter (January 16, 2025)**
- ATU Counter (January 21, 2025)**
- Passed as Part of VTA's Package (February 13, 2025)**
- ATU Counter Package (February 25, 2025)**
- Passed as Part of VTA's Package (February 25, 2025)**
- ATU Counter Package (February 25, 2025)**
- Passed as Part of VTA's Package (February 28, 2025)**

.2 Wage Adjustments

Term of Agreement 3 years

Effective on the first day of the payroll period beginning March 1, 2025, and with subsequent increases each year following the anniversary;

Effective on the first payroll period upon ratification with subsequent increases yearly:

Effective following ratification by the Union and approval by the Board of Directors, no earlier than the first pay period in March 2025, with subsequent increases each year following the anniversary on the first pay period of that month:

Year 1:	<u>4%</u>	6%	<u>3%</u>	<u>1%</u>	<u>8%</u>	<u>1%</u>
Year 2:	<u>3%</u>	6%	<u>3%</u>	<u>1.25%</u>	<u>8%</u>	<u>1.25%</u>
Year 3:	<u>2%</u>	6%	<u>3%</u>	<u>1.5%</u>	<u>8%</u>	<u>1.5%</u>

Total Adjustment 9% ~~18%~~ 9% 3.75% ~~24%~~ 3.75%

This agreement is tentative pending ratification of the total package.

For ATU:

For VTA:

Rajvinder Singh

Robert Escobar

Date: _____

Date: _____

ATU Proposal Part A Section 5.3 (b)

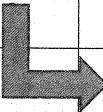
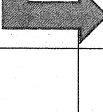
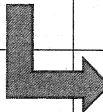
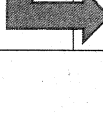
- ATU Proposal December 12, 2024
- VTA Counter (December 19, 2024)
- ATU Counter (January 7, 2025)
- VTA Counter (January 21, 2025)
- Passed as Part of VTA's Package (February 13, 2025)
- Passed as Part of VTA's Package (February 25, 2025)
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b) ~~Effective February 21, 2022~~, All Bus & Light Rail Operators shall have a 36 month progression period as shown below with an opportunity to reduce the progression period under the Operator Accelerated Merit Increase:

- First six months of employment is 65% of Bus Operator rate.
- Next six months of employment 70% of applicable rate
- Next six months of employment 75% of applicable rate
- Next six months of employment 80% of applicable rate
- Next six months of employment 85% of applicable rate
- Next six months of employment 90% of applicable rate
- Thereafter - 100% of applicable rate

Operator Accelerated Merit Increase

Bus & Light Rail Operators are eligible to receive an accelerated Merit Increase two (2) times during their progression period. Operators must successfully earn and complete Merit Increase #1 to be eligible for Merit Increase #2.

Regular Progression Period	1	2		4	5	6	7
Merit Increase #1				4	5		7
Merit Increase #2							7

To qualify for each Merit Increase, employees must meet all of the following*:

- Not exceed 9 $\frac{3}{4}$ points per the Attendance Policy, at any time during the progression;
- Have no chargeable accidents at any time during the progression;
- Have no confirmed positive drug and/or alcohol test result;

- Not miss more than 5 workdays in a 12-month period; ~~(the 12-month period commences with the operator's graduation date).~~
- ~~Have no discipline on record at any time during the progression.~~

*Protected leave is exempt.

If employees meet the qualifiers listed above, and upon successful completion of step #2, employees shall skip step #3 and move to step #4, in the next pay period following eligibility. If employees meet the qualifiers listed above, and upon successful completion of step #5, employees shall skip step #6 and move to step #7, in the next pay period following eligibility. ~~Effective following ratification by the Union and Board of Directors, any operator that qualified for a merit increase shall proceed to the appropriate progression step.~~

ATU CONTRACT PROPOSAL PART A SECTION 15.2 (DENTAL PLAN)

ATU Proposal 8/15/24
VTA Counter (December 10, 2024)
ATU Counter (December 10, 2024)
VTA Counter (December 19, 2024)
ATU Counter (January 7, 2025)
Passed as Part of VTA's Package (February 13, 2025)
ATU Counter Package (February 25, 2025)
Passed as Part of VTA's Package (February 25, 2025)
ATU Counter Package (February 25, 2025)
Passed as Part of VTA's Package (February 28, 2025)

.2 Dental Plan

Active employees and their eligible dependents shall be covered by the Delta Dental Plan, with the total monthly premium to be paid by VTA. (Group Number 3533-0011)

Basic and Prosthodontics: 90-10 - no deductible.

~~\$1,500~~ ~~\$3500~~ ~~\$2,000~~ ~~\$3000~~ maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible.

~~\$1,000~~ ~~\$3000~~ ~~\$1,500~~ ~~\$2500~~ lifetime maximum per patient (no age limit).

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For ATU:

For VTA:

Rajvinder Singh

Robert Escobar

Date: _____

Date: _____

2024 VTA/ATU Negotiations
VTA Proposal (October 29, 2024)
ATU Counter CL (October 29, 2024)
VTA Counter (October 31, 2024)
ATU Counter (October 31, 2024)
VTA Counter (November 5, 2024)
ATU Counter (November 5, 2024)
VTA Counter (November 7, 2024)
ATU Counter CL (November 12, 2024)
VTA Counter (December 3, 2024)
Passed as Part of VTA's Package (February 13, 2025)
Passed as Part of VTA's Package (February 25, 2025)
ATU Counter Package (February 25, 2025)
Passed as Part of VTA's Package (February 28, 2025)

Part A, Section 10 – HOLIDAYS

.4 Holiday Pay

Employees who perform actual work on the holidays listed in this Section, shall be paid at two and one half (2 1/2) times the straight time rate. Such employees are guaranteed a minimum equal to 20 hours of pay at straight time rate.

When one of the above holidays falls on an employee's regular assigned work day and such employee does not work because of the holiday, the employee shall be paid at regular run or shift rate. Employees shall work their full shift on the last scheduled work day before and the first scheduled work day after the holidays listed in Section 10.1 to be eligible for holiday pay, except for absences due to military leave, funeral leave, jury duty, or other excused, paid, or partial day absence. ~~This provision applies only to an absence of a full day or longer that are due to illness, industrial injury, or unexcused unpaid leave.~~ The purpose of this provision is to discourage extension of the holiday.

2024 VTA/ATU Negotiations
VTA Proposal (September 3, 2024)
ATU Counter – CL (September 17, 2024)
VTA Counter (September 19, 2024)
ATU Counter – CL (September 24, 2024)
VTA Counter (October 1, 2024)
ATU Counter – CL (October 08, 2024)
VTA Counter (October 15, 2024)
ATU Counter CL (October 29, 2024)
VTA Counter (October 31, 2024)
ATU Counter CL (October 31, 2024)
VTA Counter (November 12, 2024 10:45am)
ATU Counter (November 12, 2024 1pm)
VTA Counter (November 19, 2024)
ATU Counter CL (December 19, 2024)
VTA Counter (January 7, 2025)
ATU Counter CL (January 9, 2025)
Passed as Part of VTA’s Package (February 13, 2025)
Passed as Part of VTA’s Package (February 25, 2025)
ATU Counter Package (February 25, 2025)
Passed as Part of VTA’s Package (February 28, 2025)

SECTION 14 - LEAVES OF ABSENCE

.1 Approved Leave

Leave of absence without pay shall be granted and seniority shall accumulate. During such leave(s) of absence, proper documentation is required for the leave and must be submitted as soon as possible.

- a) Service on business of the Union or its International Organization.
- b) Physical and mental conditions rendering the employees unable to perform their duties. Such leave is limited to one year ~~six months~~ ~~two calendar years~~ from the initial date of the leave. Employees who return to work and perform the functions of their classification for less than 30 consecutive calendar days shall not break this ~~six month~~ ~~two year~~ one year limit. If the employee is unable to return to the employee’s current classification or secure another job at VTA within this ~~six month~~ ~~two year~~ one year period, the employee will be released from employment.
- c) Absence limited to 136 calendar days in any calendar year provided that the employee applies in writing for the approval of VTA and the Union 15 days prior to the beginning of the leave, and both approve the leave. This leave of absence shall also apply to pregnancy leave. In cases of emergency, application and approval may be given in

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less than 15 days prior to the leave.

- d) Emergency leave of absence up to 10 days annually provided that VTA approves reasons submitted by the employee. VTA shall notify the Union of the effective date of such leave and the date of the employee's anticipated return. Certification must be presented to VTA at the beginning of the employee's first regular work shift following return to work after the leave of absence unless additional time is allowed.
- e) Leave of Absence approved by VTA and Union.
- f) Effective with the date of this contract, leaves of absence due to disability covered by Workers' Compensation shall be limited to ~~six month two calendar years~~ **one year**. Employees who return to work and perform the functions of their classification for less than 30 consecutive calendar days shall not break this **one year** ~~six month two year~~ limit. If the employee is unable to return to the employee's current classification or secure another job at VTA within this ~~six month two year~~ **one year** period, and, if appropriate is notified of pension eligibility, the employee will be released from employment. ~~dropped from the employment rolls.~~

Any employee who goes on leave of absence according to Sections 14.1(b), 14.1(c), 14.1(d), or 14.1(f) and who accepts gainful employment while on leave, terminates employment with VTA.

Employees shall submit the Employee Sick/Absence Form to VTA and where possible at least 15 days prior to the anticipated commencement of leave.

~~.6~~ Leave of Absence for Union Business

VTA agrees to provide opportunities for designated Union member to take leave from their normal employment from VTA to perform assignments authorized by the Union. When leave for Union Business is taken, the Union shall provide proper notice of such leave. VTA shall not unreasonably deny leave request of Union Officers, Stewards and other members serving officially on behalf of the Union

- a. Should requested leave be for a period of 30 days through one year, The Union shall provide VTA with a notice of the request for leave 45 days in advance of the scheduled leave. The leave request shall provide the name of the employee, beginning and ending date of the leave.

- b. Should requested leave be for a period of less than 30 days, including one day, multiple days (up to 30 days), or a partial day, the Union shall provide the notice 72 hours prior to the scheduled date/time of the intended leave.
- e. Current practice requires the Union to pay employees their wages while on leave. When such leave is taken, VTA shall continue providing for benefits, and any contributions to ATU retirement fund under the applicable labor agreement between VTA and ATU, Local 265. The Union must reimburse VTA within 30 days of receiving certification of these expenses. Such reimbursement by the Union will cover expenditures incurred related to, and in the form of, wages, bonus payments, medical, vision, and dental benefits and/or other health and pension benefits and other related expenditures while on leave on union business. Employee/member must pay his or her membership contributions as per the collective bargaining agreement
- d. Service time shall continue to accrue per ATU retirement plan provisions. Should there be any questions regarding service credits, the responsibility of clarifying any misunderstanding belongs to the Union. Employees/members shall continue to accrue seniority in their current VTA classification during a leave with the Union, assuming they comply with the ATU Retirement Plan and are approved by the ATU Board of Pensions. This agreement releases VTA's liability for honoring the employee/union member's service credits during a leave to perform full-time or part-time union business.
- e. All Workers' Compensation claims shall be filed through ATU, Local 265. VTA will not be responsible for members becoming injured or ill while serving in a union capacity.
- f. Upon return from this leave of absence, the employee/member has a right to reinstatement to the same position and work location, if feasible, or to a substantially similar position if reinstatement to the exact position and location is not feasible. The employee/member will not suffer any loss of rank, seniority, or classification, and will continue to accrue credit toward retirement while serving on a leave of absence for union business with ATU, Local 265.
- g. Either party may take any unresolved issue through the grievance process provided for in the CBA.