



AFL-CIO

March 20, 2025

AMALGAMATED TRANSIT UNION LOCAL 265

1590 La Pradera Drive
CAMPBELL, CALIFORNIA 95008-1533

PHONE (408) 874-0900

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Negotiation Update



1902 Charter Seal

Subject: VTA's latest proposal

Brothers & Sisters,

After two more days of negotiations, I regret to inform you that we have been unable to reach an agreement with management. On March 19, 2025, we adjusted our stance on Arbitration, agreeing to an additional step before proceeding with regular arbitration for contract interpretation grievances. While this will extend the process before a case reaches an arbitrator, we felt it was a necessary step to overcome this obstacle and keep negotiations moving forward.

Today, we held two separate meetings—one in the morning with Greg Richardson and another at noon with VTA's negotiations team. The primary discussion centered around wages. Management made it clear they would not offer more than a total 10.5% increase, justifying their position by citing reasons such as ATU's highest offer in the past decade, claims that we are "uneducated workers," budget constraints, and the potential need to cut services.

Since we have once again hit a deadlock and the agency refuses to budge, we are putting the offer to a membership vote. However, let there be no misunderstanding—your leadership has NOT agreed to this proposal. Your Negotiations Team is strongly recommending a **UNANIMOUS NO VOTE**.

Voting will take place on **Saturday, March 22, 2025**, at a location to be determined. Stay united and stay strong.

The entire packet is attached to this PDF.



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 PRESENTED BY VTA

March 20, 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.

VTA will present the signed tentative agreement to the Board, and recommend adoption no later than the April Board Meeting, April 3, 2025.

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

- Term 3 years
- Salary **4%/3%/3.5%**
- 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
- Part A, Section 19.5 – As proposed by VTA on 3/19/25
- Part A, Section 20.6 – As proposed by VTA on 3/19/25
- 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 – Employees hired on or after April 3, 2025 shall be required to work 60 consecutive days in order to break a two year leave of absence. Current employees are grand parented in to the existing provision.

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

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

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.

Dated _____

For the VTA

For the ATU

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

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)

ATU Counter Package (February 25, 2025)

Passed as Part of VTA's Package (February 28, 2025)

Passed as Part of VTA's Package (March 15, 2025)

Passed as Part of VTA's Package (March 19, 2025)

- 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

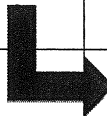
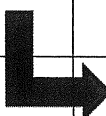
Next six months of employment 85% of applicable rate

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)
Passed as Part of VTA's Package (March 15, 2025)
Passed as Part of VTA's Package (March 19, 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).

This agreement is tentative pending ratification of the total package.

For ATU:

For VTA:

Rajvinder Singh

Robert Escobar

Date: _____

Date: _____

Section 19.5

ATU Proposal (March 16, 2025)

VTA Counter Proposal (March 19, 2025)

Passed as Part of VTA's Package (March 19, 2025)

.5 Violation of Time Limits

The failure of either party to adhere to the time limitations in this Section shall cause forfeiture of that party's case. Any question of whether a party has failed to adhere to the time limitations of this Section shall be decided by the ~~panel~~ of arbitrators established in Section 20.63 (Expedited Arbitration). Both ATU and VTA have the right to present arguments and evidence to the ~~panel~~ of arbitrators, whose jurisdiction shall be limited to the issue ~~concerning any claim~~ of timeliness or untimeliness. The ~~panel~~ of arbitrator's decision as to any claim that a party has failed to adhere to the time limitations of this Section shall be final and binding.

Part A Section 20.6

ATU Proposal (03/19/2025)

VTA Counter (March 19, 2025)

ATU Counter (March 19, 2025)

VTA Counter (March 19, 2025)

VTA Amended Counter (March 19, 2025)

Passed as Part of VTA's Package (March 19, 2025)

.6 Expedited Arbitration

Discipline or adverse entries under Section 18.1 which involve written discipline or suspensions/demotions up to and including five (5) days shall be processed through an expedited arbitration proceeding. At least one day ~~each~~ every other month will be used for these grievances, except when alternate scheduling is agreed upon by both parties, and requests for arbitration shall be made within 90 days from the date of the informal decision.

If the bi-monthly expedited arbitration hearing does not take place, due to VTA's delays, any remedy awarded in arbitration, for a delayed case related to timeliness, shall be increased by a factor of 1510%. Should the delay be caused by ATU, the case shall be forfeited. factor of 1510% will be forfeited.

Case selection must be completed and confirmed by both parties The parties shall make every effort to confirm the cases as early as possible prior to the next expedited arbitration hearing, however the cases must be confirmed at least 45 30 10 days prior to the next scheduled expedited arbitration date, otherwise the session for that month will either be rescheduled or cancelled.

All cases (including timeliness) taken off calendar by either party within fifteen five ten seven days of the date of the expedited arbitration will be forfeited. Cases pertaining specifically to arbitrability due to time limits where VTA has cancelled within 15 days of the hearing will proceed to full arbitration on the merits.

The expedited arbitration shall be before John Kagel and the parties shall not use attorneys nor shall they use briefs. Every effort shall be made to have bench decisions followed up by written decisions. These decisions will be final and binding. Expedited arbitration decisions shall not be used in regular arbitration.

Where arbitrator Kagel's calendar does not permit the scheduling in any particular month an additional arbitrator may be selected by lot from the Federal or State Mediation and Conciliation Service.

If John Kagel becomes permanently unavailable, the parties shall meet and confer to mutually select a replacement Expedited Arbitrator. If the parties cannot agree on a replacement Expedited Arbitrator, each party shall propose one name, and an arbitrator selected from a SMCS panel

shall hold a hearing and decide which of the two proposed names shall become the replacement Expedited Arbitrator.

All provisions of Section 20 except for the tripartite panel and the panel of arbitrators shall be followed. Only the Union and VTA can be parties to an appeal under this provision.

This provision does not modify the record review under Section 18.1 in any subsequent regular arbitration. In regular arbitration, any expedited arbitration decision cannot be used to determine the issue for the regular arbitrator

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)
Passed as Part of VTA's Package (March 15, 2025)
Passed as Part of VTA's Package (March 19, 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)
Passed as Part of VTA's Package (March 15, 2025)
Passed as Part of VTA's Package (March 19, 2025)
Passed as Part of VTA's Package (March 20, 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 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 two year limit.~~ **Employees hired prior to April 3, 2025 who return to work and perform the functions of their classification for less than 30 consecutive calendar days shall not break this two year limit, and employees hired on or after April 3, 2025 will be required to work 60 consecutive calendar days in order to break the two year leave limit.** If the employee is unable to return to the employee's current classification or secure another

Note: All agreements are tentative pending full agreement on a total package

job at VTA within this two 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 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 two calendar years. ~~Employees who return to work and perform the functions of their classification for less than 30 consecutive calendar days shall not break this two year limit.~~ **Employees hired prior to April 3, 2025 who return to work and perform the functions of their classification for less than 30 consecutive calendar days shall not break this two year limit, and employees hired on or after April 3, 2025 will be required to work 60 consecutive calendar days in order to break the two year leave limit.** If the employee is unable to return to the employee's current classification or secure another job at VTA within this two 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.

2024 VTA/ATU Negotiations
VTA Proposal (August 20, 2024)
ATU Counter (August 27, 2024)
VTA Counter (September 3, 2024)

Part A, Section 8 – CHANGE OF CLASSIFICATION

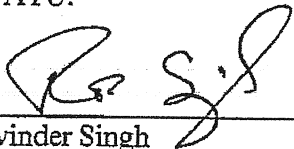
5 Removal from Change of Classification and Training Lists

An employee's name shall be removed from the Change of Classification and Training Lists for reasons including:

- a) Written or oral refusal, or failure to respond within 5 days to ~~an offer of change of classification or training opportunity.~~
- b) Individuals no longer employed with VTA.
- c) Appointment to the vacant position.
- d) Failure to meet minimum qualifications.
- e) Request for removal in writing.
- f) Leaving the line of progression for Dispatcher or Transit Radio Dispatcher.

This agreement is tentative pending ratification of the total package.

For ATU:

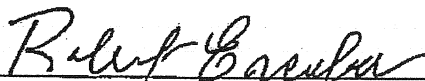


Rajvinder Singh
President & Business Agent

9/3/24

Date:

For VTA:



Robert Escobar
Chief Negotiator

9/3/24

Date:

Friday, August 23, 2024
VTA Proposal

Part A, Section 8.10

TA VTA
BCE 8/23/24

2024 VTA/ATU Negotiations
VTA Proposal (August 23, 2024)

Part A, Section 8 – CHANGE OF CLASSIFICATION

.10 Posting of Change of Class Lists

Copies of all change of class lists will be made available at each major VTA work location (e.g. Chaboya, Cerone, North, Light Rail, River Oaks). Persennel Human Resources will update the lists each time there is a change to the list.

For ATU
VCE SJS
8/23/24

Note: All agreements are tentative pending full agreement on a total package

Page 1 of 1

Part A Section 10.3(a)
 ATU Proposal (January 14, 2025)
 VTA Proposal (January 14, 2025)
 ATU Counter (January 16, 2025)
 VTA Counter (January 16, 2025)

10.3 Floating Holidays

- A) There shall be ~~five~~ six floating holidays (two of which are in lieu of Veteran's Day and Washington's Birthday previously provided, ~~and~~ one in recognition of the birthday of Martin Luther King, and one in recognition of Juneteenth) which shall be bid on the date(s) as part of the annual vacation sign-up.

Employees may prebid all or part of their Floating Holiday allotment for the year at the Annual Sign-Up. All allotted Floating Holidays not bid by the employee shall be retained by the employee for future bid or cash-out.

- b) After the Annual Sign-Up, Floating Holidays may be scheduled as outlined in the Floating Holidays Bid After Annual Sign-Up Memorandum of Agreement.
- Floating Holidays not used by the end of the year will be paid off at a rate of eight hours per day, in the first pay period ending in the next calendar year.
 - Employees who retire or leave employment with VTA prior to the end of the year and who have not used all of their Floating Holidays will be paid off at a rate of eight hours per day for the unused portion that they are entitled to receive based upon the following criteria:

Date of Termination	Holiday Entitlement
Between 1/1 and 3/31	2 3
Between 4/1 and 6/30	3 4
Between 7/1 and 9/30	4 5
Between 10/1 and 12/31	5 6

- c) Employees hired in the calendar year in which holidays are to be taken shall be entitled to select Floating Holidays according to the following criteria:

Date of Hire	Holiday Entitlement
Between 1/1 and 3/31	5 6
Between 4/1 and 6/30	4 5
Between 7/1 and 9/30	3 4
Between 10/1 and 11/30	2 3

A new employee may select the day(s) on which the Floating Holiday(s), to which they are entitled, will be taken after the employee has been assigned to a Division. Such selection shall be limited to dates which are available after completion of the employee's ~~training~~ probationary period. Should there be no dates available for the employee to bid, according to their seniority, the new employee will be allowed to bid their

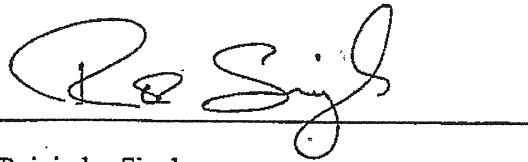
January 21, 2025

Part A Section 10.3

entitled floating holidays in the year following, in addition to the ~~five~~ six they're entitled to from Section 10.3(a), should they choose to do so. New employees who choose to roll their floating holidays over to the next year must elect to bid and take those floating holidays within the first four months in the year following when the holidays were earned.

This agreement is tentative pending ratification of the total package.

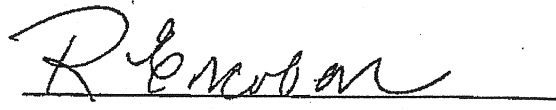
For ATU:



Rajvinder Singh

President & Business Agent

For VTA:



Robert Escobar

Chief Negotiator

Date:

01/21/25

Date:

1/21/25

PART A SECTION 14- LEAVES OF ABSENCE

ATU PROPOSAL 8/27/2024

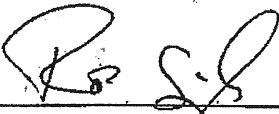
VTA Counter 8/27/2024

5. Workplace Trauma Leave

While on duty, employees who are involved in a traumatic experience such as a serious accident causing great bodily injury or a fatality or an event/incident which VTA ~~supervision~~ and the Union deem as a traumatic event are eligible for ~~immediate~~ immediate trauma leave. Should there be a disagreement, the employee may request approval for trauma leave from if the trauma is certified by the Workers' Compensation Insurance or Employee Assistance Program professional. The trauma leave shall not exceed three days, and the employee shall be paid at their regular shift or regular run pay rate.

This agreement is tentative pending ratification of the total package.

For ATU:



Rajvinder Singh
President & Business Agent

9/3/24

Date:

For VTA:



Robert Escobar
Chief Negotiator

9/3/24

Date:

2024 VTA/ATU Negotiations
VTA Proposal (Thursday, August 15, 2024)
ATU Proposal August 20, 2024
VTA Proposal September 3, 2024 (Stand on CL)
ATU Proposal September 10, 2024
VTA Proposal (September 19, 2024)
ATU Counter (September 26, 2024)
VTA Counter (September 26, 2024)
ATU Counter (October 08, 2024)
VTA Counter (October 15, 2024)
ATU Counter (October 29, 2024)
VTA Counter (October 29, 2024)
ATU Counter (October 31, 2024)
VTA Counter (November 12, 2024)
ATU Counter (November 14, 2024)
VTA Counter (November 19, 2024)
ATU Counter (December 3, 2024)
VTA Counter (December 3, 2024)
ATU Counter (December 12, 2024)

Part B. Section 8 - RUNS

.1 Regular Runs - Bus

Not less than ~~60%~~ ~~80%~~ ~~75%~~ ~~65%~~ ~~67%~~ 70% percent of all regular runs in each Division shall be straight runs. Seventy-five (75%) percent of all regular runs in each Division shall be completed within 10 hours and 30 minutes.

No run shall exceed 12 hours.

The above percentages are to be based on weekday schedules, Monday through Friday.
80% 90% percent of all runs in each Division shall be straight runs on Saturday and Sunday.

Regular Runs – Light Rail

Not less than ~~85%~~ ~~70%~~ 75% percent of all regular runs in Guadalupe Division shall be straight runs. Seventy-five (75%) of all regular runs in -Guadalupe Division shall be completed withing 10 hours and 30 minutes.

No run shall exceed 12 hours.

The above percentages are to be based on weekday schedules, Monday through Friday.
90~~85~~% percent of all runs in the Guadalupe Division shall be straight runs on Saturday and Sunday.

.2 Fragmentary (Combination) Runs

Note: All agreements are tentative pending full agreement on a total package

Fragmentary (combination) runs: ~~Not more than 80% of total frags~~ in each Division may be made into fragmentary runs and may be signed on voluntarily, on seniority basis, at Division or System Sign-Up. Present number of regular runs shall not be reduced in any Division unless service is curtailed or lines transferred to another Division.

All regular run provisions shall apply except that no special frag runs shall exceed 12 hours and 30 minutes elapsed time.

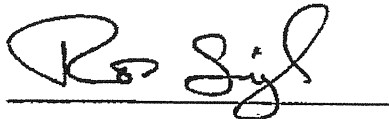
~~On all lines having 10 or more runs, the first three runs out, and the last three runs in at night shall be at straight runs.~~

All runs pulling out before 5:00 a.m. shall be straight runs. All runs pulling in after 10:00 pm 8:00 p.m. shall be straight runs. A.M. blocks that pull in before 11:00 am are excluded. Any block that pulls in less than 7 hours after pull-out is excluded.

This agreement is tentative pending ratification of the total package.

For ATU:

For VTA:



Rajvinder Singh
President & Business Agent



Robert Escobar
Chief Negotiator

Date: 12/12/24

Date: 12/12/24

ATU Proposal Part B Section 10

ATU proposal 08/23/2024

VTA Counter (September 10, 2024, Passed as a package with Part B Sections: 6, 10, and 15)

ATU Counter (September 17, 2024)

VTA Counter (September 19, 2024)

ATU Counter (September 24, 2024)

VTA Counter (October 15, 2024)

Section 10

Bus

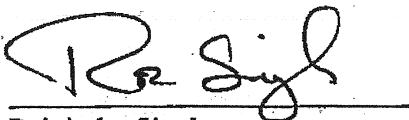
~~Twenty Five~~ Fifteen minutes shall be allowed to Operators required to report before their run or assignment begins. Report time shall not be considered in computing penalty payments based on elapsed time.

Rail

~~Thirty~~ Twenty five minutes shall be allowed to Operators required to report to the Operations Control Center before their run or assignment begins. Report time shall not be considered in computing penalty payments based on elapsed time. For purposes of this Section, the Light Rail Station between Hedding and Mission on First Street is considered part of the Light Rail Facility.

This agreement is tentative pending ratification of the total package.

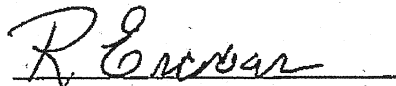
For ATU:



Rajvinder Singh
President & Business Agent

Date: 12/12/24

For VTA:



Robert Escobar
Chief Negotiator

Date: 12/12/24

2024 VTA/ATU Negotiations
ATU Proposal (August 20, 2024)
VTA Counter (August 23, 2024)

Part B, Section 16 – BIDDING

1 System Sign-Up

~~Effective on the date of the signing of this pilot program,~~ A System Sign-Up embracing Operators shall be held once each year, at which time said employees will select their Division for the following year. The annual effective date of the System Sign-Up shall be the ~~second Monday of February~~ Monday following the second Saturday of January. ~~In the year 2020 incentive days, floating holidays, and vacations bid at the annual System Sign-Up will be from January 13, 2020 thru the second Sunday in February 2021. For all subsequent years incentive days, floating holidays, and vacations bid at the annual system Sign-up shall be from the second Monday in February thru the Sunday before the second Monday of February~~ Monday following the second Saturday in January through the Sunday following the second Saturday of January of the following year. By mutual agreement between VTA and the Union, the effective date for the System Sign-Up may be either advanced or postponed as they may deem advisable in the light of the then existing circumstances. All System Sign-Ups are to be held at Don Pedro Chaboya Yard, 2240 South Seventh Street, San Jose or any mutually agreed location.

In the event of a new Division or because of a new Dial-a-Ride, there shall be a General Sign-Up mutually agreed to by VTA and the Union.

2 Division Sign-Up (Open Run Bidding)

~~Effective August 2022~~ Division Sign-Ups for the purpose of the selection of runs, days off and positions as Extra Board Operators shall be held with each sign-up effective beginning the last Monday in April, the Monday following the second Saturday in August, and the last Monday in October. ~~second Monday in June and the second Monday in October.~~ It is mutually agreed that VTA shall package all Group Relief Runs to be bid upon completion of the sign-up after input from the Union. By mutual agreement between VTA and the Union, the effective date for a Division Sign-Up may be either advanced or postponed as they may deem advisable in the light of the then existing circumstances.

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8/27/24

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VTA
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8/27/24

Note: All agreements are tentative pending full agreement on a total package

2024 VTA/ATU Negotiations
VTA Proposal (August 23, 2024)
ATU Counter (August 27, 2024)
VTA Counter (September 17, 2024)
ATU Counter (September 19, 2024)
VTA Counter (September 26, 2024)
ATU Counter (October 8, 2024)
VTA Counter (October 15, 2024)
ATU Counter (October 29, 2024)
VTA Counter (October 29, 2024)
ATU Counter (October 31, 2024)
VTA Counter (November 12, 2024)
ATU Counter (November 14, 2024)
VTA Counter (November 19, 2024)
ATU Counter (December 3, 2024)
VTA Counter (December 10, 2024) **TA**

Part B, Section 16 – BIDDING

1 PM

.7 Hold-Down Sign-Up

The word "vacancy" is defined to mean a run or shift vacated through sickness, or vacation, or assignment to any other line of duty by VTA.

Any known vacancy of 14 or more calendar days shall be posted for bid for 72 hours. Employees who bid on hold-downs must be available to work the full assignment posted for bid (cannot have excess of 2 work days off during any hold down assignment with an end date). The senior Extra Board Operator bidding shall be awarded the hold-down. If assignments remain unbid, ~~the employees required to take an assignment shall be determined by VTA in order of inverse seniority and then those employees shall be required to bid in seniority order on the open assignments. It shall be worked off the board until original Operator returns or the beginning of new sign up.~~

Hold-downs will be posted with an effective date and end date if the vacating Operator has scheduled vacation or a doctor's certificate with a specific date of return, which is 14 consecutive days or more, provides a specific date of return (Doctor's certificate or Vacation). All other hold-downs will be posted as TFN (Til Further Notice).

Eligibility to bid on TFN hold-downs:

All Extraboard Operators are eligible for TFN's hold-downs except those who at time of awarding are on or have on unscheduled time off (any time not pre-bid), in or other assignments which occur during the duration of the hold-down including: an accepted training opportunity, working in other classifications, or serving as a Line Instructor at time of awarding. The senior Extraboard Operator bidding shall be awarded the hold down. Employees who bid on a hold-down with an end date must be

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available to work the full assignment without any scheduled absences exceeding one workday during the duration of the hold-down. If assignments remain unbid, it shall be worked off the board until original operator returns or beginning of new sign up.

All Extra Board employees are eligible to bid on TPN hold downs, except those who have any absences or assignments (currently or in the future) which would result in that hold down needing to be repeated for bid again as a hold down.

Shop Steward/Union Official Responsibility:

The Union is responsible for verifying the availability of the employee with VTA office staff prior to awarding any hold-down. A Shop Steward and will be provided 4 hours of administrative time, not to exceed 90.120 minutes + hour per transportation division, on Friday morning. This paid time shall be solely for the purpose of awarding hold-downs (the meaning of this provision is not to be replicated or applied to any other provision of this agreement). Employees can submit their hold-down bids up until 7:00 a.m. on the Friday following the Tuesday posting and shall be awarded on that Friday by 2:00 p.m.

After the completion of the bidding, the run shall become effective the first following Monday. Any Operator awarded a hold-down according to the terms of this Section must hold the vacancy until the regular Operator returns to their regular assignment or the next Sign-Up. If the hold-down assignment ends in the middle of the week, the Extra Board Operator will be returned to the Extra Board and maintain the same days off until the following Monday.

Hold Downs with an end date

If there is a vacancy of 14 calendar days or more, and Division Management has knowledge of the end date, the hold down will be posted with an end date. This includes vacancies because of an employee:

- a. Being in training
- b. Being out due to a doctor's note
- c. On long term absence
- d. Serving as a line instructor
- e. Being on vacation

If the end date of the vacancy extends past the sign up, the hold down will be posted with the end date of the sign up.

If the regular operator returns prior to the end date, they will be returning to their own run immediately and the hold down will be cancelled. The Operator who was awarded the

~~hold down will return to the Extra Board, however, maintain the same days off as the hold down until the end of the week on Sunday.~~

Hold Downs without an end date

~~If there is a vacancy of 14 calendar days or more, and the end date of the vacancy is not available, or if the employee is on probation due to a Change of Classification, the hold down will be posted as TFN ("Til Further Notice").~~

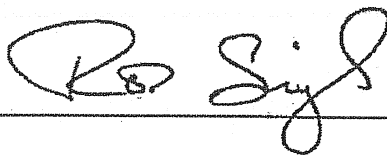
ATU member availability requirements

- ~~For hold downs that are posted with an end date, members are required to be available to work the full assignment posted for bid and may not have scheduled time off in excess of one work day during the assignment. After being awarded the hold down, the member cannot subsequently move scheduled time off to fall within the timeframe of the hold down assignment.~~
- ~~For hold downs which are posted as TFN, members may have scheduled time off during the hold down (vacations or floating holidays), however members will not be awarded a TFN hold down which conflicts with other absences or assignments such as Line Instruction, training, or if they are on a leave of absence, or are on probation following a Change of Classification.~~

This agreement is tentative pending ratification of the total package.

For ATU:

For VTA:



Rajvinder Singh



Robert Escobar

Date: 12/10/24

Date: 12/10/24

Note: All agreements are tentative pending full agreement on a total package

Part B Section 21.8

ATU Proposal December 10, 2024

VTA Counter (December 12, 2024)

ATU Counter (December 12, 2024)

VTA Counter (January 21, 2025)

21.8 Trading Runs or Days Off

Operators will be allowed to trade runs or days off according to procedures established by the Union and VTA. All trades of runs or days off are subject to prior VTA approval. A trade of work will not be allowed if it violates any State, Federal, or California Public Utilities Commission regulation.

The trading of runs or days off must occur in the same work week. A work week starts on Monday and ends on Sunday. Run will be traded for run and day off will be traded for day off. Operators can trade runs on holidays if both have runs that work the day. At no time would a trade result in more than five work days in a week.

Operators cannot trade days with an Operator who is booked off prior to the trade. Once such a trade is made and approved, the trade will be honored even in the event of an Operator booking off for the first part of the trade.

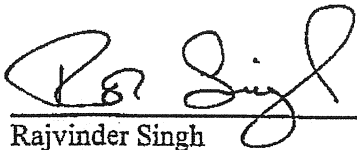
1. Request to Trade Work Assignment form must be completed and turned in by 9:00 P.M. one day prior to the day of the trade being requested. For example, an Operator wanting to trade his or her 6:00 A.M. run on May 10, 2017 must turn in a completed form by 9:00 P.M. on May 9, 2017.
2. Trades may be cancelled without penalty if done by 9:00 P.M. one day prior to the day of the trade.
3. Failure to honor a trade will result in an employee forfeiting participation for 90 calendar days from the date of the failed trade (~~Exemptions will be mutually agreed by ATU & VTA~~ Exemptions may be made depending upon the circumstances. VTA will evaluate requests on a case by case basis to determine reasonableness).
4. Failing to honor one part of the trade does not cancel the other. For example, even if employee A fails to honor his or her part of the trade, employee B will still be expected to carry out the shift that he or she agreed to take.
5. Operators may trade up to two (2) trades per week. TRDs and Dispatchers who are on a 4/10 schedule may trade up to three (3) trades per week.
6. Employees will waive any short rest that may be incurred as a result of the trade (but never less than the legally required 8 hours).
7. Employee Incentive Program days, birthday, vacation, and floating holidays are excluded from trades.

8. There shall be no trades during the sign-ups days.


This agreement is tentative pending ratification of the total package.

For ATU:

For VTA:



Rajvinder Singh
President & Business Agent



Robert Escobar
Chief Negotiator

Date: 01/28/25

Date: 1/20/25

2024 VTA/ATU Negotiations
ATU Proposal (August 20, 2024)
VTA Counter (August 23, 2024)
ATU Counter (August 23, 2024)
ATU Counter Amended (August 27, 2024)
VTA Counter (October 29, 2024)
ATU Counter (October 31, 2024)
VTA Counter (November 7, 2024)
ATU Counter (November 7, 2024)
VTA Counter (November 12, 2024)

Part C, Section 5 – APPAREL

VTA shall select and supply each Maintenance employee the first 11 pairs of either coveralls or uniforms at the employee's option and thereafter replace and launder them as required. Upon separation from Maintenance, all uniforms must be returned to the Maintenance employee's Supervision on or before the last day worked. Employees may be held financially responsible for failure to turn in their uniforms. A supply of safety winter gear (I.E. reflective, water repellant jackets, and when requested corresponding pants) shall be maintained for the use of Maintenance personnel. Where possible, winter gear shall carry a Union label. VTA will provide proof to the Union if Union label products are unavailable.

All Way, Power & Signal employees, all Service Workers and those that bid into the Roadcall Unit (because they are routinely required to work in inclement weather areas) will be provided the necessary safety and foul weather gear; which may include, but is not limited to, a raincoat (with a removable thermal liner or vest), rain set, hat and boots.

Each employee is required to wear approved footgear. Each employee shall be entitled to ~~a one~~ (1) voucher per calendar year, for \$250 not to exceed \$235 for \$265, to cover the be applied toward purchases of footgear (boots, inserts and socks). Employees shall redeem their voucher prior to the expiration date listed on the voucher, unless under special circumstances, it shall be on a case-by-case basis.

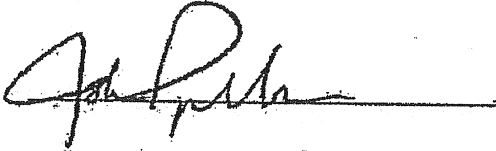
With the exception of all Way, Power & Signal and all Service Worker employees, all other maintenance Employees shall be entitled to a voucher, not to exceed \$150, towards the purchase of one work jacket and/or one work vest every three (3) years.

Tuesday, November 12, 2024

Part C, Section 5

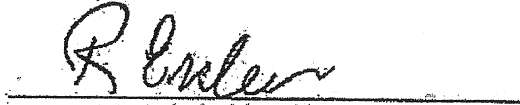
This agreement is tentative pending ratification of the total package.

For ATU:



Rajvinder Singh

For VTA:



Robert Escobar

Date:

11/12/24

Date:

11/12/24

Note: All agreements are tentative pending full agreement on a total package

SIDELETTER OF AGREEMENT TEN (10) HOUR WORKDAY AGREEMENT FOR
OPERATORS, TRANSIT RADIO DISPATCHERS, AND DISPATCHERS

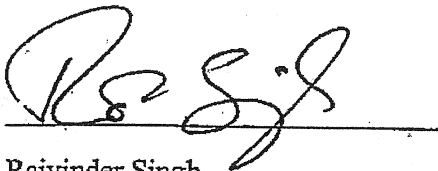
ATU Proposal 8/20/2024

HOLD DOWN BIDDING

- ~~For the purposes of posting for Hold Downs, the limit shall be at least five (5) days posting.~~
- The eight (8) hour employee accepting the hold-down dispatcher assignment shall be paid in accordance to the same guarantees as indicated in .2 of this Agreement.

This agreement is tentative pending ratification of the total package.

For ATU:

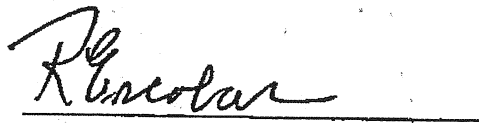


Rajvinder Singh
President & Business Agent

8/27/24

Date:

For VTA:



Robert Escobar
Chief Negotiator

8/27/24

Date: