

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 23, 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%/4%/3%
- 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.
- Part B, Section 4.1, 17.1, 19.1 20.6; Part C, Section 2.1; Part D, Section 2- Sick Time Calculations NOT included in Overtime Pay Passed to ATU on 1/21/25

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

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.

- Sideletter Hold Down Bidding – Signed on 8/27/24

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 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)

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)

Passed as Part of VTA's Package (March 23, 2025)

### .2 Wage Adjustments

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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 following the April 2025 board meeting in March 2025, with subsequent increases each year following the anniversary on the first pay period of that month:

Year 1:      4%    4%    6%    3%    1%    8%    1%

ATU/VTA CONTRACT NEGOTIATIONS 2024

Year 2:      3 ~~4~~%   3~~3~~%   6%   3~~3~~%   1.25~~1.25~~%   8~~8~~%   1.25~~1.25~~%

Year 3:      3~~3~~%   2~~2~~%   6%   3~~3~~%   1.5~~1.5~~%   8~~8~~%   1.5~~1.5~~%

Total Adjustment                      10 ~~11~~%   9~~9~~%   ~~18~~%   9~~9~~%   3.75~~3.75~~%   24~~24~~%   3.75~~3.75~~%

**This agreement is tentative pending ratification of the total package.**

For ATU:

For VTA:

\_\_\_\_\_

Rajvinder Singh

Date: \_\_\_\_\_

\_\_\_\_\_

Robert Escobar

Date: \_\_\_\_\_

**ATU Proposal Part A Section 5.3 (b)**

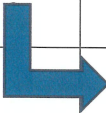
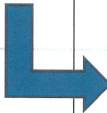
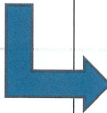
- ATU Proposal December 12, 2024
- VTA Counter (December 19, 2024)
- ATU Counter (January 7, 2025)
- VTA Counter (January 21, 2025)
- Passed as Part of VTA’s Package (February 13, 2025)
- Passed as Part of VTA’s Package (February 25, 2025)
- ATU Counter Package (February 25, 2025)
- Passed as Part of 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)
- Passed as Part of VTA’s Package (March 23, 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 ~~3~~ 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)  
Passed as Part of VTA's Package (March 20, 2025)  
Passed as Part of VTA's Package (March 23, 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)

Passed as Part of VTA's Package (March 20, 2025)

Passed as Part of VTA's Package (March 23, 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)

Passed as Part of VTA's Package (March 20, 2025)

Passed as Part of VTA's Package (March 23, 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)  
Passed as Part of VTA's Package (March 20, 2025)  
Passed as Part of VTA's Package (March 23, 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)  
Passed as Part of VTA's Package (March 23, 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

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employee is unable to return to the employee's current classification or secure another 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  
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ATU Counter (November 5, 2024)  
VTA Counter (November 7, 2024)  
ATU Counter CL (November 12, 2024)  
VTA Counter (December 3, 2024)  
ATU Counter CL (December 10, 2024)  
VTA Counter (December 12, 2024)  
ATU Counter CL (December 12, 2024)  
VTA Counter (December 17, 2024)  
ATU Counter CL (December 19, 2024)  
VTA Counter (December 19, 2024)  
ATU Counter CL (January 7, 2025)  
VTA Counter (January 14, 2025)  
ATU Counter CL (January 16, 2025)  
VTA Counter (January 21, 2025) *ILP*

**Part B, Section 4 – OVERTIME**

.1 Definition of Overtime

Time and one-half shall be paid for all work in excess of eight hours per day, exclusive of turn-in and travel time, unless otherwise mandated by the Fair Labor Standards Act.

For the purposes of computing overtime pay, time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

~~Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.~~

~~Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.~~

Only actual on-duty time spent in the performance of assigned duties will be included.  
Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or



unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work week.



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 VTA Counter (November 7, 2024)  
 ATU Counter CL (November 12, 2024)  
 VTA Counter (December 3, 2024)  
 ATU Counter CL (December 10, 2024)  
 VTA Counter (December 12, 2024)  
 ATU Counter CL (December 12, 2024)  
 VTA Counter (December 17, 2024)  
 ATU Counter CL (December 19, 2024)  
 VTA Counter (December 19, 2024)  
 ATU Counter CL (January 7, 2025)  
 VTA Counter (January 14, 2025)  
 ATU Counter CL (January 16, 2025)  
 VTA Counter (January 21, 2025) *12p*

**Part B, Section 17 – DISPATCHER POSITIONS**

**.1 Overtime**

The overtime rate of one and one half (1 1/2) times the regular hourly rate shall be paid for all work performed before or after any scheduled regular eight (8) or ten (10) hour shift or in excess of 40 hours in any work week. Overtime work will be distributed as equally as possible.

Overtime work will be covered by available permanent dispatcher personnel first. Dispatcher and substitute Dispatcher overtime is limited as follows:

- Permanent Dispatchers and substitute Dispatchers may work no more than half a regular shift into an additional shift.

Primary methods for assigning open shifts/overtime will be as follows:

1. Awarded to permanent dispatchers, as a whole shift, in order of number of shifts worked (from least to greatest) from available dispatchers; by seniority if number of shifts worked are equal.
2. Awarded to permanent dispatchers by splitting shift on a voluntary basis (if no offers has been made by bid or request, to split the shift, from the permanent dispatcher(s) PRIOR to offering the shift to the last available permanent dispatcher then awarding will immediately proceed to substitute dispatchers)
3. Awarded to substitute dispatchers, as a whole shift, in order of number of shifts worked (from least to greatest) from available substitute dispatchers; by seniority if



number of shifts worked is the same.

- If an open shift has not been on the calendar/schedule for at least 72 hours then calls must be made to fill the shift according to the above methods (any email bids can be granted if it reaches that dispatcher, through the primary methods, without a call).
- Substitute dispatchers are only to be used to do dispatch work, if there is no permanent dispatcher able/willing to do the work.
- A shift that becomes open 1 hour or less from the start of the shift will be considered short notice for purposes of filling the shift.

Open shifts, uncovered after attempts through regular procedures, may result in assignment to the substitute Dispatcher who is in an available status.

For the purposes of computing overtime pay, time worked shall be defined as follows:

#### For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

#### For a Work Week

~~Only paid time such as actual on-duty time spent in the performance of assigned duties; paid sick leave or paid industrial injury time will be included.~~

~~Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.~~

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work week.





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ATU Counter (November 5, 2024)  
VTA Counter (November 7, 2024)  
ATU Counter CL (November 12, 2024)  
VTA Counter (December 3, 2024)  
ATU Counter CL (December 10, 2024)  
VTA Counter (December 12, 2024) 11:30a

**Part B, Section 19 – FARE INSPECTORS**

**.1 Overtime**

The overtime rate of one-and-one-half (1 1/2) times the regular hourly rate shall be paid for all work performed before or after any regularly scheduled eight hour shift. Overtime work will be distributed as equally as possible.

For a Workday:

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received, but the time is not worked, such as Sick Leave or Industrial Injury time or time off for which no pay is received, such as approved or unapproved Leaves of Absence, shall not be counted as time worked for purposes of computing the Overtime, for a workday.

For a Work week:

~~Only paid time, such as actual on-duty spent in the performance of assigned duties, paid Sick Leave or paid Industrial Injury time will be included.~~

~~Time off, for which no pay is received, such as approved or unapproved Leaves of Absence, shall not be counted as time worked for purposes of computing the Overtime for a work week.~~

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received, but the time is not worked, such as Sick Leave or Industrial Injury time or time off for which no pay is received, such as approved or unapproved Leaves of Absence, shall not be counted as time worked for purposes of computing the Overtime, for a work week.



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VTA Counter (November 7, 2024)  
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VTA Counter (December 3, 2024)  
ATU Counter CL (December 10, 2024)  
VTA Counter (December 12, 2024)  
ATU Counter CL (December 12, 2024)  
VTA Counter (December 17, 2024)  
ATU Counter (December 19, 2024)  
VTA Counter (December 19, 2024)  
ATU Counter CL (January 7, 2025)  
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ATU Counter CL (January 16, 2025)  
VTA Counter (January 21, 2025)  
Passed as Part of VTA's Package (March 23, 2025)

**Part B, Section 20 – TRANSIT RADIO DISPATCHERS**

**.2 Overtime**

The overtime rate shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. The overtime rate shall be paid for all work in excess of any scheduled regular shift of eight hours or ten hours or in excess of 40 hours in any work week.

Overtime worked by TRDs and substitute TRDs is limited as follows:

- TRDs and substitute TRDs may work no more than half a regular shift into an additional shift

For the purposes of computing overtime pay time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

~~Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.~~

~~Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work~~

week.

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work week.

2024 VTA/ATU Negotiations  
VTA Proposal (November 5, 2024)  
ATU Counter (November 5, 2024)  
VTA Counter (November 7, 2024)  
ATU Counter CL (November 12, 2024)  
VTA Counter (December 3, 2024)  
ATU Counter CL (December 10, 2024)  
VTA Counter (December 12, 2024)  
ATU Counter CL (December 12, 2024)  
VTA Counter (December 17, 2024)  
ATU Counter CL (December 19, 2024)  
VTA Counter (December 19, 2024)  
ATU Counter CL (January 7, 2025)  
VTA Counter (January 14, 2025)  
ATU Counter CL (January 16, 2025)  
VTA Counter (January 21, 2025) *12p*

**Part C, Section 2 – PREMIUM PAY**

**.1 Overtime**

The overtime rate shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. The overtime rate shall be paid for all work performed in excess of eight hours in any 24 hour period unless resulting from a voluntary change of shifts.

The overtime rate shall be paid for all work in excess of eight hours in any regular shift or in excess of 40 hours in any work week.

All things being equal, the opportunity to work overtime will be distributed as equally as practicable. VTA shall utilize a reasonable recordkeeping system to record the opportunity to work overtime in each classification, shift and yard. Authorized Union representatives shall be permitted to review these records during regular working hours to verify compliance with the overtime distribution obligation of this paragraph.

Overtime will not be denied as any form of discipline.

For the purposes of computing overtime pay, time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included.

Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

~~Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.~~

~~Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.~~

Only actual on-duty time spent in the performance of assigned duties will be included.  
Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work week.

2024 VTA/ATU Negotiations  
VTA Proposal (November 5, 2024)  
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VTA Counter (November 7, 2024)  
ATU Counter CL (November 12, 2024)  
VTA Counter (December 3, 2024)  
ATU Counter CL (December 10, 2024)  
VTA Counter (December 12, 2024) ~~11:30a~~

**Part D, Section 2 – OVERTIME**

The overtime rate shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. The overtime rate shall be paid for all work in excess of eight hours in any regular shift or in excess of 40 hours in any work week.

For the purposes of computing overtime pay time worked shall be defined as follows:

**For a Work Day**

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

**For a Work Week**

~~Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.~~

~~Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.~~

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work week.

