



Carolyn Gonot
General Manager
Carolyn.Gonot@vta.org
Writer's Direct Telephone:
(408) 321-7565
Fax: (408) 321-7547

March 15, 2025

Via Hand Delivery and Email

Governor Gavin Newsom
1303 10th St Suite 1173
Sacramento, CA 95814

Re: *REQUEST FOR GOVERNOR'S INTERVENTION PURSUANT TO GOVERNMENT CODE SECTION 3612*

Dear Governor Newsom,

The Santa Clara Valley Transportation Authority ("VTA") respectfully requests the appointment of a Board of Investigation pursuant to Government Code section 3612. The Amalgamated Transit Workers Union (AFL-CIO), Local 265 ("ATU") at VTA commenced a strike on March 10, 2025, which is ongoing. VTA has also asked the Court for injunctive relief to stop the irreparable harm to the community caused by the strike on the grounds that ATU breached the collective bargaining agreement's "no-strike" clause that is still in full force and effect. The Complaint was filed in Santa Clara County Superior Court. (Complaint is attached.)

Government Code Section 3612 provides:

3612. (a) Whenever in the opinion of the Governor, a threatened or actual strike or lockout will, if permitted to occur or continue, significantly disrupt public transportation services and endanger the public's health, safety, or welfare, and upon the request of either party to the dispute, the Governor may appoint a board to investigate the issues involved in the dispute and to make a written report to him or her within seven days. The report shall include a statement of the facts with respect to the dispute, including the respective positions of the parties, but shall not contain recommendations. The report shall be made available to the public.

Cal. Gov. Code § 3612(a). Section 3612(b) further provides: "Any strike or lockout during the period of investigation of the board appointed pursuant to this section is prohibited."

Parties' Negotiations

In July 2024, ATU provided VTA with a Notice of Intent" to negotiate amendments to the CBA,

identifying several provisions it wished to negotiate. On July 17, 2024, VTA responded, identifying its wish to negotiate several sections of the MOU. In August 2024, the parties commenced negotiations for a successor contract. ATU made an opening demand to increase wages by 24% over 3 years, with an 8% each year (8-8-8, which compounds to 26%).

VTA countered at a 3.75% increase to wages over 3 years (1%-1.25%-1.5%). ATU refused for months to counter VTA's proposal. On November 7, VTA made concessions and increased its wage proposal from 3.75% to 4.5% (1.25-1.5-1.75). ATU did not move from its initial offer of 24% over 3 years. Between August 2024 and January 2025, ATU responded 12 times to VTA's requests for a counter with the same proposal (a compounded increase of 26% over 3 years, 8-8-8).

In January 2025, VTA proposed pre-impasse mediation after months of VTA making concessions and ATU making none and the parties scheduled mediation. (Pub. Util. Code § 100304.) In the weeks before mediation, ATU passed eight new proposals during negotiation sessions, evidencing that the parties were continuing to bargain in advance of mediation and were not at impasse. The parties did not have an opportunity to meaningfully discuss, much less agree on, any before mediation. The parties participated in pre-impasse mediation on January 30, February 3 and February 5, 2025. Mediation did not result in a Tentative Agreement.

At a bargaining session on February 13, 2025, ATU claimed that VTA had declared impasse and VTA told ATU it had not. VTA and ATU each presented package proposals. VTA offered to increase wages by 9% over 3 years (3-3-3), or 9.3% compounded, with an additional one-time payment of \$500, making clear that this was not its last best final offer (LBFO). ATU contended the parties were at impasse and VTA made clear it disagreed with that assertion. ATU agreed to present VTA's package to its members for a vote.

On February 20, ATU President Singh informed General Manager Carolyn Gonot by email that ATU members rejected the package offer and requested VTA provide its LBFO. He also advised at that meeting that members had authorized a strike sanction. On February 21, Gonot responded, "[g]iven where we are at in the process, VTA is not in a position to declare a last, best and final offer (LBFO) at this time." She explained why the present package demonstrated VTA's efforts to continue to engage in good faith negotiations and that ATU had a similar obligation.

On February 25, the parties held another bargaining session where ATU stated it had taken a vote on VTA's February 13 proposal and advised that they considered it to be VTA's LBFO. Escobar corrected them and clearly stated that the February 13 packet proposal was not VTA's LBFO. ATU passed a packet described as its "bottom line" for a compounded increase of 19.1% over 3 years (6-6-6), certain dental benefits and reiterated its January 21 proposal regarding arbitrability. VTA responded to and made counterproposals on collectively nine items. VTA passed a packet of 9% over three years (3.5-2.5-3), a one-time payment of \$1,000, and maintained its position on arbitrability. Singh left the room and returned with a copy of VTA's proposal packet with a large "X" through the cover page, and on it was written "Rejected by ATU, Raj Singh 2/25/25."

On February 28, Singh attempted to declare impasse unilaterally. That morning, VTA met in closed session with its Board of Directors. Thereafter, at approximately 2:00 p.m., VTA and ATU held a bargaining session. VTA presented its LBFO—9% percent over 3 years, adjusted to 4-3-2, and a one-time payment of \$1,500. ATU’s negotiating team looked at the offer, made a few critical comments, and left. The entire meeting lasted eight minutes. That same evening, at approximately 4:49 p.m., Singh sent Gonot a communication indicating the Union did not intend to further move from the position, claiming their current position was ATU’s LBFO and declared impasse. He did so despite only three hours having passed from the time VTA had presented its LBFO that contained substantial sweeteners including bumping up the first-year increase to 4%, a \$1,500 per employee signing bonus, and increasing the annual dental benefit to \$3,000 a year. Three hours was not enough time for ATU’s approximately 1,500 members to have considered and rejected this specific proposal.

ATU Sends VTA Notice of Intent to Strike

On the evening of Thursday, March 6, Singh hand-delivered a “Notice of Intent to Strike” to VTA Board Chair Sergio Lopez advising that ATU would commence a strike on Monday, March 10 at 12:01 a.m. From the moment VTA received notice of the strike, Gonot and other VTA leaders engaged in coordinated efforts to communicate with ATU representatives to persuade them to change course and continue with negotiations. VTA communicated to the public that it wanted to give fair and competitive wages to its workers, but also had to make fiscally sound decisions in protect service levels.

On Sunday, March 9, VTA served a cease and desist, stating the contract violations stemming from both notice and actual effectuation of a strike. This letter noted that the CBA includes the following no-strike clause:

SECTION 23 – CONTINUITY OF SERVICE TO THE PUBLIC

During the term of this Agreement, neither the Union nor its members shall call, sanction, assist, engage in any strike, slow-down or stoppage of VTA work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of VTA.

The Union will require its members to perform their services for VTA when required by VTA to do so except for a refusal by VTA to abide by the terms of the arbitration or grievance procedure of this Agreement. Refusal of employees to cross a primary picket line of another employer, if approved by the Central Labor Council, shall not be cause for discipline nor construed as a violation of the Agreement.

During the term of the Agreement, VTA shall not cause or permit any lockout of any of its employees.

This no-strike clause dates back as far as the parties’ 1974 agreement. Regarding duration, the CBA states: “The term of this Agreement shall begin on March 7, 2022, and continues through March 3, 2025, *and from year to year thereafter.*” (CBA § 25 (emphasis added).) The CBA also

provides that during contract negotiations, the Agreement “shall remain in full force and effect.” Moreover, the CBA has a termination provision which allows either party to terminate the contract within 90 days of March 3 of any relevant year. ATU never notified VTA that it wished to terminate the contract. Section 25 provides:

SECTION 25 – DURATION OF AGREEMENT

The term of this Agreement shall begin on March 7, 2022, and continues through March 3, 2025, and from year to year thereafter.

Should either party desire to terminate this Agreement or alter it in any way, they shall give the other party written notice 90 days prior to March 3, 2025, or any subsequent March 3rd. Such notice shall state either the intent to terminate the Agreement at the end of the 90 day period or to negotiate amendments or changes stated in the notice.

The party receiving such 90 day notice shall, within 30 days prior to March 3, 2025, or any subsequent March 3rd, notify the other party in writing of its intent to terminate this Agreement or negotiate amendments or changes stated in its responding notice.

Negotiations on the amendments or changes of this Agreement shall begin no later than 15 days prior to March 3, 2025, or any subsequent March 3rd and shall continue until agreement is reached. During these negotiations, this Agreement shall remain in full force and effect.

Changes to this Agreement are effective the first pay period following ratification, unless otherwise agreed.

On March 9, VTA’s negotiators met with ATU again, expecting the Union to offer movement, but instead they were met with further refusal by the Union to bargain in good faith.

The Strike Commences

On March 10, 2025, at approximately 12:01 a.m., ATU commenced a strike. Starting at approximately 4:00 a.m. on March 10, ATU picketers have been protesting at VTA’s North, Cerone, Chaboya, and River Oaks campuses. At some sites (including Cerone and Guadalupe), picketers were blocking at least some entrances, including main entrances. VTA contracts with the Santa Clara County Sheriff’s Department to provide on-site security on a regular basis. Sheriff’s deputies sought the Union’s cooperation and advised picketers to refrain from blocking entrances; some picketers have refused to comply. Picketers challenged deliveries from VTA’s outside vendors that require ingress and egress into the property. VTA staff who attempted to report to work on Monday were turned away by picketers. Later that morning, there was a traffic incident involving a VTA marked pickup truck and two protesters wearing traffic vests. At least one protester required medical attention following the incident and law enforcement responded.

Even after the strike had started, Gonot continued to communicate with Singh by email, including attempts to dispel him of his misinformed understanding that the contract is no longer

in effect. Her efforts proved futile.

The Strike Endangers the Public's Health, Safety and Welfare

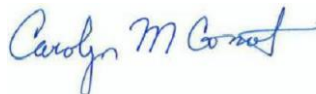
The Governor's intervention is clearly warranted here. ATU's strike has resulted in harm to the public's health, safety and welfare and will cause severe and irreparable harm to VTA and the community it serves as long as it is allowed to continue. The abrupt disruption in service has created substantial uncertainty for VTA's tens of thousands of daily riders and other members of the public who rely on VTA to transport their employees, students, and loved ones throughout the County and beyond. The strike will invariably create material health, safety, and economic losses for those who ride and rely on VTA in the form of potential terminations from employment and other lost economic opportunities, missed medical appointments for critical procedures, lost child and elder care coverage for families, an influx in costs associated with securing alternative means of transportation, and other consequences to the community that will likely never be fully understood.

On Tuesday, March 11, 2025, VTA filed an application for a Temporary Restraining Order and other injunctive relief, which ATU has opposed. The Court has not yet set a hearing on VTA's application.

While the strike has been ongoing, VTA and ATU have also met twice over the last week for mediation, with the same mediator from State Conciliation Service who the parties used for pre-impasse mediation in late January/early February. Those two mediation sessions have not resulted in any material movement in the parties' positions.

Time is of the essence. Please let me know as soon as possible if the Governor will intervene or whether you require any further information. We look forward to hearing from you about this urgent matter.

Very truly yours,



CAROLYN GONOT
General Manager

Cc: Sergio Lopez, VTA Board Chair and Mayor of City of Campbell
Greg Richardson, Deputy General Manager
Evelynn Tran, General Counsel
Rajvinder Singh, ATU President and Business Agent
Senator Dave Cortese
State Assembly Member Ash Kalra

Attachment