

ORDINANCE NO. 019-41

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 (RAIL JANITOR  
COORDINATORS)

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 (Rail Janitor Coordinators), 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 August 15, 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 (Rail Janitor Coordinators), with a term of August 15, 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 (Rail Janitor Coordinators).

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  
RAIL JANITOR COORDINATORS**

This Agreement, made by and between the Chicago Transit Authority ("CTA" or the "Authority") and Local 134 IBEW (the "Union") this 30<sup>th</sup> day of April, 2019 as follows:

1. Term of Agreement: The CTA and the Unions agree that the term of the collective bargaining agreement (the "Agreement") shall be effective between August 10, 2016 through 11:59 p.m. December 31, 2021.

2. Wages:

(a) Base Rate. All covered employees shall be paid at the regular rate of \$32.00/hour effective as of July 1, 2018. The two individuals that are currently receiving hourly rates in excess of \$32.00/hour ((\$32.24/hour and \$34.37/hour respectively) shall nevertheless receive the same across the board percentage increases set forth below.

(b) Wage Increase. Subject to Section 2(a) above, all employees shall receive the following wage increases effective as of the dates specified: 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 for those same time periods, the Authority will pay the greater amount for each such period. Any increase to base rate shall be applied first, and the percentage increases applied thereafter

(c) Additional Wage Payment. All employees shall receive a lump sum non-pensionable payment of \$4,000.00, which is intended to relate to the period between August 10, 2016 and June 30, 2018.

3. Health Care: adopt the health care provisions set forth in the Wage and Working Conditions Agreement between the CTA and IBEW-134 (Electricians) --

(a) Add the following as a side letter:

The Wages and Working Conditions Agreement between the CTA and IBEW-134 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.

(b) 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 term of the Agreement.

4. Language Provisions: the terms of this Agreement covering Rail Janitor Coordinators will be a "stand alone" unit but it shall mirror the terms of the Local 134 IBEW Coalition Agreement in all relevant terms except as follows --

(a) Overnight Differential: Effective with the first pick after the ratification of this Agreement, the Rail Janitor Coordinator(s) working overnight who supervises the Mobile Wash Leader shall receive a \$2.80/hour pay differential

(b) Shift Bidding: "Employees shall be assigned to one of three shifts, the days and starting times of which shall be set by the Authority from time to time. Each shift shall be for five (5) consecutive days with eight (8) hours worked each day with two (2) days off. In the event the Authority shall determine to change an employee's work schedule, including start times and work days, the employee and the Union shall receive not less than two (2) calendar weeks advance notice of such change.

"In assigning employees to shifts, the Authority will first solicit volunteers by seniority, and should an insufficient number of employees agree to select such shifts, the Authority shall then assign employees to such shifts by reverse order of seniority. Shifts shall be subject to re-bid on an annual basis, provided that should the Authority have the need to temporarily reassign an employee to cover a shift made vacant by illness or scheduled vacation of another employee, it may do so by first soliciting volunteers for reassignment, and then reassigning employees by reverse order of seniority. However, such temporary transfer shall not be longer than two (2) calendar weeks. It is understood that the Authority retains the right to make work assignments to employees on a particular shift in its discretion."

(c) Performance Standards: In the event, the Authority establishes performance standards for Employees covered by this Agreement, such standards shall be reasonable and subject to the grievance procedure.

(d) Vacation Benefits: vacation benefits shall be those set forth in AP 1001 (as effective January 1, 2017).

(e) Sick Benefits: sick benefits shall be those set forth in AP 1009 (as effective January 1, 2012).

(f) Acting Up: employees assigned by management to a higher rates position will receive the rate for that position for all hours worked.

(g) Overtime: all hours over 8 per day, 40 per week, and Saturdays are paid at time and one half. Sundays and holiday work are paid at double time.

5. Within thirty (30) days after ratification by the Rail Janitor Coordinators and the Authority, the parties shall jointly file a Unit Clarification petition (or any other necessary filings) with the Illinois Local Labor Relations Board to certify Local 134, IBEW as the representative in a bargaining unit comprised solely of RJC's.

6. The Authority agrees that it shall not make any attempt to decertify the Rail Janitor Coordinators based on any statutory exclusion under the IPLRA, nor shall it make any attempt to classify these employees as exempt under the FLSA.

7. This Agreement is subject to ratification by the Union's membership in accordance with its 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.

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

CHICAGO TRANSIT AUTHORITY

IBEW LOCAL 134

By: Michael W. Dwyer

By: Robert A. Cook

Date: 4/30/2019

Date: 4/30/2019



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:

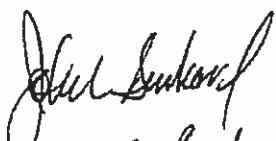
This letter will confirm our understandings and agreements reached during the 2017 contract negotiations between the Chicago Transit Authority ("CTA") and the Coalition on the issue of possible changes to CTA's health care plan design that may result from the CTA's negotiations with Amalgamated Transit 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