

From: VTA Board Secretary
Sent: Friday, May 30, 2025 8:03 AM
To: VTA Board of Directors
Subject: From VTA: ATU Negotiations Update
Importance: High

Board of Directors:

Please find attached an update on the status of negotiations between VTA and ATU.

You may respond to this email if you have any questions.



Thank you,

Office of the Board Secretary
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, CA 95134-1927
Phone **408-321-5680**



MEMORANDUM

TO: VTA Board of Directors

FROM: Carolyn M. Gonot, General Manager/CEO 
Greg Richardson, Deputy General Manager 

DATE: May 30, 2025

SUBJECT: ATU Negotiations Update

We want to ensure you are up to date on the latest developments in our negotiations with Amalgamated Transit Union (ATU) Local 265.

On Wednesday morning, May 28, ATU President Raj Singh requested from Linda Durham a copy of the most recent comprehensive package proposal passed by Santa Clara Valley Transportation Authority (VTA) at the last negotiations session on May 22, 2025. We are hearing the union plans to distribute this proposal to its membership for review this weekend. While we have not received formal notification, we've heard informally and seen an ATU flyer stating that the proposal may be put to a vote by ATU members on June 3. Although there has been little discussion on the issue, ATU leadership is reportedly recommending a "NO" vote. Should we learn of a vote and a favorable outcome, we will bring the ratified agreement to the Board for approval on June 5.

At this time, the union has not expressed interest in meeting with VTA.

Throughout the bargaining process, we've continued to keep employees informed. Attached is the latest Bargaining Bulletin, which outlines the current offer and highlights the financial impact employees face by not ratifying a new contract.

VTA Bargaining Bulletin

May 29, 2025

At the Santa Clara Valley Transportation Authority (VTA), we value our employees and are committed to providing competitive wages, comprehensive benefits, and meaningful opportunities for career growth.

With a highly union-represented workforce, we negotiate collective bargaining agreements every three to four years to meet the needs of both our employees and the agency. These negotiations are complex and require time, focus, and mutual commitment.

Since August 2024, VTA has been in active negotiations with our largest union, Amalgamated Transit Union (ATU) Local 265, which represents approximately 1,500 frontline workers, including bus and light rail operators, mechanics, dispatchers, fare inspectors, and customer service representatives. Nine months later, we remain at the bargaining table, still working in good faith toward a fair agreement.

We initiated discussions early to facilitate a productive and meaningful bargaining discussion and have since presented several comprehensive proposals. VTA's current offer includes a 14.5% wage increase over four years, along with continued comprehensive benefits, improved work policies, and enhanced dental coverage. This proposal represents a significant investment—valued at approximately \$43.6 million over the contract term—and reflects VTA's ongoing commitment to recognizing and rewarding its employees' contributions to our riders and the communities we serve.

Consistent with the terms of the bargaining agreements reached with all of the other unions at VTA, the current proposal to ATU does not include retroactive pay. This means that each day worked without a new agreement results in missed wage and benefit increases of roughly \$560.00 per month (budgeted) for the average ATU-represented employee (depending on classification and overtime worked; this number varies).

Reminder

The package proposed by VTA on May 22, 2025 is as follows and the file is attached:

- Term 4 years.
- 4%, 3.5%, 3%, and 4%—totaling a 14.5% increase over the term - effective the first full pay period following union ratification. If ATU membership ratifies this Tentative Agreement by June 3, 2025, and the VTA Board of Directors approves the Tentative Agreement by June 5, 2025, then the wage increases stated herein would be treated as effective June 9, 2025.
- Part A, Section 5.3(b) – Progression Periods and Rates and Operator Merit Increase – as proposed by ATU.

- Part A, Section 15.2 – Dental enhancement proposed by ATU - effective January 1, 2026, assuming the Agreement is ratified by the Union and approved by the Board on or before June 5, 2025.
- Agreement on language around arbitrability (proposed by ATU).
- Part A, Section 10.4 - Work a full day before and after a holiday.
- Part A, Section 14.1 – Employees hired on or after January 1, 2026, shall be required to work 60 consecutive days in order to break a two-year leave of absence. Current employees are grand parented into the existing provision.
- 12 Tentative Agreements signed to date (9 ATU and 3 VTA).

More details were provided in the May 23, 2025 Bargaining Bulletin.

We deeply appreciate the hard work and dedication of all our employees and are eager to move forward with a new and equitable contract that benefits everyone.

VTA Counter-Proposal, 5/22/25 at ~7:15 PM

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

TENTATIVE AGREEMENT

May 22, 2025

All compensation increases in the first year of the successor CBA will be effective the first full pay period following union ratification provided the VTA Board of Directors approves the new CBA at the first subsequent meeting in open session. If ATU membership ratifies this Tentative Agreement by June 3, 2025, and the VTA Board of Directors approves the Tentative Agreement by June 5, 2025, then the wage increases stated herein would be treated as effective June 9, 2025.

Provided the Union has ratified this Tentative Agreement and has returned the signed version of the same to VTA by Noon on June 4, 2025, VTA will present the Tentative Agreement to the Board and recommend adoption no later than June 5th, at the June 5, 2025 Board Meeting. If so approved, the successor CBA will become effective June 5, 2025, with a term of June 5, 2025 until June 4, 2029.

Assuming the resulting CBA becomes effective on June 5, 2025, within 15 calendar days thereafter, VTA shall dismiss with prejudice its pending lawsuit against ATU in Santa Clara Superior Court, Case No. 25-CV-460740, and ATU shall dismiss its related appeal concerning the Order re Preliminary Injunction.

All members eligible to participate in the Operator Accelerated Merit Increase provisions of Section 5.2 shall not be disqualified due to participation in the strike.

VTA, solely on behalf of itself, shall not press criminal charges against any ATU member or officer who participated in the strike that began on March 10, 2025, based on their participation in the strike. The foregoing sentence does not apply to conduct during the strike involving violence, threats of violence, or property damage. VTA acknowledges and represents that, as of the date of this Tentative Agreement, VTA has not pressed criminal charges against any ATU member in connection with the March 10, 2025 strike. This representation is on behalf of VTA as an organization only.

VTA, solely on behalf of itself, shall not pursue any civil claims against any individual ATU member or officer for participating in the strike that began on March 10, 2025, provided that such participation did not involve the member or officer participating in any act of violence, threat of violence, or property damage in connection with the strike.

VTA shall not discipline any ATU member or officer for participating in the strike that began on March 10, 2025, except that VTA may impose discipline in cases where the member's conduct

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.

during the strike involved violence, a threat of violence, or property damage. Nothing in this Agreement shall prohibit or impede VTA's ability to comply with state or federal law.

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

- Term 4 years
- Salary 4%/3.5%/3%/4%
- 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 – Effective January 1, 2026, assuming the Agreement is ratified by the Union and approved by the Board on or before June 5, 2025.
- 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 January 1, 2026 shall be required to work 60 consecutive calendar 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

SIGNATURE PAGES TO FOLLOW

VTA Counter-Proposal, 5/22/25 at ~7:15 PM

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: _____

Dated: _____

For the VTA

For the ATU

Linda Durham
Employee Relations Manager

Rajvinder Singh
President and Business Agent

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

From: VTA Board Secretary
Sent: Friday, May 30, 2025 3:29 PM
To: VTA Board of Directors
Subject: VTA Information: April 2025 Ridership Memo

Board of Directors,

Attached you will find the final April 2025 ridership memo.

Thank you,

Office of the Board Secretary
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, CA 95134-1927
Phone **408-321-5680**



Date: May 30, 2025
Current Meeting: NA
Board Meeting: June 5, 2025

BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
Board of Directors

THROUGH: Carolyn M Gonot, General Manager/CEO

FROM: Naunihal (Nauni) Singh, Interim Chief Operating Officer

SUBJECT: VTA Ridership – April 2025

Policy-Related Action: NA

Government Code Section 84308 Applies: No

INFORMATION ITEM

EXECUTIVE SUMMARY:

To present the bus and light rail ridership performance of the Santa Clara Valley Transportation Authority.

STRATEGIC PLAN/GOALS:

The report is an information item only.

BACKGROUND:

This report is routinely produced after each month. This report is for the month of April 2025.

CLIMATE IMPACT:

The report is an information item and will have no impact on climate change.

DISCUSSION:

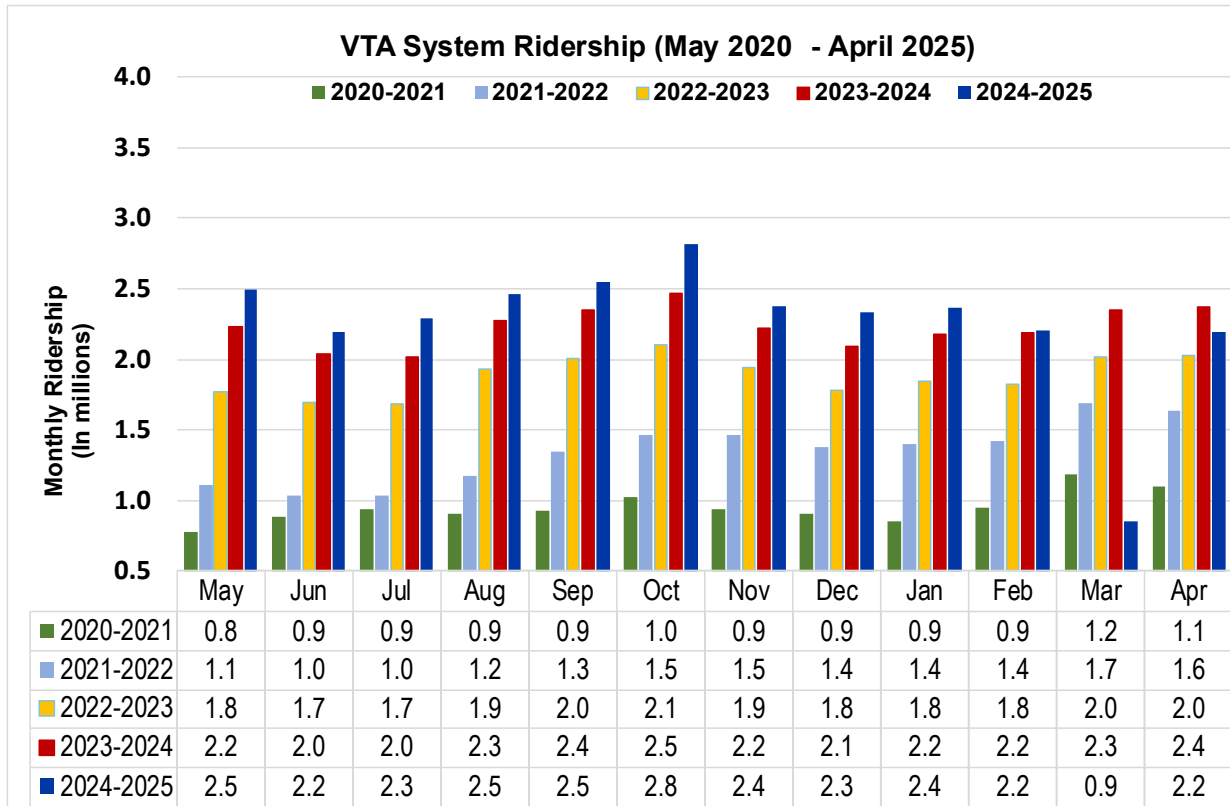
April 2025 total monthly system ridership was 2,181,781, a decrease of 7.9% compared to April 2024. The total monthly bus ridership was 1,874,111, a decrease of 4.6% compared to April 2024. The total monthly light rail ridership was 307,670, a decrease of 23.8% compared to April 2024. The average weekday system ridership for April 2025 also decreased by 8.5%. The Calendar year-to-date (January 2025 through April 2025) system ridership (bus and light rail) was 7,599,895, a decrease of 16.2% compared to same period last year. Service disruptions in March are the primary reason for the decrease.

There was rail rehabilitation from Friday, April 25, 2025, to Sunday, April 27, 2025, in the area surrounding the Mabury Crossover and Capitol/Gay signals that involved bus bridge service.

Levi's Events: There were no events at the Levi's Stadium in April 2025.

	Monthly			Calendar Year-to-Date		
VTA Ridership	Current (April 2025)	Prior (April 2024)	Percent Change	Current (Jan'25-Apr'25)	Prior year (Jan'24-Apr'24)	Percent Change
Bus	1,874,111	1,965,191	-4.6%	6,446,952	7,485,514	-13.9%
Average Weekday	70,975	74,973	-5.3%	73,507	71,819	2.4%
Average Saturday	42,894	41,939	2.3%	43,437	40,480	7.3%
Average Sunday / Holiday	35,271	37,007	-4.7%	36,023	34,497	4.4%
Light Rail	307,670	403,686	-23.8%	1,152,943	1,580,951	-27.1%
Average Weekday	11,544	15,194	-24.0%	13,215	14,595	-9.5%
Average Saturday	7,595	8,571	-11.4%	7,557	8,918	-15.3%
Average Sunday / Holiday	5,831	8,789	-33.7%	6,330	9,671	-34.5%
System	2,181,781	2,368,877	-7.9%	7,599,895	9,066,465	-16.2%
Average Weekday	82,519	90,167	-8.5%	86,722	86,414	0.4%
Average Saturday	50,489	50,510	0.0%	50,994	49,398	3.2%
Average Sunday / Holiday	41,102	45,796	-10.2%	42,353	44,168	-4.1%

The system ridership (Bus and light rail) in millions for years 2020-2025 is presented in the chart below:



Note: May 2020 onwards had impacts from COVID-19. March 2025 had decreased ridership due to ATU service disruptions.

The boardings per total hour and boardings per revenue hour for bus and rail for April 2025 are shown in the table below:

	Boardings per Total hour ¹			Boardings per Revenue hour ²		
	April 2025	April 2024	Percent Change	April 2025	April 2024	Percent Change
Bus	14.8	16.0	-7.5%	15.8	17.1	-7.5%
Light Rail	23.0	30.2	-21.5%	24.7	32.3	-21.1%

Total hours – Includes revenue hours and deadhead hours (hours that a vehicle travels when out of revenue service). ² Revenue hours - Scheduled hours of service available to passengers for transport on the routes. Includes recovery/layover time.