

ORDINANCE NO. 019-40

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
(YARDMASTERS)

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 (Yardmasters), 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 (Yardmasters), 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 (Yardmasters).

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

May 8, 2019

May 8, 2019

**MEMORANDUM OF AGREEMENT
YARDMASTERS**

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 26th day of April, 2019 as follows :

1. The CTA and the Union hereby extend the terms of the 2012-2016 Collective Bargaining Agreement covering the Yardmasters 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 changes which resolve all outstanding issues:

(a) Wage Rates: Amend Article 2.1, Section A of the Agreement as follows: revise Section A to provide that the top hourly wage rate for Yardmaster 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.

(b) 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) 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.

(c) Article 11, Section 11, Term of Agreement: amend Article 11 as follows --

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

"This Agreement shall be in force and effect on January 1, 2016 and shall continue in force and effect to and including December 31, 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, 2022, or any anniversary date thereafter by written notice to the other no later than sixty (60) days prior to such anniversary date. . . ."

(d) Work Shoe Allowance (New): add the following new language to the Agreement --

"Beginning January 1, 2019, an employee shall receive a work shoe allowance of one hundred dollars (\$100.00) payable once every two years. The work shoe allowance shall be made available to an eligible employee on the first day of June of the year the allowance is payable.. Notwithstanding the foregoing, the parties may agree to establish a commissary system for employees to assist in the cost of purchasing work shoes. If the parties agree on such a commissary system, the cash payment provided for herein will be discontinued."

(e) Article 3, Section 3.2, Layoff and Recall: amend Section 3.2 as follows --

"The Authority will not layoff of any permanent, full-time bargaining unit employee who as of January 1, 2016 had one (1) or more years of continuous service in the Yardmaster's bargaining unit. (New language underlined).

(f) Article 4, Section 4.3, Overtime: amend Section 4.3 as follows --

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 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.

In order to qualify for overtime on his day off, an employee must have worked his scheduled forty (40) hours during the workweek, except if the employee was absent for funeral leave, vacation, holiday, jury duty, injury on duty or military leave or is an elected or appointed Union official who was absent for CTA-related Union business. (New language underlined).

(g) Article 4, Section 4.4(a) and (b), Assignment of Overtime: amend Sections 4.4(a) and (b) as follows –

- (a) When the need for additional manpower or substitute coverage is known at least twenty-four (24) hours in advance, the Authority will distribute such overtime by means of a rotating overtime distribution list for each job classification, which is established based on job classification seniority. The Authority will initially offer such overtime to employees in sequential order by seniority, first to the Yardmasters assigned to the yard in which the overtime occurs and then to all other qualified Yardmasters. If an employee refuses to work the overtime or is unavailable at the time the work is offered, the Authority shall document his refusal or unavailability on the overtime distribution list and then offer the work to the next employee in sequential order. If no employee accepts the overtime, the Authority may offer the overtime to qualified employees in other bargaining unit job classifications irrespective of any overtime distribution list. If no employee accepts the overtime, the Authority may assign the work to the least senior employee on the overtime distribution list at issue. When the next overtime assignment becomes available, the Authority will begin this process anew by initially offering the work to the employee on the overtime distribution list who follows the employee who last worked an overtime assignment. Overtime distribution lists will be made available to a Union Steward upon his request.
- (b) In all other situations, the Authority shall initially offer the overtime to the employee who is due to be relieved. If the employee refuses to work the overtime, he is only required to remain on the job until his position is filled, unless he is later assigned the overtime as provided herein. The Authority shall then request volunteers from among those employees assigned to the yard and will offer the overtime based on seniority. Thereafter, the overtime will be offered to all other qualified Yardmasters. If no employee volunteers for the assignment, the Authority may assign the overtime in whole or in part to the least

senior employee among those present and may then assign any remainder at its discretion. (New language underlined).

(h) Picks (New): Add the following language --

"The Authority shall offer two picks for assignments each year, to be effective in the months of June and December, which picks shall be posted not later than two (2) weeks before the start of the pick."

- (i) Training for Yard Certification: adopt the attached side letter on training for yard certification.
- (j) Assigned Yards: adopt the attached side letter on staffing and yards assigned to the 134, IBEW bargaining unit.

3. This Agreement is subject to ratification by the Union's 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. Retroactive pay shall be paid to employees within 60 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: Michael A. Smyke

By: Robert A. Cano

Date: 4/30/2019

Date: 4/30/2019

SIDE LETTER

The parties agree that the minimum number of full-time Yardmasters shall be twenty (20), subject to the Authority's statutory right to reduce the workforce. The Parties further agree that on or before January 1, 2018 the Authority shall transition Yardmasters into the yards located at Kimball, Midway, Forest Park, and Harlem. The yards located at Rosemont/O'Hare, 98th, and Howard shall continue to be staffed by Yardmasters.

10.5.17

Dated

For the Union:

John Geoghegan

For the Employer:

Robert W. Duff

[Proposed Side Letter on Yardmaster Training]

Margaret Angelucci, Esq.
Asher, Gittler & D'Alba
200 W. Jackson Blvd
Suite 1900
Chicago, Illinois

Re: 2017 CTA-IBEW Local 134 Yardmaster Negotiations

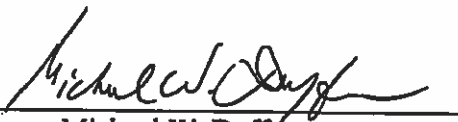
Dear Ms. Angelucci:

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

During these negotiations, the parties agreed that a Yardmaster who picks a yard at which they were not previously qualified shall be provided training for that yard after their transfer. At the time such training is given, any other Yardmaster interested in becoming qualified for that particular yard will also be given the opportunity to receive the same training. At any other time, should three (3) or more Yardmasters request training for any particular yard, they will receive the requested training within 90 days of the request.

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

Very truly yours,

By: 
Michael W. Duffee
Chief Negotiator
Chicago Transit Authority



55 East Monroe Street
37th Floor
Chicago, IL 60603

312 346 7500 main
312 580 2201 fax
thompsoncoburn.com

[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:

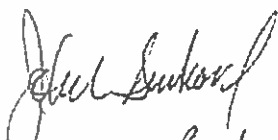
This letter will confirm our understandings and agreements reached during the 2017 contract negotiations between the Chicago Transit Authority ("CTA") and the Coalition on the issue of possible changes to CTA's health care plan design that may result from the CTA's negotiations with Amalgamated Transit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

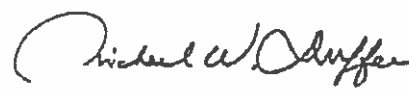
In view of the December 31, 2021 expiration date of the tentative agreements between CTA and the Coalition unions, and given the possibility that an ATU contract settlement reached prior to that time might contain revisions to the CTA's health care plan, CTA wants to avoid having to negotiate and/or 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