

ORDINANCE NO. 019-39

AN ORDINANCE AUTHORIZING
EXECUTION OF COLLECTIVE
BARGAINING AGREEMENTS
CONTAINING THE TERMS OF
TENTATIVE AGREEMENTS
WITH THE CRAFT COALITION
OF TRADE UNIONS

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 following unions, know as the Craft Coalition of Trade Unions, are the bargaining agents for certain employees of the Chicago Transit Authority:

1. International Association of Machinists and Aerospace Workers District #8;
2. Painters District Council No. 14;
3. United Order of American Bricklayers and Stone Masons Local Union #21;
4. Sheet Metal Workers International Association Local Union #73;
5. Chicago Journeyman Plumbers Local Union #130;
6. Pipefitters' Association Local Union #597;
7. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local Lodge #1247;
8. United Brotherhood of Carpenters and Joiners of America;
9. International Brotherhood of Electrical Workers Local 9;
10. International Brotherhood of Electrical Workers Local 134; and
11. International Association of Machinists Local 701; and

WHEREAS, The Chicago Transit Authority and the Craft Coalition of Trade Unions have reached tentative agreements attached hereto on the terms of new Collective Bargaining Agreements, also known as Wage and Working Conditions Agreements, effective January 1, 2017 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 Wage and Working Conditions Agreements with the Craft Coalition of Trade Unions, with a term of January 1, 2017 through December 31, 2021, reflecting the terms of the attached tentative agreements between the Chicago Transit Authority and the Craft Coalition of Trade Unions.

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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

May 8, 2019

Assistant Secretary

May 8, 2019

MEMORANDUM OF AGREEMENT

This Agreement, made by and between the Chicago Transit Authority ("CTA" or the "Authority") and the Craft Coalition of Trades Unions (the "Unions") this 22nd day of March, 2019 as follows:

1. The CTA and the Unions hereby extend the terms of the 2012-2016 collective bargaining agreements except as modified herein, for the time period January 1, 2017 through 11:59 p.m. December 31, 2021.

2. The CTA and the Unions hereby adopt the following language changes to resolve all outstanding Coalition issues as follows:

(a) Unions affiliated with the Coalition: International Association of Machinists and Aerospace Workers District #8; Painters District Council No. 14; United Order of American Bricklayers and Stone Masons Local Union #21; Sheetmetal Workers International Association Local Union #73; Chicago Journeyman Plumbers Local Union #130; Pipefitters' Association Local Union #597; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local Lodge #1247; United Brotherhood of Carpenters and Joiners of America; International Brotherhood of Electrical Workers Local 9; International Brotherhood of Electrical Workers Local 134; and International Association of Machinists Local 701.

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

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

(i) Delete Section A and provide that all wage rates for employees that are not subject to Section B below shall be resolved in "local" negotiations.

(ii) (Change the first sentence of Section B as follows) --- Effective January 1, 2017, employees in the classifications of *(add specific classifications currently receiving the prevailing rate)* shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently in use by the United States Department of labor in administering the Davis-Bacon Act.

(iii) (Change the first sentence of Section C as follows) – Effective on July 1 of each year of this Agreement beginning in 2017, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly rates effective on such dates being paid to crafts or job classifications doing similar

¹ References to specific Articles and Sections herein are to the agreement between CTA and Sheet Metal Workers Association, Local 73 for the purposes of convenience. These changes will be made to each Agreement in their corresponding Article or Section as the case may be. It is understood and agreed that all Agreements will be amended in whatever manner necessary to conform to this Memorandum of Agreement and any other tentative agreement between CTA and individual Coalition Unions.

work in Cook County pursuant to the formula specified in Section 2.1B above. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. The Chief Executive officer of the Union shall annually certify to the Chicago Transit Authority the adjustment, if any, to the above referenced hourly wage rates to be made on each July 1 during the term of this Agreement. Upon request, of the Chicago transit authority, the Union shall provide reasonable evidence to support such certification.

(e) Article 2, Section 2.7, Emergency Work: Change Emergency Work, paragraph A, as follows:

A. When an employee is called out for emergency work, he shall be paid no less than a minimum of two (2) hours at ~~the applicable overtime rate of 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. (New language underlined; prior language stuck out).

(f) Article 4, Section 4.13, Random Vacation Days: Change Section 4.13, Random Vacation Days, as follows:

The following procedure will be utilized regarding Random Vacation Days:

1. Those employees who are eligible for two (2) or more complete weeks may elect to pick the second of these weeks on a random day basis.
2. Those employees who are eligible for three (3) or more complete weeks of vacation may elect to pick two of these weeks on a random day basis.
3. Those employees who are eligible for four (4) or more complete weeks of vacation may elect to pick three (3) of these weeks on a random day basis.
4. Those employees who are eligible for five (5) or more complete weeks of vacation may elect to pick four (4) of these weeks on a random day basis.

(Renumber the remaining existing paragraphs 3 through 9 as paragraphs 5 through 11). (New language underlined).

(g) Article 2, Section 2.22, Probationary Period: Add to the existing probationary period language in all agreements the following new language:

During the probationary period, employees shall have no recourse to the grievance procedure concerning disciplinary matters. (New language underlined).

(h) Article I, Section 1.9, Layoff: Amend Section 1.9, Layoff, as follows:

During the term of this Agreement there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, ~~2012~~ 2017 had one (1) or more years of continuous service. (New language underlined; prior language stuck out).

(i) Uniform Allowance: Effective 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. Such credits 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.

(j) Grievance Procedure: add the following language to Article VIII, Section 8.3 of the Agreement –

Step 1: The grievance must be submitted in writing by the Union to Department Manager or designee by delivering a copy to Employee Relations. The grievance must be submitted by the Union within fifteen (15) working days of the occurrence or knowledge of the occurrence giving rise to the grievance. All discipline or notice of investigation shall be issued within twenty-five (25) working days of the date of the incident alleged to be the basis of discipline, unless further investigation is warranted by the Employer. The Department Manager or designee shall investigate the grievance. The Department Manager or designee shall provide a written response to the Union setting forth the basis for the response within fifteen (15) working days of receipt of the grievance. (New language is underlined).

(k) Article 5, Health Care: Amend Article 5, Health Care, as follows:

(i) Except as provided herein, the plan design for the Authority's Health Care in effect as of January 1, 2018 shall be maintained for the life of this Agreement.

(ii) (add the following new paragraphs to Section 5.4(E) of the Agreement):

“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.

“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.”

The CTA will notify the Presidents of the various Coalition Unions prior to the issuance of an RFP for the healthcare plan administrator and discuss the results of the RFP prior to execution of the contract. (New language underlined).

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

(l) Project Labor Agreement (Side letter): Delete the attached side letter regarding Project Labor Agreements. CTA agrees to extend the terms of the MPLA to Unions which are not otherwise signatory to it for the life of this Agreement.

(m) Term of Agreement: Amend Article 9, Section 9.1 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, ~~2012~~ 2017 and shall remain in force until and including December 31, ~~2016~~ 2021, 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, ~~2016~~ 2021 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.

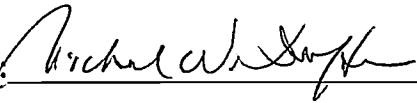
Notwithstanding the foregoing, the Agreement may be reopened if the amended Authority budget submitted pursuant to Section 2.18a of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority.

3. All agreements which are reached with individual Unions in the Coalition in "local" negotiations shall be included in those respective collective bargaining agreements.

4. 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, 2017 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, 2017 and the date of final ratification.

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

CHICAGO TRANSIT AUTHORITY

By: 

Date: 4/2/2019

CRAFT COALITION

By: 

Date: 4/2/2019

[Proposed Side Letter on Health Care Plan Issues]

John Burkhard
IBEW Local 9
18670 Graphics Drive, Suite 200
Tinley Park, Illinois 60477

Re: 2017 CTA-Coalition Negotiations

Dear Mr. Burkhard:

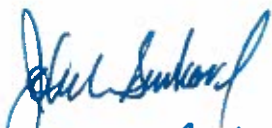
This letter will confirm our understandings and agreements reached during the 2017 contract negotiations between the Chicago Transit Authority ("CTA") and the Coalition on the issue of possible changes to CTA's health care plan design that may result from the CTA's negotiations with Amalgamated Transit Union Locals 241 and 308 on the successor to their 2016-2019 collective bargaining agreement which expires December 31, 2019.

In view of the December 31, 2021 expiration date of the tentative agreements between CTA and the Coalition unions, and given the possibility that an ATU contract settlement reached prior to that time might contain revisions to the CTA's health care plan, CTA wants to avoid having to negotiate and/or administer two different health care plans for an appreciable period of time, contrary to prior collective bargaining agreements and past practice.

For these reasons, we agreed that the Coalition unions will be bound to any changes in the CTA's health care plan which could take effect prior to December 31, 2021. However, the parties further agreed that the Coalition unions will be given a minimum of a 45 day notice prior to any proposed changes to the health care plan design or changes that would increase employee costs, and that upon request by the Coalition the parties would engage in impact bargaining over such changes.

If this letter accurately sets forth our agreement, please initial a copy of this letter and return it to me.

Very truly yours,


John C. Burkhard
Coalition Chairman



By: _____

Michael W. Duffee
Chief Negotiator
Chicago Transit Authority

MEMORANDUM OF UNDERSTANDING

The Chicago Transit Authority ("Employer" or "CTA") and IBEW Local 134 ("Union") hereby agree to the following "local issues" as a part of the new Collective Bargaining Agreement (the "Agreement") to be effective from January 1, 2017 through December 31, 2021:

1. Wages:

- (a) For Escalator Mechanics, starting with "A" Electrician rate plus \$2.00/hour, adjust that rate beginning January 1, 2017 by \$.50/hour every six months as follows --

<u>Effective date</u>	<u>Pay Rate</u>
1/1/2017	"A" Electrician rate plus \$2.50/hour
7/1/2017	"A" Electrician rate plus \$3.00/hour
1/1/2018	"A" Electrician rate plus \$3.50/hour
7/1/2018	"A" Electrician rate plus \$4.00/hour
1/1/2019	"A" Electrician rate plus \$4.50/hour
7/1/2019	"A" Electrician rate plus \$5.00/hour
1/1/2020	"A" Electrician rate plus \$5.50/hour
7/1/2020	"A" Electrician rate plus \$6.00/hour
1/1/2021	"A" Electrician rate plus \$6.50/hour
7/1/2021	"A" Electrician rate plus \$7.00/hour

- (b) For Escalator Inspectors, starting with the current rate of \$33.74/hour, adjust that rate beginning August 3, 2015, by \$1.00/hour every six months as follows --

<u>Effective date</u>	<u>Pay Rate</u>
8/3/15	\$34.74
1/1/16	\$35.74
7/1/16	\$36.74
1/1/2017	\$37.74
7/1/2017	\$38.74
1/1/2018	\$39.74
7/1/2018	\$40.74
1/1/2019	\$41.74
7/1/2019	\$42.74
1/1/2020	\$43.74
7/1/2020	\$44.74
1/1/2021	\$45.74
7/1/2021	\$46.74

The retroactive payment for all hours paid from August 3, 2015 through December 31, 2016 for Escalator Inspectors shall be in the form of a lump-sum, non-pensionable bonus. All retroactive wage increases thereafter shall be pensionable.

2. **Vehicle Control Room.** CTA agrees that upon the occurrence of a vacancy in the Vehicle Control Room and in the event that CTA determines to fill that vacancy, that position will be offered to a member of IBEW Local 134. A vacancy is created through promotion, transfer, reassignment, death or retirement.
3. **New Technologies.** Adopt the attached side letter on training concerning the introduction of new technologies.
4. Escalator Inspectors shall be paid out any accrued but unused compensatory time within 90 days of ratification.

All other provisions of the current IBEW Local 134 Agreement will apply pending application of the terms of any successor contract, together with the provisions of the Coalition tentative agreement.

EXECUTED this 3rd day of April, 2019 by the duly authorized representatives of the Employer and the Union.

CHICAGO TRANSIT AUTHORITY

By: Michael W. Dwyer

IBEW LOCAL 134

By: Robert C. Costa

SIDE LETTER

John Geoghegan
Robert Casto
134, IBEW
2722 S. Martin Luther King Drive,
Chicago, IL 60610

Re: Escalator Mechanics/Escalator Inspectors

Dear John & Bob:

This letter will confirm our understanding and agreement reached during the 2017 local issue contract negotiations between the Chicago Transit Authority ("Employer" or "CTA") and IBEW Local 134 ("Union").

The CTA and IBEW Local 134 agree that effective December 31, 2021 the "crafts or job classifications doing similar work in County" referred to in Section 4.1(B) of the CBA for the **Escalator Mechanics and Escalator Inspectors**, shall be the work of Elevator Constructors. Application of this rate shall not result in any decrease in the hourly rate earned by Escalator Mechanics and/or Escalator Inspectors.

If this letter accurately sets forth our agreement, please execute below.



Local 134, IBEW



Chicago Transit Authority

[Proposed Side Letter on Training]

John Geoghegan
Robert Casto
134, IBEW
2722 S. Martin Luther King Drive,
Chicago, IL 60610

Re: 2017 CTA-IBEW Local 134 Negotiations

Dear John and Bob:

This letter will confirm our understandings and agreements reached during the 2017 local issue contract negotiations between the Chicago Transit Authority and IBEW Local 134 on the issue of training for new technologies.

During these negotiations, the parties had extensive discussions concerning the introduction of new technologies at the Authority over the next several years, especially in connection with the use of hybrid and electric buses. The Union expressed concern that some of these technologies involve the performance of work that it contends is within the jurisdiction of the Union, and that it is concerned that such work be performed by members of the Union rather than members of other labor organizations. We agreed that as such technologies are introduced into our workplace, the Authority will advise the Union of that fact, and will meet and discuss with the Union issues concerning which unions may be assigned aspects of such work, as well as the training for Union members that may be required for the successful performance of such work and how such training should be implemented by the Authority.

If this letter accurately sets forth our agreement, please execute below.



Local 134, IBEW



Chicago Transit Authority

LOCAL 9, IBEW AND CHICAGO TRANSIT AUTHORITY
LOCAL NEGOTIATIONS –TENTATIVE AGREEMENT

LOCAL 9, IBEW AND CHICAGO TRANSIT AUTHORITY
LOCAL NEGOTIATIONS

Manager Power and Way Safety Support

Effective 7.1.17: Shall earn the equivalent wage as individuals holding the job title of
Coordinator, Signal Maintenance

The individual currently holding the position of Manager Power and Way Safety Support has been promoted to "Senior Manager Power and Way Maintenance" with an annual salary of \$120, 770 (\$58.03 hourly rate) effective September 30, 2018.

The current vacancy in the position of Manager Power and Way Safety Support shall be posted within ninety (90) days of ratification

Senior Coordinator, Utility Services

Effective 1.1.16	1.00%
Effective 7.1.16	1.00%
Effective 1.1.17	1.00%
Effective 7.1.17	1.00%
Effective 1.1.18	1.00%
Effective 7.1.18	1.50%
Effective 1.1.19	1.00%
Effective 7.1.19	2.00%
Effective 1.1.20	1.00%
Effective 7.1.20	1.00%
Effective 1.1.21	1.00%
Effective 7.1.21	1.00%

In the event that ATU receives any increases in 2020 and 2021 that are greater than the increases set forth, those same increases shall be provided to the Senior Coordinator, Utility Services.

Engineer IV-Power

Effective 1.1.16	1.00%
Effective 7.1.16	1.00%
Effective 1.1.17	1.00%
Effective 7.1.17	1.00%
Effective 1.1.18	1.00%
Effective 7.1.18	1.50%
Effective 1.1.19	1.00%
Effective 7.1.19	2.00%
Effective 1.1.20	1.00%
Effective 7.1.20	1.00%
Effective 1.1.21	1.00%
Effective 7.1.21	1.00%

In the event ATU receives any increases in 2020 and 2021 that are greater than the increases set forth, those same increases shall be provided to the Engineer IV-Power.


LOCAL 9, BEW


CHICAGO TRANSIT AUTHORITY