

ORDINANCE NO. 019-29

AN ORDINANCE AUTHORIZING
EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT
CONTAINING THE TERMS OF A
TENTATIVE AGREEMENT WITH THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 134 (ROADMASTERS)

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 International Brotherhood of Electrical Workers, Local 134 (Roadmasters), is the bargaining agent for certain employees of the Chicago Transit Authority; and

WHEREAS, The Chicago Transit Authority and Local 134 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, 2016 through December 31, 2021; 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 International Brotherhood of Electrical Workers, Local 134 (Roadmasters), with a term of January 1, 2016 through December 31, 2021, reflecting the terms of the attached tentative agreement between the Chicago Transit Authority and the International Brotherhood of Electrical Workers, Local 134 (Roadmasters).

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

April 10, 2019

April 10, 2019

**MEMORANDUM OF AGREEMENT
ROADMASTERS**

This Agreement, made by and between the Chicago Transit Authority ("CTA" or the "Authority") and International Brotherhood of Electrical Workers Union, Local 134 (the "Union") this 4th day of April, 2019 as follows:

1. The CTA and the Union hereby extend the terms of the 2012-2015 Collective Bargaining Agreement covering the Roadmasters except as modified herein, for the time period January 1, 2016 through 11:59 p.m. December 31, 2021.

2. The CTA and the Union hereby adopt the following language changes which resolve all outstanding issues:

(a) Wage Rates: Amend Article 2.1 of the Agreement as follows:¹

(i) Amend Section A to provide that the top hourly wage rate for Roadmaster II shall be adjusted on the following dates at the amounts specified: January 1, 2016, 1.0%; July 1, 2016, 1.0%; January 1, 2017, 1.0%; July 1, 2017, 1.0%; January 1, 2018, 1.0%; July 1, 2018, 1.5%; January 1, 2019, 1.0%; July 1, 2019, 2.0%; January 1, 2020, 1.0%; July 1, 2020, 1.0%.%; January 1, 2021, 1.0%; July 1, 2021, 1.0%;

*In the event that the ATU settlements for January 2020, July 2020, January 2021 and July 2021 exceed the amounts listed herein, the Authority will pay the greater amount for each such period.

(ii) Amend Section A to provide that the top hourly wage rate for Roadmaster III shall be adjusted on the following dates at the amounts specified: January 1, 2016, 1.0%; July 1, 2016, 1.0%; January 1, 2017, 1.0%; July 1, 2017, 1.0%; January 1, 2018, 1.0%; July 1, 2018, 1.5%; January 1, 2019, 1.0%; July 1, 2019, 2.0%; January 1, 2020, 1.0%; July 1, 2020, 1.0%; January 1, 2021, 1.0%; July 1, 2021, 1.0%.

*In the event that the ATU settlements for January 2020, July 2020, January 2021 and July 2021 exceed the amounts listed herein, the Authority will pay the greater amount for each such period.

(iii) Roadmasters who oversee track inspection, track maintenance equipment operators and track welders shall receive a \$1.00/hour premium for every hour worked in that assignment. Said premium shall be paid on all overtime hours, but not for vacation and holiday pay, which shall be paid at their regular rate of

¹ References to specific Articles and Sections herein are to the agreement between CTA and International Brotherhood of Electrical Workers Union, Local 134. It is understood and agreed that the Agreement will be amended in whatever manner necessary to conform to this Memorandum of Agreement and any other tentative agreement between CTA and the Union.

pay. The premium shall be effective at the next pick following final ratification of the Agreement, which should be in or about May, 2019.

- (b) **Article 3, Section 3.2, Seniority and Working Rules:** amend Article 3, Section 3.2 as follows --

“The Authority will not layoff any permanent, full time bargaining unit employee who as of January 1, ~~2012~~ 2016 had one (1) or more years of continuous service in the Roadmaster bargaining unit.”

- (c) **Article 4, Section 4.3:** amend first paragraph pf Section 4.3 as follows –

“**OVERTIME** Time-and-one-half (1½) the straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee’s shift, except that when changeover is made, only straight time shall be paid for the second eight (8) hours. However, whenever the regular work day is scheduled for ten (10) hours, time-and-one-half (1½) the straight time hourly rate shall be paid for all hours worked in excess of ten (10) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee’s shift, except that when changeover is made, only straight time shall be paid for the second ten (10) hours. In addition, when the regular work shift exceeds twelve (12) or more hours, double time shall be paid for all hours in excess of twelve (12), except that when changeover is made, only straight time shall be paid for the second twelve (12) hours. Time-and-one-half (1½) the straight-time hourly rate shall be paid for all time worked in excess of forty (40) hours in any week. There shall be no pyramiding of overtime.”

- (d) **Section 4.6, Emergency Call Out:** adopt the following language in Section 4.6 concerning emergency call outs –

“When an employee is called out for emergency work, he shall be paid no less than a minimum of two (2) hours at double his regular permanent classified rate; except that, when emergency work runs into the normal work day period, the rate of pay during the regular work period shall be at the employee’s straight time rate.”

- (e) **Article 6, Section 6.10, Vacations:** amend Article 6, Section 6.10 as follows --

“At the time of the vacation pick, employees who have earned two (2) complete weeks of vacation will have the option of converting one (1) week of vacation into five (5) vacation random days (“VRDs”) to be used for personal reasons during the remainder of the vacation plan year (“VPY”); employees who have earned three (3) or more complete weeks of vacation will have the option of converting two (2) weeks of vacation into ten (10) VRDs to be used for personal reasons during the remainder of the VPY; employees who have earned four (4) or more complete weeks

of vacation will have the option of converting three (3) weeks of vacation into fifteen (15) VRD's to be used for personal reasons during the remainder of the VPY; and employees who have earned five (5) or more complete weeks of vacation will have the option of converting four (4) weeks of vacation into twenty (20) VRD's to be used for personal reasons during the remainder of the VPY.

(f) Article 7, Health Care: amend Article 7, Health Care as follows --

(i) Add the following as a new side letter:

Article 7 of the parties' Wage and Working Conditions Agreement effective as of January 1, 2012 provides as follows: "Effective subsequent to the January 1, 2015 monthly employee contribution increase, an adjustment to the premium will be made on January 1st of the next year reflecting 75% of the premium increase, 2016 over 2015. A similar adjustment will be made effective January 1 every year thereafter. In no case will any net additional deduction exceed the following amounts: for an employee with single coverage, \$0.13 per hour; for an employee with family coverage, \$0.25 per hour. "

The parties agree that 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 7 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."

(ii) Adopt the Authority's proposal on the Employee Substance Abuse Assistance Program.

(iii) The parties agree to adopt the attached side letter agreed to by the Coalition and CTA concerning changes in the health care plan during the Agreement.

(g) Article 11, Section 11, Term of Agreement:

(i) Amend Article 11, Section 11.1 as follows --

"This Agreement shall be in force and effect on January 1, ~~2012~~ 2016 and shall continue in force and effect to and including December 31, ~~2016~~ 2021, and from year to year thereafter."

(ii) Amend the first sentence of Article 11, Section 11.2, as follows --

“Either of the parties hereto shall have the right to reopen this Agreement for modifications and/or changes to be effective January 1, 2016 2022, or any anniversary date thereafter by written notice to the other no later than sixty (60) days prior to such anniversary date. . . .”

(h) **Uniform Allowance (New):** Add the following new language to the Agreement:

“Effective during the calendar year beginning January 1, 2019, the parties will establish a commissary system for employees who are required to wear fire resistant clothing, to assist in the cost of purchasing such clothing. Said employees will receive a credit in calendar year 2019 of \$700.00 per employee, and effective in every year thereafter, \$400.00 per employee. Employees hired after 2019 will receive the \$700.00 payment in their first year of employment, and the \$400.00 payment in following years. Such credit shall not exceed \$1,000.00 per employee. This payment will be in lieu of the current laundry service furnished by the CTA, which shall be discontinued.”

(i) **Pool Roadmaster Agreement:** adopt new Pool Roadmaster Agreement as attached.

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. Wage increases shall be retroactive to January 1, 2016 for all employees who are on the payroll as of the date of final ratification of this Agreement. or who may have retired between January 1, 2016 and the date of final ratification. Retroactive pay shall be paid to employees within 30 days of final ratification by the parties.

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

CHICAGO TRANSIT AUTHORITY

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 134

By: Richard W. Anglee

By: Robert A. Cook

Date: 4/4/2019

Date: 4-04-2019