

ORDINANCE NO. 019-21

AN ORDINANCE AUTHORIZING  
EXECUTION OF A COLLECTIVE  
BARGAINING AGREEMENT  
CONTAINING THE TERMS OF A  
TENTATIVE AGREEMENT WITH THE  
UNITED STEELWORKERS OF  
AMERICA, LOCAL 9777

WHEREAS, The Metropolitan Transit Authority Act, 70 ILCS 3605/28a, provides that the Chicago Transit Board has the right to deal with and enter into collective bargaining agreements with employees represented by a labor organization; and

WHEREAS, The United Steelworkers of America, Local 9777, is the bargaining agent for certain upholsterers of the Chicago Transit Authority; and

WHEREAS, The Chicago Transit Authority and Local 9777 have reached a tentative agreement attached hereto on the terms of a new Collective Bargaining Agreement, also known as the Wage and Working Conditions Agreement, effective January 1, 2017 through December 31, 2019; now, therefore:

BE IT ORDAINED BY THE CHICAGO TRANSIT BOARD  
OF THE CHICAGO TRANSIT AUTHORITY:

SECTION 1. The Chairman of the Chicago Transit Board, or his designee, is hereby authorized to execute a Wage and Working Conditions Agreement with the United Steelworkers of America, Local 9777, with a term of January 1, 2017 through December 31, 2019, reflecting the terms of the attached tentative agreement between the Chicago Transit Authority and the United Steelworkers of America, Local 9777.

SECTION 2. The Chairman, or his designee, is further authorized to take such actions and execute such documents as may be necessary to implement the objectives of this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

APPROVED:

PASSED:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Assistant Secretary

March 13, 2019

March 13, 2019

## MEMORANDUM OF AGREEMENT

This Agreement, made by and between the Chicago Transit Authority ("CTA" or the "Authority") and USW, Local 9777 (the "Union") this 19 day of February, 2019 as follows:

1. The CTA and the Union hereby extend the terms of the 2012-2016 collective bargaining agreement except as modified herein, for the time period January 1, 2017 through 11:59 p.m. December 31, 2019.

2. The CTA and the Union hereby adopt the following language changes:

(a) Effective date of Agreement: January 1, 2017.

(b) Article II, Section 2.1, Wages: make the following wage adjustments --

(i) retroactive pay for calendar year 2016, to be paid as follows: effective 1/1/16, 1%; effective 7/1/16, 1%.

(ii) increase wage rates under the following schedule: effective 1/1/17, 1%; effective 7/1/17, 1%; effective 1/1/18, 1%; effective 7/1/18, 1.5%; effective 1/1/19, 1%; and effective 7/1/19, 2.0%.

(c) Article V – Insurance and Sickness Benefits:

(i) Amend Article V to incorporate in its entirety Article 15 - Insurance and Sickness Benefits of the Wage and Working Conditions Agreement Between the Chicago Transit Authority and Amalgamated Transit Union Local 241 and Amalgamated Transit Union Local 308 effective January 1, 2012 – December 31, 2015.

(ii) Add the following language as a side letter to the Agreement --

For the calendar years 2019 and 2020 only, the CTA agrees to waive up to \$270.40 each year (2019 and 2020) per employee with single coverage and up to \$520.00 each year (2019 and 2020) per employee with family coverage from their annual premium contributions. The adjustments to the premium increase as set forth in Article 5.4(E) shall continue notwithstanding this waiver in 2019 and 2020 and thereafter unless the parties negotiate otherwise.

The open enrollment forms for 2019 and 2020 will set forth, respectively, the premiums in effect for 2019 and 2020 and the premiums employees will be paying as a result of this waiver in 2019 and 2020.

(iii) Adopt the Authority's proposal on the Employee Substance Abuse Assistance Program. (New language underlined).

(d) Term of Agreement: Amend Article IX, Section 9.12 as follows:

This Agreement and the provisions thereof, when signed by the proper officials of the Authority and the Union shall become operative as of the first day of January, 2017 and shall remain in force until and including December 31, 2019, and shall continue in full force and effect from year to year thereafter, unless written notice is given by either party hereto to the other on or before sixty (60) days prior to December 31, 2019 or sixty (60) days prior to December 31st of any subsequent contract year, requesting that the Agreement be amended or canceled. If amendment is desired, the contents of the amendment shall be submitted by either party to the other not later than sixty (60) days prior to any expiration date, and such amendment shall not become effective until the first day of January following the expiration date, provided changes mutually agreeable to the representatives of both parties may be made at any time.

Notwithstanding the foregoing, the Agreement may be reopened if the amended Authority budget submitted pursuant to Section 2.18a of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority. (New language underlined).

3. This Agreement is subject to ratification by the Unions' membership in accordance with their respective rules and by-laws, and by the Chicago Transit Board, and shall become effective upon said ratifications. All changes in contract language, wages and benefits shall take effect on the date of final ratification by both parties unless otherwise provided in the particular tentative agreement. All wage increases provided for herein shall be retroactive to the dates specified above for all employees who are on the payroll as of the date of final ratification of this Agreement.

In Witness Whereof, the parties have affixed their signatures below by their respective representatives.

CHICAGO TRANSIT AUTHORITY

By: [Signature] DCC, LTE

Date: 021919

By: [Signature]

Date: 2-19-19

USW, LOCAL 9777

By: [Signature] USW Local 9777

Date: 2-19-19 President

The members  
Ratified this agreement  
2-19-19  
[Signature]