

## TENTATIVE AGREEMENT

This Agreement, made by and between the Chicago Transit Authority ("CTA" or the "Authority") and Teamsters Local 700 (the "Union") this \_\_\_\_ day of \_\_\_\_\_, 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, 2021.
2. The changes contained in this Agreement are subject to ratification by the CTA and the Union. The changes contained in this Agreement are effective upon ratification. The CTA and Union will incorporate these changes into a new collective bargaining agreement after ratification.
3. The CTA and the Union hereby adopt the following changes to resolve all outstanding issues as herein provided:

A. **Term of Agreement.** All of the terms of the current Collective Bargaining Agreement dated January 1, 2012 through December 31, 2016, except as modified by this proposal, shall be extended for a period of five (5) years, to and including 11:59 p.m., December 31, 2021. All changes referred to in this proposal shall take effect as of the date of ratification of the Agreement except as provided herein.

B. **Economics.**

1. **Article 2, Section 2.1, Wage Rates:** amend Section 2.1 as follows:

B. Effective January 1, ~~2012~~ 2017 employees in the classifications of Supervisory Chauffeur, Service Truck Chauffeur, and Ironworker Helper 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.

C. (1) Effective on July 1 of each year of this Agreement beginning in ~~2012~~ 2017, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications listed in the attached wage schedule doing similar 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. Except as provided in Section 2.1 B above the Employer will not adjust said wage rates more than one time in any calendar year. 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.

(2) The Chicago Transit Authority will designate its vehicles according to the Class for the prevailing rates applicable under the formula specified in Section 2.1B above, and as adjusted from time to time as provided in Section 2.1C(1) above. Employees who pick such vehicles under Article IV, Section 4.2 of this Agreement will receive the applicable prevailing wage rate for that Class of vehicle for the period of that pick. A list of all vehicles currently maintained and classified by the Employer is attached to this Agreement as Exhibit A. In the event that the Employer obtains additional equipment not on this list and there is a dispute as to the proper Class for such vehicle, the parties will resolve that issue under the grievance procedure. (New language underlined; deleted language struck through).

2. **Wage Schedule:** Add the following prevailing wage schedule to the Agreement:

Class	Eff. 1/1/2017	Eff. 7/1/2017	Eff. 7/1/2018	Eff. 7/1/2019	Eff. 7/1/2020	Eff. 7/1/2021
Class 1 (2 or 3 axle trucks)	\$35.60	\$35.60	\$36.45	TBD	TBD	TBD
Class 2 (4 axle tucks)	\$35.85	\$35.85	\$36.70	TBD	TBD	TBD
Class 3 (5 axle trucks)	\$36.05	\$36.05	\$36.90	TBD	TBD	TBD
Class 4 (6 axle trucks)	\$36.25	\$36.25	\$37.10	TBD	TBD	TBD

Additional 20 cents per axle for all vehicles with more than six (6) axles.

3. **Additional Wage Payments:**

(a) Supervisory chauffeur rate shall be the Class 4 rate.

(b) Effective upon ratification of this Agreement, an additional \$6.00/hour premium over the Class 4 rate on all hours worked shall be paid to employees who operate Cranes, provided that they receive certification as qualified to operate such equipment from a recognized third party training source. In addition, effective upon ratification of this Agreement, an additional \$2.50/hour premium over the Class 4 rate on all hours worked shall be paid to employees who operate heavy equipment, provided that they receive certification either from a recognized third party training source or from the Authority as qualified to operate such equipment. Notwithstanding any other provision in this Agreement to the contrary, employees operating such equipment shall not be eligible

to receive any pay rate other than that provided for in this paragraph. Both of these premiums shall be paid under the provisions of Article II, Section 2.21 herein.

(c) Adopt the attached new shift for K-202. Persons who pick this shift shall receive \$3.00/hour over the supervisory chauffeur rate. The K-202 schedule is attached as Exhibit B.

(d) **Signing Bonus:** The Authority agrees to pay the sum of \$2,000.00 per employee to all employees who are on the payroll as of the date of ratification of this Agreement. In exchange for this payment, the parties agree that the two SWAP program vans will no longer be exclusively operated by members of the bargaining unit, and the Authority shall have the right to assign other non-unit personnel to operate these vehicles. Nothing contained herein shall prohibit the CTA from assigning members of the bargaining unit to operate SWAP program vans. (New language underlined).

(e) **Non-CDL Drivers:** Non-CDL Drivers who are paid at a wage rate of 73% of the Class 1 prevailing rate may operate any truck, van or automobile that does not require a CDL license. No current employees covered by this Agreement shall suffer a wage reduction to the Non-CDL rate unless prevailing rate positions are available, and the employee voluntarily chooses to drive a vehicle that does not require a CDL license. (New language underlined).

### C. **Health Care.**

1. **Article VI, Insurance and Sickness Benefits:** amend Article VI by adding the following language in a side letter as follows --

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.

(c) The CTA will notify the President of the Union 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).

2. Adopt the Authority's proposal on the Employee Substance Abuse Assistance Program. The Authorities Substance Abuse Assistance Program is attached as Exhibit C.

3. Adopt side letter on Health Care “me-too” with ATU as attached. The parties agree and understand that the health care premium payment provisions in paragraph 1 of this section shall be implemented retroactively to January 1, 2019. The Health Care “me-too” is attached as Exhibit D.

**D. Language Changes.**

1. **Article I, Section 1.6:** change references to “Local 726” to “the Union” and “Secretary-Treasurer” to “President.”

2. **Article I, Section 1.7, Equal Employment Opportunity:** amend Section 1.7 as follows –

The Union and the Authority agree that there shall be no discrimination in hiring, promotions, or other aspects of employment because of race, color, creed, national origin, age, or sex, or any other protected status in violation of federal, state or local law. (New language underlined).

2. **Article I, Section 1.9, Layoff:** amend Section 1.9 as follows –

During the term of the agreement, there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, ~~2007~~ 2017 had one or more years of continuous service. (New language underlined; deleted language struck through).

4. **Article I, Section 1.10:** include Local 700 in labor management committee meetings with Coalition representatives.

5. **Article II, Section 2.2, Progression Rates:** Authority agrees to delete all progression rates except for paragraph F for employees hired on or after January 1, 1997.

6. **Article II, Section 2.7, Overtime:** delete Side Letter No. 7, incorporate Side Letter No. 7 into Section 2.7 and amend Article II, Section 2.7 as follows –

The employees in this unit, included in the classifications of Service Truck Chauffeur, Ironworker Helper and Heavy Duty Equipment Operator, shall receive and be paid time and one-half (1 ½) the straight time hourly rate for all time worked in excess of eight (8) hours per day, excluding the one-half (1/2) hour off for lunch, in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, and shall receive and be paid time and one-half (1 ½) the straight time hourly rate for work performed on days outside of the employee's regular work week.

The employees in this unit included in the classifications of Supervisory Chauffeur, Emergency Service Chauffeur, and Emergency Service Helper shall receive and be paid time and one-half (1 ½) the straight time hourly rate for all time worked in excess of eight (8) hours per day, including lunch time, in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, except when changeover is made, only straight time shall be paid for the second eight (8) hours; and

shall receive and be paid time and one-half (1 ½) the straight time hourly rate for work performed on days outside of the employee's regular work week.

In order to qualify for overtime for his/her day off, an employee must have worked his/her scheduled forty (40) hours during the work week except if the employee is absent for funeral leave, vacation, holiday, jury duty, injury on duty, military leave or an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated.

The practice of overtime on picked trucks will be as follows: An employee who has picked a truck will receive the first opportunity to work overtime hours on occasions when the picked truck is assigned, provided that the employee is not on vacation or holiday or otherwise is not available for work.

*Over-time will be offered first to individuals that picked the truck scheduled to work over-time.*

*All scheduled weekend overtime work required to be filled (except for emergency work that is requested after noon on Thursday) will be placed in an assignment pool. The top person on the rotating overtime list will have their choice from the assignment pool.*

After an employee has worked four (4) hours of overtime, he/she shall be rotated to the bottom of the rotating overtime list. If an employee works less than four (4) hours he/she shall remain at the top of the overtime list, but will rotate to the bottom of the overtime list after the next overtime offer. In the event that the top person on the rotating overtime list refuses overtime, that person shall be rotated to the bottom of the list.

*After all jobs are filled, the weekend work assignment list will be posted no later than 2:00 3:30 p.m. on Friday.*

*The Union agreed that they would not accept grievances relative to overtime work requested after noon on Thursday.*

*Assigned Supervisory Chauffeurs (K-202's) shall have a separate over-time list and will only work K-202 over-time. Assigned Supervisory Chauffeurs (K-202's) are not eligible to drive CTA snowplows except in situations where the Authority has work available after exhausting the 'snow list'.*

*Iron Worker Helpers shall be allowed to pick in the mid-year pick and shall remain in their picked Iron Worker Helper position for one year, until the next mid-year pick. (Current Side Letter language italicized)*

~~See also, Exhibit A, which contains a Letter of Agreement dated March 21, 1997 and which provides additional provisions concerning overtime.~~

The terms and conditions of bargaining unit members shall be adjusted as follows:

A. All Saturday overtime shall be paid at time and one-half (1 ½) in lieu of double time. Double time shall be paid on the seventh consecutive day. All other time, Me Too clause applies.

B. All employees hired prior to January 1, 2002 will be required at the option of the Authority with thirty (30) days written notice given to the Union and the Employee to work three (3) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday work week at straight time with two (2) consecutive days off.

C. All employees hired on or after January 1, 2002 will be required at the option of the Authority with thirty (30) days written notice given to the Union and Employee to work six (6) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday work week at straight time with two (2) consecutive days off. (New language underlined; deleted language struck through).

7. **Article II, Section 2.8, Additional Overtime Provisions:** change references from Local "726 to "700" and delete Side Letters 3 and 5, and incorporate text into Section 2.8.

8. **Article II, Section 2.9, Emergency Work:** amend the first paragraph of Article II, Section 2.9 as follows –

Any employee covered by this Agreement who is called out to perform emergency work on account of inclement weather, fires, flooded subways and other disruptions of service during hours he is not scheduled to work, shall be paid at the rate of ~~time and one-half the straight time~~ double his regular permanent classified hourly rate from the time that he is called out to the time he is released, with a minimum of ~~the equivalent of four (4)~~ two (2) hours ~~pay at straight time~~, except when the emergency extends into his scheduled work day period. When such emergency work extends into his scheduled work day period and pays less than eight (8) hours' pay, he shall be permitted to work his full scheduled work period at the rate of straight time. (New language underlined; deleted language struck through).

9. **Article II, Section 2.21, Instruction and Instruction Pay:**

(i) Change the existing second paragraph of Article II, Section 2.21 as follows –

There shall be one designated picked position A bargaining unit employee, other than a Supervisory Chauffeur which employee shall be assigned to instruct employees breaks in or instruct employees shall receive \$2.00 for instructing employees for four (4) hours or less in one day and \$4.00 for instructing employees for more than four (4) hours in one day. The maximum instructional compensation for any one day shall be \$4.00 and which shall be paid a \$3.00/hour premium for all hours worked spent in such instruction. The person who picks this position must be qualified to instruct on all phases of work

including third party endorsements. (New language underlined; deleted language struck through).

(ii) Delete Side Letter No. 8 and add the following language to Article II, Section 2.21 –

#### CRANE TRAINING PROGRAM

The Authority will continue to run Crane Training Programs from time to time as the need arises in an effort to establish a pool of qualified crane operators. A training class shall be conducted when the pool drops to six (6).

The Authority agrees to offer training once per contract year as required in order to maintain a qualified pool, which training shall be conducted by an outside third party organization that can certify trainees as qualified to operate such equipment at the conclusion of the training. Employees that sign up for training, drop out of training, fail the written test twice or otherwise refuse to perform work as a crane operator shall be ineligible to sign up for training for the duration of the contract. As a condition of entry into the training program, employees who participate in the training program shall agree in writing to reimburse the Authority for the cost of such training as set forth more fully below.

The programs will be offered in seniority order, to employee members of Local 700 who have 20 25 years or less seniority at the time that it is offered. Entry into the training program will require that an individual pass an aptitude exam, a physical examination given by the CTA, and have an acceptable work record.

After completion of the training program, employees must successfully complete a written test including, but not limited to, the following: Hand Signals; Multiple Choice questions covering Safety, Operational and Inspection issues; and questions concerning Generic Load Charts. Following successful completion of the program and required tests, all crane operators must operate a crane for 80 hours (or as required by law) with a certified crane operator before they can receive certification and operate on his/her own.

Employees who wish to participate in the training program shall execute an agreement setting forth the obligation to reimburse the Authority for such training through specific agreed upon payroll deductions. Following successful completion of the training program and certification of the employee as qualified to operate a crane, the employee shall begin receiving a premium of \$6.00 per hour for all hours worked as a crane operator as set forth in Article 2, Section 2.1 above. At that time, the Authority will commence the payroll deduction for the cost of the training program. If an employee resigns from the Authority prior to fully reimbursing the Authority for the cost of the crane training program, the Authority shall have the right to take action against the employee for such reimbursement. Notwithstanding the foregoing, all employees who have previously been certified by the Authority as crane operators shall be eligible to receive the full \$6.00 per hour crane premium for all hours worked as crane operators without reimbursing the Authority for the cost of their training as provided herein.

The CTA will maintain a list of qualified crane operators. Said crane operators will be required to pass a physical examination, have an acceptable work record and pass a written test in order to requalify as a crane operator.

Should any one of the individuals on the qualified list fail the written test, he will be allowed to participate in the training program and retake the written test at the completion of the program.

Employees will be required to requalify every three (3) years or as required by law. The Requalification process will consist of a physical, work record review and a written test. All aspects of the Requalification process must be completed in order to maintain the crane qualification. (New language underlined; deleted language struck through).

### HEAVY EQUIPMENT TRAINING

The CTA may from time to time provide specific training to employees for the operation of certain heavy equipment. Either upon completion of such training, or if an employee receives certification from a recognized third party training source as being qualified to operate such equipment, the employee will be eligible to receive the additional premium set forth in Article 2, Section 2.1 above for all hours worked in operating such equipment. (New language underlined).

10. **Article 2, Section 2.23, Iron Worker Helper Premium:** Eliminate Section 2.23.

11. **Article II, Section 2.24:** change reference to "Local 726" to "the Union."

12. **Article IV, Section 4.7:** change reference to "Local 726" to "the Union."

13. **Article IV, Section 4.8, Breaking Seniority:** amend Article IV, Section 4.8, paragraph (b) as follows –

Seniority shall be deemed to have been broken for the following reasons:

\* \* \* \* \*

(b) If the employee is discharged for just cause and not reinstated. (New language underlined).

14. **Article V, Section 5.10, Allowance in Lieu of Earned Vacation, Termination of Employment or Sickness:** amend Article V, Section 5.10 as follows –

In the event an employee leaves the service of the Authority before receiving this vacation, the employee shall be paid all vacation allowances, including any pro-rated portion, based on the number of days actually worked during the current calendar year;



however, an employee discharged for cause shall be ineligible for any pro-rata vacation allowance. An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation. This provision for the payment of the vacation allowance shall also apply to the employee who is eligible for a vacation, but becomes sick and cannot, therefore, take his vacation when it is scheduled to be taken. However, no vacation pay allowance will be paid to an employee while said employee is receiving any form of sick benefit, except when the vacation period in question coincides with the last 1, 2, 3, 4, 5, or 6 weeks, as the case may be, in the VPY available to the employee for vacation purposes, but this provision shall not operate to deprive any employee of the right to an earned vacation during the VPY after sick benefits cease. (New language underlined).

15. **Article V, Section 5.13, Random Vacation Days:** amend Article V, Section 5.13 as follows –

~~All employees covered by this Agreement who have earned or are eligible for a vacation allowance of two (2) or more weeks on June 1st of the VPY may, with the consent of their immediate supervisor, be granted five (5) random days for personal reasons during a VPY. All such days off shall be deducted from one (1) week of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select five (5) random days of vacation at the time he selects his regular vacation period.~~

~~All employees who have earned and are eligible for a vacation allowance of three (3) or more weeks on June 1st of the Vacation Plan Year may, with the consent of their immediate supervisor, be granted ten (10) random days for personal reasons during a Vacation Plan Year. All such days off shall be deducted from two (2) weeks of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select ten (10) random days of vacation at the time he selects his regular vacation period. Random days may be selected at a later time on a first come, first served basis, provided that forty eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.~~

"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.

5. The Authority will establish quotas in accordance with manpower availability and past practice.

6. The option to select one or two week of vacation as random vacation days must be declared at the time of the regular vacation pick. Random days may be selected at a later time on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.

7. Once selected, random days may not be changed without permission of the Authority.

8. All unused random vacation days of the VPY must be selected by April 15th and used prior to May 31st.

9. Random days may not accumulate into the next VPY.

10. Those random days not taken by the end of the VPY will be lost to the affected employee.

11. Random days will take precedence over an employee's request for a day off. An employee who takes a requested day off will have such day charged against any random vacation days or floating holidays he may have remaining." (New language underlined; prior language struck through).

**16. Article V, Section 5.16, Vacation Period Conflict:** amend Article V, Section 5.15 as follows –

When a holiday falls within a vacation period, the employee ~~must~~ can choose to take the holiday either on the Friday (or the last scheduled work day) before the vacation or on the Monday (or the first scheduled work day) after the vacation. In the event of a floating holiday, the employee must take the holiday within thirty (30) days prior to or after the holiday. (New language underlined; deleted language struck through).

**17. (New) Miscellaneous Provisions:** add the following provisions on overweight equipment, and tarps –

(a). Overweight Equipment. In the event that an employee is assigned to operate equipment which is over the legal weight limit, the Authority will assume the responsibility for the payment of any resulting traffic citation that is issued to the driver for operating a vehicle which exceeds the authorized weight limit for a road or a bridge. Notwithstanding the foregoing, if the employee is directed in writing by his or her supervisor to follow a route which does not subject the vehicle to overweight road limits

and fails to follow that route, the Authority shall have no responsibility for payment of any traffic citation which may be issued to that driver.

In the event that a driver is unable to follow the assigned route because of road or traffic conditions or other obstacles, the driver shall pull over to a safe location and cease operation until an alternate route is given in accordance with the preceding. (New language underlined).

(b). Tarps. The Authority will furnish hand or automatic crank tarps when tarps may be legally required for loads that are to be hauled by unit employees. If the Authority fails to provide the required tarps, and an employee is issued a traffic citation for not using a tarp, the Authority will assume responsibility for the payment of that traffic citation. Should an employee fail to use such a tarp that is supplied by the Authority, then the Authority shall not assume any responsibility for the payment of a resulting traffic citation." (New language underlined).

18. (New) Add the following new language:

Written notices of all new departmental job postings (including positions outside of the bargaining unit) shall be provided to all Union stewards and the Union business agent at the time of posting. (New language underlined).

19. **Attachment A, Fair Share:** delete Attachment A in view of Supreme Court's Janus ruling. Delete Article I, Section 1.2.

20. **Project Labor Agreement Side Letter:** delete the Project Agreement Side Letter.

21. **Side Letters 3, 5, 6 and 8:**

(a) Delete Side Letters 3, 5 and 8 and incorporate their text into contract.

(b) Delete Side Letter 6.

22. **Training Fund:** The parties agree to meet and confer regarding participation in the Teamsters Joint Council No. 25 Training Fund within six (6) months of ratification of this Agreement.

E. **Ratification and Implementation** 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, 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**

**TEAMSTERS LOCAL 700**

By: \_\_\_\_\_

By: Michael H. Melne

Date: \_\_\_\_\_

Date: 3/21/2019

By: Vunt F. Tend Jr

Date: 3/21/2019

CTA: \_\_\_\_\_

UN: 