MEMORANDUM OF AGREEMENT

Between

Santa Clara Valley Transportation Authority (VTA)

And

Transportation Authority Engineers and Architects Association (TAEA)/Local 21

April 4, 2025 – April 3, 2029

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PREAMBLE

This agreement, hereinafter referred to as the Agreement, entered into by the Santa Clara Valley Transportation Authority, hereinafter referred to as VTA, and the Transportation Authority Engineers and Architects Association (also known as TAEA), hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between VTA and Association, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

VTA and the Association acknowledge that Public Utilities Code Sections 100308 and 100309 were enacted effective January 1, 1995, pursuant to Chapter 254, Statutes 1994 ("AB 2442"), and that pursuant thereto certain employees formerly employed by the County of Santa Clara were hired by VTA, and this Memorandum of Agreement, and its appendices, are intended to, and do, among other things, implement the provisions of Sections 100308 and 100309.

This Agreement is the result of both parties meeting and discussing in good faith.

ARTICLE 1 - GENERAL PROVISIONS

Section 1.1 - Discrimination Prohibited

VTA and the Association agree that they shall not discriminate in any way on account of race, creed, color, religion, sex, national origin, political affiliation, age, physical disability, or sexual orientation except as provided by law. VTA agrees that no employee shall be discriminated against because of Association membership.

Section 1.2 – Union Rights

a) Union Security

Effective June 27, 2018, upon certification by the Union that an employee has signed a deduction authorization, the Employer will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than the Employer. Deductions will continue unless the employee provides a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by providing a written revocation to the Union that is received by the Union during the thirty (30)-day period immediately prior to the annual anniversary date on which the employee signed the authorization form. Should the employee elect to mail the revocation, the postmark must reflect that the notice was mailed during said 30-day period.

b) Union Responsibility
The Union shall indemnify and hold the Santa Clara Valley Transportation Authority (VTA) harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions or from complying with any demand for termination hereunder, provided that the VTA promptly provide notice to the Union of any claim, demand, suit, or other action for which it is seeking indemnification. With regard to any such claim, demand, suit, or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

c) AB119 – Representative Access to Employee Orientation
The specific provisions of California Assembly Bill No. 119 which require public employers to provide the exclusive representative of employees mandatory access to new employee orientations. The following outlines the structure, time, and manner of the access provided to this exclusive representative.

The terms are as such:

1. Notice: VTA shall provide at least ten (10) business days' written notice, by email to addresses that the Union shall provide to VTA of all new employee orientations whether the orientation takes place in person or online

2. Access: VTA holds a Benefits Orientation which generally takes place on a new employee's first day of work. At the beginning of the Benefits Orientation (normally 9 AM but subject to change based on business needs), the Union will be afforded up to one hour to meet privately with (and provide materials and information to) all TAEA/IFPTE Local 21-represented new employees who are present, without management personnel or any other persons. Up to two (2) Union Representatives who are TAEA members may be present at the Orientation during the allotted time without loss of pay.

3. Information Exchange: Within thirty (30) days of hiring a new employee, or by the first pay period of the month following hire, the employer will provide the Union with the below listed information in a digital or other usable data format:
    1) Name
    2) Job Title
    3) Department or Division
    4) Work Location
    5) Telephone Number(s) (work and home/personal provided by employee)
    6) Personal email address on file with employer
    7) Home address of the new hire

Similarly, VTA will also provide the Union with the above detailed information for all employees within the bargaining unit at least every 120 calendar days in a digital or other

usable data format. Currently, VTA does not keep personal email addresses on file for employees and therefore will not be providing the information to the Union. Should VTA begin keeping personal email addresses of employees on file, such information will be provided to the Union.

Section 1.3 - Bulletin Board Space

VTA shall provide reasonable space on bulletin boards for official Association notices in departments where the Association represents employees.

Section 1.4 - Meeting Space

VTA shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off duty time periods. The Association shall provide timely advance notice of such meetings. The Association agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with VTA regulations for assignment and use of such facilities.

Section 1.5 - Interoffice Mail Service

The Association shall be allowed reasonable use of VTA interoffice mail service for distribution of non-controversial written material for the information of representatives and officers.

Section 1.6 - Association Access to Work Locations

Association officers and representatives shall be granted reasonable access to employee work locations, upon the consent of the Division head or his/her designated representative, for the purpose of contacting members concerning business within the scope of representation, provided such contact does not interfere with the employee's work. Solicitation for membership or other internal Association business shall not be conducted during work time.

Section 1.7 - Representatives

VTA and the Association agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible administrative level.

a) Number of Representatives - The Association will select three representatives from the represented Unit. The Association shall provide a current list of representatives, regularly updated, to VTA, showing employee name, classification, department, and work location. VTA shall provide the Association with a copy of its current administrative instructions (if any) recognizing representatives designated by the Association.

b) Scope of Representation - An employee may be represented by an Association Representative at the appropriate step of the grievance procedure concerning a dispute as defined in Article 11, Section 11.1. An individual employee who is dissatisfied with their appraisal or quarterly progress summary may request a review from the next higher level of management. At this point, there shall be no

further levels of review. Such right of representation does not include the initial discussion between the employee and the supervisor unless, however, there is just cause to believe that the initial discussion may result in disciplinary action against the employee. In the event a supervisor brings his/her supervisor to an annual performance appraisal meeting (see Section 2.8), an employee has the right to have Union/TAEA executive officer representative attend the meeting.

c) Representatives Time Off - A representative or Association Officer shall be allowed reasonable time off with pay for the purposes herein above defined, subject to the concurrence of his/her Division head or his/her designated representative. Such concurrence shall not be unreasonably withheld. Time off shall be prescheduled.

Section 1.8 - Negotiating Committee

The committee authorized by the Association to consult, meet and confer, or negotiate collectively, shall consist of a reasonable number of representatives, no more than three of which may be paid VTA employees. Employee members of the committee will be paid by VTA for the time spent in negotiations with management, for straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held at a time and place mutually acceptable to all parties.

Section 1.9 - Employee Notification of Representation

Employee transaction data currently available on the system shall, upon request, be forwarded to the Association no more than two times per contract year.

Section 1.10 - Distribution of Information

a) State of California Workers' Compensation Information – VTA shall distribute literature to each new employee clearly describing the rights and benefits of all represented employees under State of California Workers' Compensation laws.

b) Association Information – VTA agrees to reasonably distribute to each new employee within the represented unit appropriate literature furnished by the Association and a copy of this Agreement.

c) Printing of Agreement – VTA agrees to make available five copies of this Agreement for the Associations' use.

Section 1.11 - Recognition

VTA recognizes Transportation Authority Engineers and Architects Association, or TAEA, as the exclusive bargaining representative for all classified employees in positions within the bargaining unit.

For the purpose of this Agreement, an employee shall be defined as a person employed in a position in the bargaining unit covered by this Agreement.

Section 1.12 - Americans with Disabilities Act

The parties agree to meet as needed to review compliance with the Americans with Disabilities Act.

ARTICLE 2 - PERSONNEL ACTIONS

Section 2.1 - Probationary Period

Each new employee shall serve a probationary period of 12 months. The 12 month probationary period shall be calculated by pay periods. An employee's probationary ending date shall be counted as 12 calendar months moved to the start of the next pay period. Upon successful completion of such probationary period, the employee shall be deemed a regular employee. A leave of absence without pay shall not be credited toward completion of the employee's probationary period.

Section 2.2 - Personnel Files

a) General Provision - An employee will be informed of and provided with a copy of all non-routine entries into his/her personnel file.

b) Employee Right of Inspection - An employee shall be permitted at any time during regular office hours to inspect his/her personnel file. Should any copies of any material contained in the file be requested by the employee, the first copy of each item requested shall be furnished to the employee at no cost to the employee. The employee may also authorize, in writing, the Association representative to inspect his/her personnel file.

c) Derogatory Material - Derogatory material over three years old may be removed from an employee's file, upon the employee's written request, provided that no additional derogatory material has been entered during the intervening three year period except those involving charges as listed in VTAs Personnel Policies and Procedures.

   Suspensions of greater than five (5) days, demotions and dismissals which have become final shall not be removed from the personnel file. Suspensions of five (5) days or less will remain in the personnel file for two (2) years.

d) Confidentiality - Materials in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

Section 2.3 - Disciplinary Action

VTA may take disciplinary action for cause against any regular employee by suspension, demotion or discharge by notifying the employee in writing. Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. An employee who is to be terminated, shall be given either five days' notice of termination or five days' pay.

A disciplinary notice shall be included in the employee's personnel file and a copy sent to the Union in person or by regular mail and designated Union officer. The notice shall include:

a) Statement of the nature of the disciplinary action.

b) Effective date of the action.

c) Statement of the cause thereof.

d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.

e) Statement advising the employee of the right to appeal from such action and the right to Association representation.

f) In cases of demotion, discharge, or suspension of five (5) days or more, the notice shall also include a statement of the employee's right to respond, either orally at a meeting requested by the employee, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action. The employee shall be served with notice of final action in person or by certified mail prior to the action becoming effective.

Procedure and Responsibilities

Depending upon the facts and circumstances involved in each situation management may choose to begin disciplinary action at any step up to and including termination. In general, however, the process follows the pattern outlined below:

1. Verbal Warning: For minor infractions, the employee will be issued a verbal warning. If the situation does not improve within a reasonable period of time (depending upon the seriousness of the issue), the supervisor may repeat the measure or use the next step. This verbal warning may or may not be documented formally by the supervisor.

2. Written Warning: For repeated minor infractions, or a more substantial infraction, the employee will be issued a written warning notice. If the situation does not improve within a reasonable length of time (depending on the seriousness of the issue), the supervisor may repeat the measure or issue more serious discipline. The written warning notice may be prepared prior to a disciplinary interview with the employee. The employee will be asked to sign the notice, acknowledging receipt and will be given an opportunity to comment in writing. Copies of the notice will be distributed to the employee, the supervisor, the personnel file, Employee Relations, and the Union.

3. Demotion or Suspension: A suspension will generally span from the balance of

a shift to thirty (30) working days (excluding holidays, sick leave, or other Agency compensated time). For any suspension that is five (5) days or longer, the employee will be given the opportunity to respond orally or in writing to the recommended action. A review process will be held by an Agency designated officer whose decision will be final. Failure to respond will automatically waive the employee's right to review, and the recommendation will become final. Notice of the decision shall be served in writing with copies distributed as outlined in Step 2 above.

4. Discharge: For major infractions, or continued failure to respond appropriately to prior disciplinary action, discharge may be the only recourse. Review by the Labor Relations Manager or their designee must be held prior to the discharge of an employee under any circumstances.

g) Appeal

Step 1 - Informal Meeting
The employee or the Union shall have the right to request an informal meeting on the charges which are the basis for the discipline or discharge. The Employee Relations Department shall schedule an informal meeting with the appropriate Department Manager or designee prior to the formal hearing. The parties shall discuss their respective positions, exchange information and supporting documentation, and utilize their best efforts to resolve the dispute. If the parties are unable to resolve the dispute, or if Step 1 is waived in writing by TAEA, the matter will proceed to a formal hearing.

Step 2 - Formal Hearing
The employee or the Union shall have the right to request a formal hearing on the charges which are the basis for the discipline or discharge. The request shall include the affected employee, nature of the claim, and remedy sought. The request for hearing must be in writing and must be sent to Employee Relations within 30 calendar days after receipt of the notice of discipline or discharge.

The Employee Relations Department or its designee shall, within thirty (30) calendar days of receiving the request, convene a formal hearing. The Employee Relations Department shall select a hearing officer to preside over the hearing.

The hearing officer shall render a written decision on the grievance within fifteen (15) calendar days of the hearing. A copy of the decision shall be electronically mailed to the grievant and the TAEA Union Representatives.

The Union or employee, if dissatisfied with the Hearing Officer's decision, may take the matter to arbitration.

h) Appeal to arbitration

Appeals to arbitration must be made in writing to the Employee Relations department or their designee within ten (10) working days from receipt of the formal hearing decision. As soon as possible, but not later than 30 working days after receipt of the request for arbitration, VTA and the Union shall meet to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of seven names from the State Conciliation and Mediation Service and shall strike until an arbitrator is selected. The decision of the arbitration shall be final and binding. The arbitrator's compensation and expenses shall be borne equally by VTA and the Association. Failure to timely file a written appeal shall result in waiver and the Step Two Formal Hearing decision shall resolve the matter with no further rights under the arbitration process.

Section 2.4 - Return to Former Class

As an alternative to appointment from any employment list, any current regular employee, upon recommendation of the appointing authority and approval by the Chief Administrative Officer or designee, may be appointed without further examination to a position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class.

Section 2.5 - Unclassified Appointment

No employee, while holding a position in the unclassified service, shall be assigned to or occupy any classified position.

Section 2.6 - Rights Upon Promotion or Transfer to Classified or Unclassified Service

Any regular employee who receives a provisional or probationary promotion, or who transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a regular employee of his/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the employee's former class in the event the layoff procedure is involved.

Any regular employee who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service, the duration of which is known to be for less than six months, shall be considered to be on leave from his/her regular position and departments are authorized to make substitute appointments to such vacated positions.

Section 2.7 – Performance Appraisal

TAEA Members shall receive an annual performance evaluation in accordance with VTA Policy AS-HR-PR-2140- Performance Appraisal.

ARTICLE 3 - PAY PRACTICES

Section 3.1 - Salaries and Step Placement on Salary Range

Step placement on the salary range, paragraphs a) through f) shall be in effect during the term of this Agreement.

Effective April 14, 2025, upon ratification by the Union membership and approval by the VTA Board of Directors, TAEA represented employees shall receive a 4.0% wage increase.

Effective the first full pay period in April 2026, TAEA represented employees shall receive a 3.5% general wage increase.

Effective the first full pay period in April 2027, TAEA represented employees shall receive a 3.0% general wage increase.

Effective the first full pay period in April 2028, TAEA represented employees shall receive a 4.0% general wage increase.

1) Each employee shall be paid within the range for his/her class, according to the following provisions, unless otherwise provided by Section 8.3.

   a) The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Human Resources Manager may approve appointment at the second or third step, and with the approval of the Chief Administrative Officer, at the fourth or fifth step.

   b) The second step shall be paid after the accumulation of six months of competent service at the first step.

   c) The third step shall be paid after the accumulation of 12 months of competent service at the second step.

   d) The fourth step shall be paid after the accumulation of 12 months of competent service at the third step.

   e) The fifth step shall be paid after the accumulation of 12 months of competent service at the fourth step.

   f) Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

2) VTA shall conduct salary reviews for the Associate level of each class series (e.g., Transportation Engineer, etc.) using the agencies and process identified in Appendix C of the current Agreement and the salary review reports shall be posted to TAEA 60 days prior to the expiration of this Agreement.

Section 3.2 - Effect of Promotion, Reclassification, Demotion or Transfer on Salaries

An employee moving to a different class by means of lateral transfer, promotion, or demotion shall meet the minimum qualifications of such class. In addition to meeting the minimum qualifications, an employee moving to a different class shall compete in the appropriate selection process.

Movement to a different position includes:

1) Promotion: the advancement from a position in one class to a position in another class with a higher salary range.
2) Lateral Transfer: movement to a position within the same class or to a position in a different class within the same salary range.
3) Demotion: movement from position in one class to a position in another class with a lower salary range.

a) Upon promotion, an employee's salary shall be adjusted as follows:

   1) For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase salary.

   2) For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.

b) Notwithstanding the provisions of Section 3.1, upon demotion of an employee with regular status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

c) Reclassification Review Requests:

   Should an employee believe that they are performing work that is beyond the scope of their current classification and such work has been performed for a period not less than four (4) months, he/she may request a reclassification review by his/her department management. The department management will review the documentation provided by employee for accuracy and at the discretion of management, submit their recommendation to the Human Resources Department within 30 days from the submission by the employee. The Human Resources Manager or their designee will review the request and make a determination in writing which will be provided to the employee, union officer and union representative whether to support or deny the request no later than four (4) months from the date of submission by the employee's Department Manager.

Appeal Rights:

If the request is denied and the employee is dissatisfied with Human Resources Department's written decision the employee may submit a written request to appeal the decision within five (5) working days from the receipt of the Human Resource Department's decision to the Deputy Director of Administrative Services. The Deputy Director's, or their designee, written decision shall be final and binding and be rendered

to the employee not later than 30 days from the date the appeal is submitted. Should the reclassification be granted/approved, management retains the option to return the employee to their former classification and withdraw the higher level duties. There will be no retroactive pay. Should management decide to promote the employee, the employee shall serve the appropriate probationary period commencing on the start date of the new promotion. Movement to the appropriate class shall take place on the first pay period following final approval.

d) Upon lateral transfer, the salary shall remain unchanged.

e) Notwithstanding the provisions of Section 3.1, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the employee for future step increases.

f) In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than 10%, the employee's new salary shall be set at the rate closest to, but not less than ten percent 10% below his/her salary as of the time of injury.

Section 3.3 - Part-Time Salaries and Benefits

a) The salary ranges provided in Appendix A and B are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a bi-weekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

b) Benefits - Employees filling half-time positions shall receive all other benefits of this Agreement except for the benefit package of the health, dental and life insurance. If the employee elects to be covered by the VTA provided benefit package of the health, dental or life insurance plans, the employee shall authorize a payroll deduction for one-half of VTA's contribution to such plans.

Section 3.4 – Temporary Upgrade Pay (TUP)

Temporary Upgrade Pay, as defined by CCR 571(a)(3) is "compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration." For Classic CalPERS members, TUP is considered special compensation as pensionable earnings when the employee assumed the full duties of the upgrade position. When an employee maintains their current duties and takes on additional duties of an upgraded position, the additional duties meet the definition of overtime as outlined in GC 20635 and are not reportable to CalPERS.

Employees within the bargaining unit will receive compensation when higher level duties are assigned and performed during the temporary absence of an incumbent in a higher class.

Such payment will be made consistent with the promotional pay procedures under VTA's Policies and Procedures and will only apply where the assignment is made for a period of 6 consecutive working days or more (including holidays). When such pay for higher level duties is appropriate under these terms and conditions, it will commence on the first day of the assignment and continue throughout the duration of the absence. Employees shall receive the TUP rate of pay for a holiday when the employee is assigned TUP the day prior to and the day following the holiday. Application of this provision may be extended to vacant positions only upon concurrence of Human Resources. The differential shall not be paid when the employee who is assigned TUP is absent due to sick leave or vacation. An employee's time spent performing TUP assignment shall be considered as valid knowledge and experience working at that higher level assignment when applying for any promotion.

ARTICLE 4 - HOURS OF WORK

Section 4.1 - Overtime Work

Overtime provisions only apply to Assistant and Junior Engineer and Architect classifications as set forth below:

a) Exempt - Assistant Engineer and Assistant Architect Classifications

1) Overtime is defined as time worked beyond 40 hours in any work week. Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will not be counted towards the base period.

2) When overtime work is assigned and authorized by a supervisor, if requested by the employee, compensation for such time worked shall be in the form of time off with pay computed at the rate of one and one-half hours off for every hour of overtime worked. Otherwise, such overtime work shall be paid at the rate of one and one-half times the regular hourly rate of pay.

If the employee requests compensatory time off, all compensatory time off must be taken within a reasonable period of time and must not unduly cause a hardship on VTA. In all cases, it must be taken within 12 months of the date the overtime was worked. Failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the employee. If the supervisor does not provide compensatory time off during the mandatory use period, the employee may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would otherwise be lost. At the time of separation, any remaining compensatory time balances shall be paid in cash.

3) Overtime work assignments shall be distributed among employees in the same classification and applicable work unit as equally as

practicable. All agreements between departments and the Association covering hours, job assignments, shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms.

b) Non-Exempt - Junior Engineer and Junior Architect Classifications
All provisions regarding overtime shall be in accordance with the Fair Labor Standards Act as applicable. Compensatory time-off must be taken within a reasonable period of time and must not unduly cause a hardship on VTA.
In any arbitration involving an FLSA non-exempt employee and Section 4.1(b), the arbitrator shall be strictly bound by U. S. Department of Labor, Wage and Hour Division, Regulations, Bulletins, Regional Opinion Letters, and provisions of the Fair Labor Standards Act in reviewing, deciding and rendering a decision. The arbitration award and remedy must be in strict compliance with said Regulations, Bulletins, Regional Opinion Letters and provisions of the FLSA and cannot exceed that which would have been ordered by the DOL, Wage and Hour Division if the dispute had been submitted for their review.

Section 4.2 - Rest Periods

All FLSA non-exempt employees shall be granted and take a rest period of 15 minutes during each half shift of four hours of work. Rest periods shall be considered as time worked for pay purposes. If a rest break is not taken, the employee is not entitled to an earlier quitting time.

ARTICLE 5 - HOLIDAYS

Section 5.1 - Legal Holidays

All previous informal time off practices are eliminated and unauthorized.
The following shall be observed as legal holidays:

a) January 1st (New Year's Day)
b) Third Monday in January (Martin Luther King, Jr. Birthday)
c) Third Monday in February (President's Day)
d) Last Monday in May (Memorial Day)
e) June 19th (Juneteenth)
f) July 4th (Independence Day)
g) First Monday in September (Labor Day)
h) Second Monday in October (Columbus Day)
i) Veteran's Day to be observed on the date State of California employees observe the holiday

j) Fourth Thursday in November (Thanksgiving Day)

k) The Friday following Thanksgiving Day (Day after Thanksgiving)

l) December 25th (Christmas Day)

m) Other such holidays as may be designated by the Board of Directors

Section 5.2 - Observance

Employees shall enjoy the same number of holidays, regardless of variations in work weeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday.

Holidays which fall during a vacation period or when a worker is absent because of illness shall not be charged against the employee's vacation or sick leave balance. When the observed holidays fall on an employee's scheduled day off, the day shall be added to the employee's STO balance.

Section 5.3 – Floating Holidays

Each employee shall have one (1) floating holiday per year for the contract term, not charged to any accumulated balance, which shall be scheduled at the employee's discretion and Supervisor's approval.

- A Floating Holiday not used by the end of the year will be paid off at a rate of eight hours, in the first pay period in August.
- Employees who retire or leave employment with VTA prior to the end of the year and who have not used their Floating Holiday will be paid off at a rate of eight hours for the unused portion that they are entitled to receive.
- Each employee shall have a floating holiday except for their first year of employment with the agency.

ARTICLE 6 - SCHEDULED TIME OFF PROGRAM (STO)

Section 6.1 - Creation of Scheduled Time Off Bank

Each employee's existing vacation (which included a birthday holiday), and personal leave balances accrued as of the effective date of this program are consolidated into the employee's Scheduled Time Off Bank.

Section 6.2 - Paid Time Off Accrual

Each employee shall be entitled to annual Scheduled Time Off (STO). Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight work hours. The accrual schedule shall be as follows:

SERVICE YEARS & WORKDAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORKDAYS	HOURLY ACCRUAL FACTOR PER BI-WEEKLY PER PAY PERIOD
1st year 1st through 261 days	17	5.231
2nd through 4th year 262 through 1044 days	19	5.846
5th through 9th year 1045 through 2349 days	23	7.077
10th through 14th year 2350 through 3654 days	25	7.692
15th through 19th year 3655 through 4959 days	27	8.308
20th and thereafter 4960 days	29	8.923

Section 6.3 - Pre-Scheduled Use of STO

Scheduled Time Off may be used for any lawful purpose. Time requested shall require the approval of management with due consideration of employee convenience and administrative requirements.

Section 6.4 - Scheduled Time Off Carry Over

In the event the employee does not take all the scheduled time off to which he/she is entitled in the succeeding 26 pay periods, the employee shall be allowed to carry over the unused portion, up to a maximum of three years' STO earnings. Any accruals exceeding the three year maximum will be paid off in the first complete pay period of January of the following year.

Section 6.5 - Scheduled Time Off Pay-Off

Upon termination of employment an employee shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

Section 6.6 - Scheduled Time Off Cash-Out

Employees may cash out any STO balance in excess of 80 hours. Cash outs may be requested at any time during the year. Cash outs must be for a minimum of 40 hours.

ARTICLE 7 - SICK LEAVE BANK

Section 7.1 - Creation of Sick Leave Bank

Each employee's existing accrued sick leave balance as of the effective date of this program has been placed in the employee's sick leave bank.

Section 7.2 - Sick Leave Bank Accrual

Each employee shall be entitled to use sick leave. Such leave shall be earned on an hourly basis and computed at the rate of 80 hours per year and may be accrued without limitation. The accrual factor per full pay period is 3.0769 hours.

Section 7.3 - Sick Leave Use

a) Employees may use sick leave to attend to a sick family member as provided by California law. Employees may use Kin Care of up to 50% of their annual sick leave accrual for taking care of a family member per California law. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any person living in the immediate household of the employee.

Section 7.4 - Doctor's Notes

Management may request a supporting statement from an accredited physician for unpaid sick leave requests.

In the event of a pattern or circumstances indicating misuse of sick leave, whether paid or unpaid, a doctor's note requirement may be placed upon a worker. The doctor's note requirement may be removed from the worker upon demonstration of no such misuse of leaves. The worker shall be required to provide supporting documentation for future absences on the worker's own time.

Section 7.5 - Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son, or daughter of the employee or of the spouse of the employee and the spouse, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother or sister, brother-in-law, sister-in-law, or grandchildren of the employee, or any person living in the immediate household of the employee. Up to 40 hours pay shall be granted which will consist of 24 hours not charged to any accumulated balance followed by 16 hours chargeable to sick leave, if necessary. If travel is required beyond 250 miles from River Oaks, up to 72 hours pay shall be granted which will consist of 32 hours not charged to any accumulated balance and 40 hours chargeable to sick leave. Any travel exceeding 250 miles from the VTA River Oaks campus must be supported with written verifiable documentation including mileage and location of services immediately upon return to work.

Section 7.6 - Sick Leave Bank Pay Off

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

Days of Service	% Paid at
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%
4960 " 5220	38%
5221 " 5481	40%
5482 " 5742	42%
5743 " 6003	44%
6004 " 6264	46%
6265 " 6525	48%
6526 " accumulation	50%

Section 7.7 - Reinstatement Pay Back

Employees receiving a sick leave bank payoff in accordance with Section 7.6 may, if reinstated within one year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

Section 7.8 – Sick Leave Bank Cash out

Employees may cash out sick leave balances in excess of 320 hours in accordance with the existing schedule (Section 7.6). Cash outs must be for a minimum of 40 hours.

ARTICLE 8 - LEAVE PROVISIONS

Section 8.1 - Compulsory Leave

a) The appointing authority may require an employee whom he/she deems incapacitated for work, due to illness or injury, to submit himself/herself to a designated physician for examination, and may require the employee to take such leave of absence as will be necessary to fit him/her to perform his/her duties.

b) Employees laid off in accordance with the provisions regarding layoff in this contract shall be considered on compulsory leave of absence without pay from their department for a period not to exceed two years.

c) The appointing authority may require an employee who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the employee's employment status, to take a compulsory leave of absence without pay pending determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such employee.

d) If there is a determination of innocence or the charges are dropped, the employee may be reinstated to his/her position with return of all benefits, including salary, that were due for the period of compulsory leave; subject, however, to appropriate disciplinary action if warranted under the circumstances. Any such disciplinary action may be imposed effective as of the commencement date of the compulsory leave imposed under this section.

e) If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a shorter duration than the compulsory leave, the employee shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

Section 8.2 - Military Leave

a) The provisions of the Military and Veterans' Code of the State of California shall govern the military leave of employees of VTA.

b) Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or reexamination as ordered by provisions of a national conscription act or by any branch of the national or state military services.

Section 8.3 - Leave Without Pay

a) Leaves of absence without pay may be granted to employees up to one year. Extensions to leaves approved for less than one year shall not unreasonably be denied provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one year may be granted due to unusual or special circumstances. Leaves may be granted for the following reasons:

1) Illness beyond that covered by sick leave.

2) Education or training which will benefit VTA.

3) Other personal reasons which do not cause inconvenience on the department.

b) A leave may be revoked by the Chief Administrative Officer upon evidence that the cause for granting it was misrepresented or has ceased to exist.

c) An employee may request STO or leave without pay for an authorized absence. The employee must notify the department of his/her request and receive department

approval to use leave without pay prior to payroll action; otherwise, STO time will be used.

The department may assign leave without pay for an unauthorized absence.

d) Failure of an employee to report for three or more consecutive working days for assigned duties without notification to the department and without legitimate reasons for absence will be considered job abandonment and will be recorded as a voluntary resignation. Discipline may be imposed for such absences of less than three days.

e) Parental leaves of more than six months, leaves of absences of more than 30 calendar days, and disciplinary suspensions shall not be counted as time spent in a salary step in computing eligibility of the employee for further salary increases.

Section 8.4 - Family Leave

a) 1. Parental Leave
Upon request, parental leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six months. With notice no less than one month prior to the conclusion of the leave, such leave may be extended up to one year upon approval of the appointing authority. A request for extension can only be denied for good cause. An employee who is pregnant may continue to work as long as her physician approves. Adoptive parents shall not be covered by VTA medical benefits while on parental leave except as otherwise provided by law.

2. Sick Leave Use
If, during the pregnancy leave or following the birth of a child, the employee's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.

b) Other Family Leave
Upon request, family leave shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with VTA's Family and Medical Leave Policy, for a period of up to three months.

Section 8.5 - Leaves to Perform Jury Duty

a) In satisfaction of the minimum annual jury duty requirements, every employee shall be entitled to take leave from his/her VTA duties without loss of wages, vacation time, sick leave or employee benefits for the purpose of responding to jury duty or serving on a jury to which he/she has been regularly summoned, provided that he/she reimburses VTA for all daily compensation received, except for mileage allowance and meal and lodging reimbursement, which he/she would otherwise receive by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular shift pay or regular work week pay as a result of jury

duty service. The employee is required to notify his/her appointing authority when he/she has received a jury summons and when his/her jury service is completed.

b) For the purposes of this Section, an employee who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty. Nothing in this Section shall prevent any VTA employee from performing jury duty beyond the minimum annual jury duty requirements for the Municipal and Superior Courts, provided, however, that such additional periods of absence from regular duties as a result thereof shall be charged, at the election of such employee, to either accrued vacation time or leave without pay.

   The provisions of this Section do not apply if the employee fulfills the minimum annual jury duty requirements by means of telephone stand-by.

Section 8.6 - Response to Subpoena

No employee shall suffer a loss of wages or benefits in responding to a subpoena to testify in court if the employee is not a party to the litigation. No employee shall suffer a loss of wages or benefits in responding to a subpoena to testify in court, as a result of the performance of his/her duties with the VTA.

ARTICLE 9 - BENEFIT PROGRAMS

Section 9.1 - Workers' Compensation

a) Every employee shall be entitled to industrial injury leave when he/she is unable to perform services by reason of any injury as defined in Workers' Compensation law. Leave of absence due to disability covered by Workers' Compensation shall be limited to two years. Employees who return to work and perform the functions of their classification for less than 60 consecutive calendar days shall not break this two-year limit. If the employee is unable to return to the employee's classification or secure another job at VTA within this two-year period, the employee will be released from employment.

b) An employee who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her accumulated compensatory time, accrued sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to him/her of not more than his/her full salary, unless at the time of filing of the "Supervisor's Report of Injury" the employee indicates on a form provided by the supervisor that he/she does not want such integration of payments. This choice shall be binding for the entire period of each disability. The change from integration to non-integration shall be implemented at the beginning of the next pay period after such request.

   The first three days are charged to the worker's accrued but unused sick leave. If the temporary disability period exceeds 14 calendar days, temporary disability will be paid for the first three days.

c) Loss of, or damage to, employee's clothing resulting from an industrial injury which requires medical treatment will be replaced by VTA through the following procedure:

VTA will review and make determinations on all such incidents as submitted in writing by the employee. Reimbursement will be limited to the lesser of:

l) 75% of proven replacement cost, or

2) repair cost

3) both of the above are limited by a $50.00 maximum.

Section 9.2 – Benefit Programs

a) Medical Coverage

VTA offers CalPERS medical plans to employees. Only those medical plans offered under the CalPERS medical programs will be offered to employees and retirees. It is understood that CalPERS determines, from year to year, which medical plans will be offered, including premiums, plan design, co-payments, co-insurance, and deductibles for each plan, if any.

VTA will contribute up to the Kaiser Bay Area Family rate for employees. Employees will pay the excess above the Kaiser Bay Area Family rate.

Spouses and registered domestic partners of employees, as well as the employee, employed by the VTA shall not be eligible for dual medical coverage. Spouses and registered domestic partners who are both employed by VTA may choose separate medical plans. Non-employee eligible dependents may be covered on either employee's plan (at the employee's choice), but cannot be covered on both. All non-employee eligible dependents must be covered on the same plan. VTA reserves the right to select the least costly method of implementing the medical plan chosen by each employee.

b) Medical Benefits for Retirees

1. Defined Benefit Retiree Medical Program:

VTA shall provide a premium allowance toward the cost of the medical plan for employees who: (1) Have completed five (5) years of service (1305 days of accrued service) or more with PERS (to include former Santa Clara County employees hired directly by VTA with unbroken service on or before December 31, 1996); and (2) Retire directly from VTA (date of retirement must be within 120 days of separation of employment).

All retirees eligible for the defined benefit retiree medical program shall pay according to the following:

- For retirees and survivors in California: VTA will contribute up to the Kaiser Bay Area Single Party Rate for CalPERS medical plans for retirees and eligible survivors residing in California. Retirees and eligible survivors will pay the excess above the Kaiser Bay Area Single Party Rate.

- For retirees and survivors living outside of California: VTA will contribute up to the Kaiser Out of State Single Party Rate for CalPERS medical plans for retirees and eligible survivors residing outside of California. Retirees and eligible survivors will pay the excess above the Kaiser Out of State Single Party Rate.

Retirees eligible for the defined benefit retiree medical program may purchase coverage for their eligible dependents at their own cost. Dependents must be enrolled in the plan that covers the retiree.

Upon becoming eligible, due to age or disability, retirees eligible for the defined benefit retiree medical program and their Medicare eligible dependents shall be required to enroll in Medicare in order to maintain medical coverage. Failure by the retiree or his/her dependent(s) to enroll in the Medicare supplement plan shall result in the retiree and his/her dependents being dropped from coverage. Retirees shall be reimbursed for the cost of their own Medicare Part B premium, excluding penalties/late enrollment fees. VTA shall not reimburse Medicare Part D premiums, and shall continue to cover Part D Premiums for prescription drug coverage through the Medicare Supplement Plans.

c) Dental Coverage

Effective January 1, 2026, VTA shall provide both an indemnity and an HMO dental plan. VTA shall make full payment of the premium for the employee and eligible dependents on either plan. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics:	90-10 - no deductible. $3,000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. $3,000 lifetime maximum per patient (no age limit).

d) Life Insurance Coverage

VTA shall provide a basic group Life Insurance Plan of $50,000 per employee.

e) Benefits Coverage While on Leave

VTA paid portions of premiums for employee and dependent medical, dental, and base group life insurance coverage will be maintained as follows:

1) Industrial injury: For the duration of the disability.

2) Medical disability (including maternity): Up to 13 pay periods from the date of the disability certified by the attending physician. For employees on pregnancy disability, benefits will continue as if the employee was on a paid status.

As long as the employee is in paid status during an industrial or medical leave the employee paid medical dependent coverage (if any) will be deducted from the employee's pay check. Once such sick leave or vacation is exhausted, the employee must make arrangements with VTA to pre-pay his/her monthly premium contribution, plus the dependent coverage for the balance of the leave.

Upon exhaustion of the 13 pay periods (#1 and #2 above), the employee may pre-pay total premiums for VTA insurances at the VTA group rate by making arrangements with VTA.

f) Vision Coverage
Effective January 1, 2026, VTA agrees to provide a Vision Plan for all employees and eligible dependents. The Plan will be the Vision Service Plan - Option 2 (frame/contact allowance of $250) with benefits at 12/12/12 month intervals and with $20.00 deductible for examinations and $20.00 deductible for materials. VTA will fully pay the monthly premium for the employee and eligible dependents.

g) Flexible Spending Accounts (FSA)
Each TAEA member will receive a contribution of $300 towards an FSA each year from January 2020 through December 2022. VTA will pay the full cost of the administrative fee for each employee for the FSA. If an employee elects to contribute additional funds into the account (up to the IRS maximum) the employee must complete an FSA enrollment form during open enrollment per calendar year.

Section 9.3 - Public Employees Retirement System (PERS)

For each of the categories below, annual maximum compensation/contribution limits may apply.

To the extent permitted by the Public Employees' Retirement Law and applicable State and Federal tax laws, employee contributions shall be made on a pre-tax basis.

Employees hired prior to January 1, 2012 – Classic Members under PEPRA:
Employees shall pay a total of 6% of salary toward the required employee contribution to PERS. VTA shall pay the balance of the required employee contribution to PERS. VTA shall pay the entire employer contribution to PERS. VTA shall pay the entire employer contribution to PERS.

Employees hired in or after the first full pay period in January 2012 - Classic Members under PEPRA:
Employees shall pay a total of 7% of salary toward the required employee contribution to PERS. VTA shall pay the balance of the required employee contribution to PERS.VTA shall pay the entire employer contribution to PERS.

Employees hired on or after January 1, 2013 but before December 30, 2014 – Gap Employees under PEPRA:
For employees hired on or after January 1, 2013 but before December 30, 2014, VTA shall pay the entire employer contribution to PERS. Employees shall pay 7% of salary toward the required employee contribution. VTA shall pay the balance of the required employee contribution to PERS. Starting July 1, 2019, employees shall pay toward the required employee contribution:

- 7.25% of salary or 50% of the total normal cost up to the PEPRA compensation/contribution limit (e.g., $124,180 in 2019), whichever is higher.

PEPRA- New Members
Employees hired on or after December 30, 2014:
For employees considered New Members under PEPRA, VTA shall make the required employer contribution. New Members shall contribute at least 50% of the total normal cost as determined by PERS in their annual valuation.

Section 9.4 - State Disability Insurance Coverage

State Disability Insurance is provided, at employee cost, to all employees in the bargaining unit. The members voted to approve SDI Coverage in an election conducted in September, 1995.

The Association and VTA agree to the following regarding coverage by the State Disability Insurance plan (SDI):

a) VTA will continue registration of the Transportation Authority Engineers and Architects Association with the Director of Employment Development Department for the purposes of SDI coverage for represented employees.

b) VTA's Payroll Office shall withhold wage earner contributions each pay period from each represented employee's pay at the rate set pursuant to the Unemployment Insurance Code, and forward the funds to the State Disability Fund.

c) Within one week of being disabled from work, the employee or his/her representative must contact the office designated by VTA to provide information on the following:

    1. the date the disability/illness commenced;
    2. the estimated duration of the disability;

3. a phone number where the employee can be reached;
4. the election of sick leave/scheduled time off usage during the first week of disability;
5. whether or not the employee is planning to file for SDI;
6. the election to integrate sick leave and scheduled time off pay with SDI benefits.

d) An employee who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (accumulated sick leave/scheduled time off) which, when added to SDI benefits, shall approximately equal his/her normal biweekly net pay after taxes (overtime is excluded). Such warrants will be issued on normal VTA paydays.

If notification is not received, no integration of sick leave or scheduled time off will be effected. However, one time only, an employee may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

The employee will have the responsibility to notify VTA of any change in status.

Section 9.5 – Safety Shoes

All TAEA classifications shall be provided with a $250 voucher for safety shoes, not to exceed one voucher in any rolling 24 months.

Section 9.6 - Safety Glasses

VTA will provide safety glasses in accordance with the Occupational Injury and Illness Prevention Program. For employees who are required to wear safety glasses, VTA will pay for either transitions or polarized lens options of prescription safety glasses.

Section 9.7 – Deferred Compensation Plan

Effective July 1, 2025, all employees newly hired in the bargaining unit shall automatically be enrolled in VTA's 457 Deferred Compensation Plan and contribute 5.00% of gross salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction, employees shall be provided a 30-day opt-out period during which no salary deferral deduction shall be taken. Thereafter, employees may opt-out at any time.

Deferrals will be automatically directed into the Target Date investment fund based on the employee's assumed date of retirement. Employees may change their contribution rate, select different investment options, or stop contributions entirely at any time after the auto-enrollment period by submitting the appropriate request to the Plan administrator.

ARTICLE 10 - LAYOFF PRACTICES

Section 10.1 - Seniority Defined

Except as otherwise provided in Section 10.2, seniority is defined as days of accrued service as computed and reported on the employee's pay check within any classification. Original unclassified service shall not be counted except for that time served under specific employment and training programs designed to train and employ disabled or unemployed individuals.

Section 10.2 - Transfer of Prior Agency Service

Employees shall retain seniority from employment with Santa Clara County, based upon application of the definition of Section 10.1.

Section 10.3 - Changes to Classes

To the extent possible, employees should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

Section 10.4 - Order of Layoff

When one or more employees performing in the same class in VTA are to be laid off, the order of layoff shall be as follows:

a) Provisional employees in inverse order of seniority.

b) Probationary employees in inverse order of seniority.

c) Regular employees in inverse order of seniority.

Section 10.5 – Prior Notice of Intended Staff Reduction

VTA will inform TAEA of any intended staff reduction to the bargaining unit no less than thirty (30) working days prior to issuing any layoff notices to bargaining unit members. Within two (2) working days of the advance notice, VTA will meet with TAEA to discuss the intended layoff and provide information, including staffing plans and other relevant information. No later than twenty (20) working days from the advance notice, TAEA shall submit to the Chief Administrative Officer, its recommendation of effective changes in order to provide alternatives to layoffs.

Section 10.6 - Notice of Layoff

Employees subject to the provisions of this Article shall be given at least 20 working days written notice prior to the effective date of layoff with concurrent notice to the Association. The procedures of Section 10.6 shall be applied prior to the effective date of the layoff.

Section 10.7 – Contracted Work and Impact on Bargaining Unit

VTA agrees to meet and discuss with TAEA/21 prior to contracting out work whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed

that position reductions, which result in lay-off of employees in the bargaining unit, constitute significant impact on bargaining unit work.

a) In the event of a layoff, VTA and the Union will meet prior to the layoff, to review work currently being performed by a consultant or consulting firm that may be suitable for performance by an employee(s) represented by the Union. The Union must identify the specific work to be reviewed and will be provided pertinent consultant information upon request. The purpose of the review between the two parties is to assess the following components:

   1. Is the work proposed consistent with the duties and functions of a specific job classification represented by the bargaining unit?

   2. Will the projected work require a full time effort for a duration that exceeds 12 consecutive months?

   3. Do any of the employee(s) identified for layoff currently possess the skills, knowledge and ability to perform the work?

   4. Does the transferring of the work to a represented employee generate a cost savings to VTA?

   If no alternate work is available for the employee(s) identified for layoff, the employee(s) shall be separated from VTA employment in accordance with Section 10.9 of this collective bargaining agreement.

b) If an employee(s) is qualified to perform alternate work, VTA shall fill the position with a qualified employee identified for layoff. Upon the discretion of Management, and concurrence from the Union, employees may be rotated between positions to facilitate the match of a qualified employee with available work formerly performed by a contractor. The filling of a position shall not extend or delay the project schedule. Upon completion of the project work, the employee shall be separated from employment with VTA in accordance with the layoff provisions of this collective bargaining agreement unless a current vacancy represented by the Union, or another alternative to layoff as described by this section exists.

Section 10.8 - Reassignment in Lieu of Layoff

a) Vacant position - In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position VTA has determined is to be filled in their current classification or any classification at the same or lower level in which regular status had formerly been held. Employees will not be required to transfer to vacant positions formerly held if the level for such vacancy would be lower than the level of any classification to which an employee could exercise displacement rights.

b) Displacement - In the event there are no vacancies as listed in (a), the employee

shall have the right, upon request, to be returned to any classification in VTA at the same or lower level in which regular status had formerly been held and the regular layoff procedure in that same or lower level shall apply.

Section 10.9 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 10.6, the employee shall be laid off. If an employee elects not to exercise the rights in Section 10.6(b), he/she may be deemed to have been offered and to have declined such work.

Section 10.10 - Re-employment List

a) The names of such probationary and regular employees reassigned or laid off in accordance with Sections 10.8 or 10.9 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 10.4. The person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification shall be offered the appointment. Employees on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

b) When required by the needs of the department and approved by the Chief Administrative Officer, selective certification may be utilized to re-employ employees with particular skills.

c) If there are employees on a Re-employment List, VTA will review such list prior to contracting-out work, or hiring outside work, to determine if the work could be performed by someone on the Re-employment List, provided such work is within the classification from which they were laid off or in any classification at the same level provided they had prior standing in the class. Should a position become available in the bargaining unit, the laid off employee shall be provided an opportunity to transfer or demote using the normal transfer or demotion rules as provided in VTA's Personnel Policies and Procedures.

Section 10.11 - Temporary Work For Laid Off Workers

Interested employees who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

Section 10.12 - Names Dropped From Re-employment List

No name shall be carried on a re-employment list for a period longer than three years, and the names of persons re-employed in a regular position within the same classification shall, upon re-employment, be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from the re-employment list.

Section 10.13 - Rights Restored

Upon re-employment of an employee from a re-employment list, all rights acquired by an employee prior to his/her placement on such list shall be restored.

ARTICLE 11 - GRIEVANCE PROCEDURE

VTA and the Association recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Association, or VTA. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 11.1 - Grievance Defined

A grievance may only be filed if it relates to:

a) Pay administration and other items relating to pay as found in VTA's Personnel Policies and Procedures.

b) Alleged violations of Personnel Policies and Procedures.

c) Alleged discriminatory or capricious use of departmental powers deemed discretionary under the Personnel Policies and Procedures.

d) Alleged violations of the Association Representation as provided by law.

e) Alleged violations of Memorandum of Understanding and/or Agreement.

f) Alleged infringement of an employee's personal rights, discrimination or harassment.

Matters excluded from consideration under the grievance procedure:

a) Disciplinary actions taken under Personnel Policies and Procedures.

b) Performance Evaluations.

c) Position classification.

d) Workload/Caseload.

e) Personnel examinations.

f) Items requiring capital expenditure.

g) Items within the scope of representation and subject to the meet and discuss process.

Section 11.2 - Grievance Presentation

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association, or by VTA. No grievance settlement may be made in violation of an existing rule, ordinance, Memorandum of Agreement or Memorandum of

Understanding, nor shall any settlement be made which affects the rights or conditions of other employees represented by the Association without notification to, and consultation with, the Association.

Section 11.3 - Procedural Compliance

Association grievances shall comply with all foregoing provisions and procedures. VTA shall not be required to reconsider a grievance previously settled with an employee if renewed by the Association, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, Memorandum of Understanding, or Memorandum of Agreement.

Section 11.4 - Informal Grievance Step

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

Section 11.5 - Formal Grievance

a) Step One
Within 15 working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance shall be sent to the Office of Civil Rights and Employee Relations (OCR/ER) and this copy shall dictate time limits. The grievance form shall contain information which:

l) Identifies the aggrieved;

2) The specific nature of the grievance;

3) The time or place of its occurrence;

4) The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;

5) The consideration given or steps taken to secure informal resolution;

6) The corrective action desired, and;

7) The name of any person or representative chosen by the employee to enter the grievance.

A decision by the superior shall be made in writing within ten working days of receipt of the grievance.

b) Step Two
If the aggrieved continues to be dissatisfied he/she may, within 15 working days after receipt of the first step decision, direct a written presentation to the General Manager's designated representative indicating whether the aggrieved wishes 1) the General Manager's designated representative to review and decide the merits

of the case; or 2) whether the aggrieved wishes the grievance to be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided by the State Conciliation Service. The Arbitrator's compensation and expenses shall be borne equally by the employee or the Association and VTA, provided employee grievances shall be arbitrable only at the expressed request of the employee involved and with the concurrence of the Association unless the grievance is deemed an Association or group grievance prior to submission to Step 2. Decisions by the General Manager's designated representative or the arbitrator shall be final and binding.

Section 11.6 - Arbitration Release Time

The following statement on employee participation in grievance arbitration hearings is agreed to:

a) The employee on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.

b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the employee's own leave time, provided the absence does not unduly interfere with the performance of service.

ARTICLE 12 – EDUCATIONAL AND PROFESSIONAL DEVELOPMENT ASSISTANCE

Section 12.1 - Tuition Assistance

VTA shall maintain a Tuition Assistance Program for the term of this Agreement in accordance with VTA's Educational and Developmental Program.

Section 12.2 – Professional Development Fund

VTA will fund up to $4,500, on a matching basis (50% employee and 50% employer) for individual professional development and for education. This amount is over and above the Tuition Reimbursement Program, the reimbursement of professional registration fees as provided for in Section 12.4, and departmental programs as presently funded/budgeted. This section is not applicable to any mandated training. Please refer to VTA Policy #110.003, Training and Development.

The application of this provision shall be in compliance with the VTA approved Travel and Expense Reimbursement Policy and Procedure.

Section 12.3 – Professional Membership Affiliation

VTA will pay for one membership to a professional association selected from an approved list of qualified professional associations, for each TAEA-Represented employee. Within thirty (30) days of the approval of this Agreement, an equal number of representatives from VTA and TAEA will form a committee to meet on a regular basis to establish, maintain, and update a list of qualified professional associations. The VTA shall make the final determination on any disputes.

Section 12.4 - Professional Registration-Fee Reimbursement

VTA shall reimburse professional registration fees for all engineer and architect classifications.

Section 12.5 - Professional Incentive (Registration/Certification)

The following classifications are eligible to receive a four percent incentive pay which shall not be a part of the salary schedule as reflected in Appendix B, upon submittal of proof of the following registrations:

In the State of California as a Professional Engineer:

- Junior Engineer
- Assistant Engineer
- Associate Engineer

In the State of California as a registered architect:

- Assistant Architect

In the State of California as a Professional Engineer, or Certification as a Project Management Professional, or AACE Cost Consultant, or AACE Cost Engineer:

- Junior Cost & Schedule Coordinator
- Assistant Cost & Schedule Coordinator

An employee is only eligible for a total four percent professional incentive. Should the incumbent leave these classes, or fail to maintain his/her registration, the incentive pay shall be terminated.

ARTICLE 13: VACANCY AND STAFFING LEVELS

Section 13.1- Joint Management/Labor Committee

VTA and TAEA commit to delivering projects with the highest quality, on time and on budget. Effective upon the commencement of the 2006 agreement, the parties agree to establish a Joint TAEA/Local 21-VTA Vacancy and Staffing Committee consisting of not more than 5 members from each party. The joint committee will have recurring meetings to discuss vacancies and staffing levels. Meetings will occur in conjunction with the Fiscal Year budget cycle, with the goal of engaging in discussions as early as possible. The Committee shall meet as needed, at least quarterly.

Section 13.2 - Request for Proposals and TAEA Lead Roles

VTA will notify TAEA when soliciting Design, Estimation, Scheduling, Construction, Inspection, Maintenance, and Testing, as they relate to Civil, Architectural, Electrical, Mechanical, Bus and Light Rail Systems, Facilities Design, Construction Management, Project Management, and Fire/Life Safety consultant services. TAEA will be afforded an opportunity to provide input prior to the proposal being issued, at least fifteen (15) working days prior to issuance of the proposal. In accordance with the commitment of the parties to deliver projects with the highest quality, on time and on budget, VTA will utilize qualified TAEA represented employees in lead roles when appropriate and consistent with the class specification. Upon request by TAEA, VTA will meet with TAEA to discuss integrating a qualified TAEA employee into a lead role in the project.

Section 13.3 – Recruitment and Selection

Recruitments for classifications covered by the Agreement will be posted for "VTA Only" for a minimum of five (5) days prior to being opened to the public. In the event that no TAEA members meet the minimum qualifications of the position being posted, the five (5) day requirement shall be waived and the position will be open to both VTA employees and to the public simultaneously.

Section 13.4 – Emerging Technology

VTA and TAEA shall establish a joint advisory committee (VTA and TAEA) to facilitate communications between the parties to discuss the impact of emerging technologies on a quarterly basis within 180 days of the ratification by both parties of the successor Agreement.

ARTICLE 14 - CONFLICT OF INTEREST

Employees are to abide by all applicable Federal, State and Local Statutes or contract requirements regarding conflict of interest in outside employment. Employees intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority.

Each Division which employs persons covered by this Agreement will provide such employees with a copy of its policy regarding this section and a statement of the means of compliance with such policy.

ARTICLE 15 - STRIKES AND LOCKOUTS

During the term of this Agreement, VTA agrees that it will not lock out employees and the Association agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Association dues deduction by VTA.

ARTICLE 16 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between VTA and the Association. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between VTA and the Association except as specifically referred to in this Agreement. All Policies and Procedures or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by VTA, the Association shall be afforded all possible notice and shall have the right to meet and discuss upon request. In the absence of agreement on such a proposed action, VTA reserves the right to take necessary action by management direction.

ARTICLE 17 - SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the Santa Clara Valley Transportation Authority that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is titled AB 1040, which was introduced in Spring of 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

VTA reserves the right to cease payment or seek repayment of the wages and/or benefits upon which the State of California is basing the monetary penalty. The Association reserves the right to contest the legality of the payment cessation or the repayment.

It is understood that the purpose of this Section is to ensure that VTA does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

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ARTICLE 18 - TERM OF AGREEMENT

This Agreement shall become effective only upon ratification by the Transportation Authority Engineers and Architects Association, and upon approval by the Board of Directors and shall remain in full force and effect from April 4, 2025 to and including April 3, 2029, and from year to year thereafter, provided, however, that either party may serve written notice on the other at least 90 days prior to April 3, 2029 or any subsequent April 3 of its desire to terminate this Agreement or amend any provision thereof.

Date: 12/8/2025

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY
NEGOTIATING COMMITTEE

DocuSigned by:
Linda Durham
F035D6B733A6472...
Linda Durham
Employee Relations Manager

DocuSigned by:
Hang Do
7F989E9F9B17426...
Hang Do
Senior Human Resources Analyst

TRANSPORTATION
AUTHORITY ENGINEERS &
ARCHITECTS ASSOCIATION/
Professional and Technical Engineers
Local 21, IFPTE

DocuSigned by:
Marc Delong
4FD2F430470040E...
Marc Delong
President

DocuSigned by:
Karmjot Singh
EB1718664F0C44C...
Karmjot Singh
Vice President

DocuSigned by:
Daniel Bustos
DE31380C80B0409...
Daniel Bustos
Secretary/Treasurer

DocuSigned by:
Stanley Young
D5C5F0D6C95E45E...
Stanley Young
Lead Representative/Organizer

MEMORANDUM OF UNDERSTANDING

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
POLICY ON ADMINISTRATIVE LEAVE FOR
TAEA REPRESENTED ASSOCIATE AND SENIOR EMPLOYEES

In order to recognize the time demands of many TAEA represented Associate and Senior employees as well as their ineligibility for overtime, the Administrative Leave Policy has been amended to allow more flexibility in granting a full day of administrative leave.

In addition, the language governing Administrative Time Off for less than a full day has been amended.

TAEA represented Associate and Senior employees are salaried employees and are expected to work the number of hours necessary to fulfill the duties of the position. Depending on the circumstances, TAEA Associate and Senior employees may work more or less than 40 hours in any particular week.

In recognition of the flexible demands of Associate and Senior TAEA positions, employees may be granted administrative time off if the manager determines that service delivery and performance of job functions will not be impaired because of the absence. Such time off should not be calculated on an hour-for-hour basis in relation to excess hours worked.

Administrative time off must be:

- scheduled in advance, when possible
- approved as administrative time off by the supervisor, and,
- normally taken in increments of less than one day.

Executive Management may approve administrative leave for a full day's absence. Approved requests should be maintained for periodic audit. While discretionary for less than a full day's absence, full day increments of administrative leave shall be reported on the payroll system.

The Division Head will ensure that the use of administrative leave as well as the application of this policy is administratively and appropriately applied.

Employees need not state reasons for requesting the time off. Either it is or is not appropriate to grant the time under the circumstances outlined above. An employee can use the time for any lawful purpose to include personal business.

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2022 – 2025 TAEA Contract
Tentative Agreement between TAEA & VTA – March 31, 2022

Proposed increase of the following:

- 2% effective, April 4, 2022
- 4% effective, First full pay-period in April 2023
- 4% effective, First full pay-period in April 2024

Sideletter of Agreement - Appreciation: The parties will execute a side letter of agreement giving each TAEA, VTA employee a one-time "Appreciation Bonus" in the amount of $3500 to be paid no later than the 2nd pay-period after ratification from the Board and issued in a separate check.

Remote Work Policy – TAEA members will continue to be considered for remote work in accordance with and to the extent allowed by any VTA remote work / telework policy.

Class & Comp Study – Within 120 days of signing this agreement, TAEA and VTA shall meet and discuss TAEA classifications in the planned class & comp study to be undertaken by VTA.

Section 5.1 - Legal Holidays – VTA will meet with the Board to determine if the Juneteenth holiday will be designated as an official holiday.

Section 12.5.1 - Professional Incentive (Registration/Certification) – Within 120 days of signing this agreement, TAEA and VTA shall meet and confer to consider changing the incentive pay to base salary pay.

TAEA Classifications Hiring Process – Within 120 days of signing this agreement, TAEA and VTA shall meet and discuss the composition and function of interview panels.

Article: 18-Term of Agreement-

Duration of Agreement: This Agreement shall become effective only upon ratification by the Transportation Authority Engineers and Architects Association, and upon approval by the Board of Directors and shall remain in full force and effect from April 4, 2022 to and including April 3, 2025, and from year to year thereafter, provided, however, that either party may serve written notice on the other at least 90 days prior to April 3, 2025, or any subsequent April 3 of its desire to terminate this Agreement or to amend any provision thereof.

For VTA:

DocuSigned by:
Linda Durham
F035D6B733A6472...

Date: 3/31/2022

Linda Durham
Interim Employee Relations Manager

For TAEA, Local 21:

DocuSigned by:
Raj Sehdev
DF1C28C4A1A24E0...

Date: 3/31/2022

Rajwinder Sehdev
President

DocuSigned by:
Stanley A. Young
D5C5F0D6C95E45E...

Date: 3/31/2022

Stanley Young
Business Agent

DocuSign Envelope ID: DEDE7618-3D1F-4360-8BDC-330927E76AB2

TAEA COUNTER: 12/13/2022; 3:00 PM

TENTATIVE AGREEMENT-12/23/22

Valley Transportation Authority

SIDELETTER OF AGREEMENT

Associate Engineer Automotive/Mechanical Tech Classification and PE License Requirement:

This agreement is between the Santa Clara Valley Transportation Authority (VTA), and the Transportation Authority Engineers and Architects Association, Local 21 (TAEA). In an effort to address recruitment and retention for the Associate Mechanical Engineer-Automotive Systems classification, the parties agree to create a new classification at the Assistant level (after meeting and conferring with TAEA on the new classification job specification) to allow qualified candidates to apply for this position who do not meet the minimum qualifications for the Associate Engineer position. The new classification will have a new title such as Assistant Engineer-Automotive Systems and the salary range will be G260.

In an effort to address recruitment and retention within the Associate Engineer/Architect classification, the parties agree that the Assistant Engineer/Architect and Associate Engineer/Architect classification series will be changed to be an alternately staffed position. Assistant Engineer/Architects who are hired and later obtain professional registration, will be evaluated to determine if they qualify to be promoted to the associate classification level. The evaluation of alternatively staffed Assistant Engineers/Architects for qualification to be promoted to the associate classification level will be~~.~~ pursuant to VTA's Policy and Procedure No. AS-HR-PR 3601, which provides the eligibility requirements for the promotion of an employee assigned to an alternately staff position.

Upon agreement of this side letter, the existing three assistant level engineer and/or architect with professional architect/engineer registration will be promoted to the associate classification level.

For VTA:

DocuSigned by: Linda Durham F035D6B733A6472... Date: 12/27/2022

Linda Durham
Employee Relations Manager

DocuSigned by: 5794C57A77364E4... Date: 12/27/2022

Casey Emoto
Chief Engineer & Program Delivery Officer

For TAEA Local 21:

DocuSigned by: Raj Sehdev DF1C28C4A1A24E0... Date: 12/23/2022

Rajwinder Sehdev
President, Local 21

DocuSigned by: Stanley Young D5C5F0D6C95E45E... Date: 12/23/2022

Stanley Young
Business Agent, Local 21

SIDELETTER OF AGREEMENT

Appreciation Bonus:

This agreement is between the Santa Clara Valley Transportation Authority (VTA), and the Transportation Authority Engineers and Architects Association, Local 21 (TAEA). This Agreement (Agreement) between the parties clarifies the eligibility requirements for each TAEA Local 21 Employee to be issued a One-Time Appreciation Bonus in accordance with the tentative agreement signed by the parties on March 31, 2022.

1. VTA and TAEA agree that a one-time "Appreciation Bonus" in the amount of $3,500 will be issued in a separate check to be paid no later than 2nd pay-period from Board ratification.
2. In order to qualify for payment of this bonus, TAEA employees are required to have been active during the time period following the signing of the tentative agreement (April 4, 2022) to the date this payment was ratified by the Board of Directors (April 7, 2022). VTA employees are entitled to one $3500 bonus.

SIDELETTER OF AGREEMENT

Classification and Compensation Study:

This agreement is between the Santa Clara Valley Transportation Authority (VTA), and the Transportation Authority Engineers and Architects Association, Local 21 (TAEA). This Agreement (Agreement) between the parties clarifies the parties' understanding concerning the Class and Comp study.

Within 120 days of signing the tentative agreement, TAEA and VTA shall meet and discuss TAEA classifications in the planned class & comp study to be undertaken by VTA.

SIDELETTER OF AGREEMENT

TAEA Classification Hiring Process:

This agreement is between the Santa Clara Valley Transportation Authority (VTA), and the Transportation Authority Engineers and Architects Association, Local 21 (TAEA). This Agreement (Agreement) between the parties clarifies the parties' understanding concerning the TAEA Classification Hiring Process.

Within 120 days of signing the tentative agreement, TAEA and VTA shall meet and discuss the composition and function of interview panels.

SIDELETTER OF AGREEMENT

Legal Holidays:

This agreement is between the Santa Clara Valley Transportation Authority (VTA), and the Transportation Authority Engineers and Architects Association, Local 21 (TAEA). This Agreement (Agreement) between the parties' understanding concerning the Juneteenth holiday.

VTA will meet with the Board to determine if the Juneteenth holiday will be designated as an official holiday.

APPENDIX A

Santa Clara Valley Transportation Authority
Classification and Salary Ranges

Class Code	Classification Title	Salary Range
3983	Junior Cost & Schedule Coordinator	TAE1
5475	Junior Systems Design Engineer	TAE1
1181	Junior Transportation Engineer	TAE1
1014	Assistant Architect	TAE2
3984	Assistant Cost & Schedule Coordinator	TAE2
7050	Assistant Mechanical Engineer- Auto Syst	TAE2
5476	Assistant Systems Design Engineer	TAE2
1024	Assistant Transportation Engineer	TAE2
1026	Associate Architect	TAE3
1030	Associate Environmental Engineer	TAE3
1036	Associate Mechanical Engr - Auto Sys	TAE3
1040	Associate Systems Design Engineer	TAE3
1041	Associate Systems Engineer	TAE3
1042	Associate Transportation Engineer	TAE3
1262	Cost & Schedule Coordinator	TAE3
1270	Senior Architect	TAE4
1278	Senior Cost & Schedule Coordinator	TAE4
2480	Senior Environmental Engineer	TAE4
1288	Senior Mechanical Engr-Auto Systems	TAE4
1291	Senior Systems Design Engineer	TAE4
1292	Senior Systems Engineer	TAE4
1294	Senior Transportation Engineer	TAE4

Table for TAEA Employees
Effective April 14, 2025

	Hourly Rates					Bi-Weekly Rates					Monthly Rates	
Grade	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 1**	**Step 5**
TAE1	53.63	56.30	59.11	62.06	65.15	4,290.32	4,503.64	4,729.08	4,964.76	5,212.20	9,295.70	11,293.10
TAE2	58.30	61.22	64.67	67.48	70.90	4,664.08	4,897.68	5,173.96	5,398.72	5,671.68	10,105.50	12,288.64
TAE3	67.85	71.25	74.79	78.54	82.44	5,427.84	5,700.08	5,983.60	6,283.16	6,595.28	11,760.33	14,289.78
TAE4	79.35	83.29	87.45	91.84	96.44	6,348.20	6,663.20	6,996.00	7,346.92	7,715.52	13,754.44	16,716.96

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

Table for TAEA Employees
Effective April 13, 2026

	Hourly Rates					Bi-Weekly Rates					Monthly Rates	
Grade	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 1**	**Step 5**
TAE1	55.51	58.27	61.18	64.23	67.43	4,440.48	4,661.26	4,894.60	5,138.53	5,394.63	9,621.05	11,688.36
TAE2	60.34	63.36	66.94	69.85	73.38	4,827.32	5,069.10	5,355.05	5,587.68	5,870.19	10,459.19	12,718.75
TAE3	70.22	73.74	77.41	81.29	85.33	5,617.82	5,899.59	6,193.02	6,503.07	6,826.12	12,171.94	14,789.93
TAE4	82.13	86.21	90.51	95.05	99.82	6,570.39	6,896.41	7,240.86	7,604.07	7,985.56	14,235.84	17,302.06

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

Table for TAEA Employees
Effective April 12, 2027

	Hourly Rates					Bi-Weekly Rates					Monthly Rates	
Grade	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 1**	**Step 5**
TAE1	57.17	60.01	63.02	66.16	69.46	4,573.70	4,801.11	5,041.44	5,292.68	5,556.47	9,909.67	12,039.01
TAE2	62.15	65.26	68.95	71.94	75.58	4,972.14	5,221.17	5,515.70	5,755.31	6,046.29	10,772.98	13,100.30
TAE3	72.33	75.96	79.74	83.73	87.89	5,786.35	6,076.57	6,378.82	6,698.16	7,030.90	12,537.09	15,233.61
TAE4	84.59	88.79	93.23	97.90	102.81	6,767.50	7,103.30	7,458.09	7,832.18	8,225.13	14,662.91	17,821.12

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

Table for TAEA Employees
Effective April 10, 2028

Hourly Rates						Bi-Weekly Rates					Monthly Rates	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
TAE1	59.46	62.41	65.54	68.80	72.23	4,756.64	4,993.15	5,243.09	5,504.39	5,778.72	10,306.06	12,520.57
TAE2	64.64	67.88	71.70	74.82	78.60	5,171.03	5,430.02	5,736.33	5,985.52	6,288.15	11,203.89	13,624.32
TAE3	75.22	79.00	82.92	87.08	91.40	6,017.80	6,319.63	6,633.97	6,966.09	7,312.13	13,038.57	15,842.96
TAE4	87.98	92.34	96.96	101.82	106.93	7,038.20	7,387.44	7,756.41	8,145.47	8,554.14	15,249.43	18,533.96

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

APPENDIX C

Salary Survey Agencies:

Alameda County (Zone 7)	City of Fremont	BART
Alameda County (DPW)	City of Livermore	East Bay MUD
City and County of San Francisco	City of Milpitas	Golden Gate Bridge, Highway and Transportation Dist.
San Mateo County	City of Mountain View	Port of Oakland
Santa Clara County	City of Oakland	Santa Clara Valley Water Dist.
Alameda County	City of Palo Alto	CalTrans
	City of Pleasanton	
	City of San Jose	
	City of Santa Clara	
	City of Sunnyvale	

Additional agencies may be included by mutual agreement.

The Associate level of each class series at VTA (e.g., Transportation Engineer, Systems Engineer, etc.) shall be surveyed in each of the above agencies and all valid matches shall be used for comparison purposes for all levels of the class series. The salary survey for VTA's Transportation Engineer class will include Civil Engineers and other agencies as appropriate. To establish a valid survey average for a classification, the number of agencies with a valid match shall not be less than five. The salaries for each level of the class series (Junior/Assistant/Associate/Senior) shall be based on the current percentage separation from the Associate Level. The results of the Associate Transportation Engineer study shall be used to establish the applicable realignment for those class series for which a valid comparison cannot be established. Since realignments will occur on a class series-by-class series basis, the current relationship between the class series may be changed.

Salary data shall be compared top step to top step. Salary data shall be adjusted for employee pension contribution.

ATTACHMENTS

1. **Letter from VTA Regarding Educational and Professional Development Programs Administered by VTA**

2. **Letter from VTA Regarding VTA Policy 310 – Hours of Work and Paydays, and Working Alternate Work Schedules**

3. **Holiday and Payday Calendar**

4. **Union Contact Information**

SANTA CLARA
Valley Transportation Authority

July 28, 2006

Mr. Raj Sehdev, President
Transportation Authority
Engineers and Architects' Association (TAEA)
P.O. Box 640435
San Jose, Ca. 95164-0435

Dear Mr. Sehdev:

During the labor contract negotiations a concern was raised by the TAEA bargaining team regarding the awareness among TAEA members of the various educational and professional development programs administered by VTA. As the Department Manager that oversees the implementation of the various programs, I appreciate the opportunity to make our employees fully aware of VTA's interest and commitment in promoting educational and professional opportunities.

I have already directed my staff to prepare a plan on how best to disseminate the information for practical use by employees throughout the organization. In the mean time, however, I will implement the following:

- Within the next 30 days I will present to the General Manger and to Executive staff the programs that are available to employees and the importance of Executive and Senior Management's support of employees taking advantage of the those programs.
- Meet with the Divisional and Departmental staff to explain the availability of the programs and how best to access them.
- Meet with the membership and TAEA leadership to discuss in detail the opportunities available through the various programs.
- Ensure that information is discussed and distributed to new employees during New Employee Orientation

In addition to the above my Employee Development team will be available to employees on an individual and collective basis to discuss and assist in career planning.

Cordially,

Robert L. Escobar

Robert L. Escobar
Human Resources Manager

C: Michael T. Burns, General Manager
Division Chiefs

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
675 North First Street, # 715, San Jose, CA 95112 Ph. 408-291-2200 www.ifpte21.org

August 2, 2006

August 1, 2006

Robert L. Escobar
Human Resources Manager
Santa Clara Valley Transportation Authority
3331 North First Street
San Jose, CA 95134-1906

Dear Mr. Escobar:

This is to confirm our understanding with you that VTA Policy 310 - Hours of Work and Paydays, II. C. Work Schedule, includes the possibility of employees voluntarily working alternate work schedules, such as 4/10 shifts, or 9/80 shifts.

Sincerely,

Joe Brenner
IFPTE Local 21

Acknowledged _____
Robert L. Escobar

cc: TAEA Board

2025 Calendar

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
26	27	28	29	30	31	

01: New Year's Day
20: Martin Luther King Jr. Day

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	

17: Presidents' Day

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	**31**					

31: Cesar Chavez Day (SEIU)

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	**26**	27	28	29	30	31

26: Memorial Day

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	**19**	20	21
22	23	24	25	26	27	28
29	30					

19: Juneteenth

July 2025						
S	M	T	W	T	F	S
		1	2	3	**4**	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

04: Independence Day

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

01: Labor Day

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	**13**	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

13: Columbus Day

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	**11**	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	**27**	**28**	29
30						

11: Veterans' Day
27: Thanksgiving
28: Day after Thanksgiving

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	**25**	26	27
28	29	30	31			

25: Christmas Day

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

2026 Calendar

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	31

01: New Year's Day
19: Martin Luther King Jr. Day

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28

16: Presidents' Day

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	**31**				

31: Cesar Chavez Day (SEIU)

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	**25**	26	27	28	29	30
31						

25: Memorial Day

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	**19**	20
21	22	23	24	25	26	27
28	29	30				

19: Juneteenth

July 2026						
S	M	T	W	T	F	S
			1	2	**3**	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

03: Independence Day (observed)

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	**7**	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

07: Labor Day

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	**12**	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12: Columbus Day

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	**11**	12	13	14
15	16	17	18	19	20	21
22	23	24	25	**26**	**27**	28
29	30					

11: Veterans' Day
26: Thanksgiving
27: Day after Thanksgiving

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

25: Christmas Day

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

2027 Calendar

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	**18**	19	20	21	22	23
24	25	26	27	28	29	30
31						

01: New Year's Day
18: Martin Luther King Jr. Day

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28						

15: Presidents' Day

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	**31**			

31: Cesar Chavez Day (SEIU)

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	**31**					

31: Memorial Day

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	**18**	19
20	21	22	23	24	25	26
27	28	29	30			

19: Juneteenth (observed)

July 2027						
S	M	T	W	T	F	S
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

05: Independence Day (observed)

August 2027						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

06: Labor Day

October 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	**11**	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11: Columbus Day

November 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	**11**	12	13
14	15	16	17	18	19	20
21	22	23	24	**25**	**26**	27
28	29	30				

11: Veterans' Day
25: Thanksgiving
26: Day after Thanksgiving

December 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	**24**	25
26	27	28	29	30	31	

24: Christmas Day (observed)

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

2028 Calendar

January 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

01: New Year's Day
17: Martin Luther King Jr. Day

February 2028						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	**21**	22	23	24	25	26
27	28	29				

21: Presidents' Day

March 2028						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

31: Cesar Chavez Day (SEIU)

April 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2028						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	**29**	30	31			

29: Memorial Day

June 2028						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	

19: Juneteenth

July 2028						
S	M	T	W	T	F	S
						1
2	3	**4**	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

04: Independence Day

August 2028						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2028						
S	M	T	W	T	F	S
					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

04: Labor Day

October 2028						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	**9**	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

09: Columbus Day

November 2028						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	**10**	11
12	13	14	15	16	17	18
19	20	21	22	**23**	**24**	25
26	27	28	29	30		

10: Veterans' Day
23: Thanksgiving
24: Day after Thanksgiving

December 2028						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	**25**	26	27	28	29	30
31						

25: Christmas Day

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At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

2029 Calendar

January 2029						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

01: New Year's Day
15: Martin Luther King Jr. Day

February 2029						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28			

19: Presidents' Day

March 2029						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	**31**

31: Cesar Chavez Day (SEIU)

April 2029						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2029						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	**28**	29	30	31		

28: Memorial Day

June 2029						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	**19**	20	21	22	23
24	25	26	27	28	29	30

19: Juneteenth

July 2029						
S	M	T	W	T	F	S
1	2	3	**4**	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

04: Independence Day

August 2029						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2029						
S	M	T	W	T	F	S
						1
2	**3**	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

03: Labor Day

October 2029						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	**8**	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

08: Columbus Day

November 2029						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	**12**	13	14	15	16	17
18	19	20	21	**22**	**23**	24
25	26	27	28	29	30	

12: Veterans' Day
22: Thanksgiving
23: Day after Thanksgiving

December 2029						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	**25**	26	27	28	29
30	31					

25: Christmas Day

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

HOW TO CONTACT YOUR UNION

TRANSPORTATION AUTHORITY ENGINEERS AND ARCHITECTS ASSOCIATION (TAEA)/Local 21

IFPTE Local 21 San Francisco Office
1167 Mission Street
2nd floor
San Francisco, CA 94103
T:415-864-2100
F:415-864-2166

IFPTE Local 21 San Jose Office
4 North Second St, #595
San Jose, CA 95113
T:408-291-2200
F: 408-291-2203

TAEA Rep
Stanley A. Young
Representative/Organizer
(408)-291-2200
Email: syoung@ifpte21.org

OFFICE HOURS
Main Office
8:30 a.m. – 5 p.m.

South Bay Office
8 a.m. – 4 p.m.
Monday through Friday