

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CTA AND THE UNION  
REGARDING CIVIL, STRUCTURAL AND TRACK  
ENGINEERS**

This Memorandum of Agreement ("Agreement") is made and entered into as of the dates set forth below by and between the Chicago Transit Authority (the "CTA" or "Authority") and the International Association of Machinists and Aerospace Workers District #8 (the "Union").

**WHEREAS:**

On May 30, 2012, the Illinois Labor Relations Board, in Case No. L-RC-12-015, issued a Certification of Representative, which certified the Union as the bargaining representative of the civil, structural and track engineers employed by CTA (collectively, the "Engineers"); and

The parties have been engaged in ongoing negotiations to reach agreement on the wages and working conditions of the Engineers; and

The parties desire to memorialize the agreements they reached in regards to the Engineers.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises exchanged herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ENGINEERS BARGAINED FOR. CTA recognizes the Union as the sole and exclusive bargaining agent for the Engineers.

2. REFERENCE TO MACHINISTS' CONTRACT. CTA and the Union are signatories to a Wage and Working Conditions Agreement effective January 1, 2007 through December 31, 2011, as extended and modified by a Memorandum of Agreement by and between the CTA and the Craft Coalition of Trade Unions dated October 25, 2012 (the "Machinists' Contract"). This Agreement adopts certain provisions of the Machinists' Contract, however, the parties agree that the bargaining unit of Engineers covered by this Agreement is not part of the Craft Coalition of Trades Unions.

3. TERM OF AGREEMENT. This Agreement shall take effect on the date of final ratification by both parties and shall remain in force and effect through December 31, 2016.

4. NEW BARGAINING UNIT POSITIONS.

a. New Positions. Four new bargaining unit positions known as Coordinator-Civil Engineering, Coordinator-Structure Engineering, Coordinator-Structure Maintenance, and Coordinator-Track Maintenance are hereby created. CTA recognizes the Union as the exclusive

bargaining agent for these positions under this Agreement. The parties understand that the approval of the Illinois Labor Relations Board is required for inclusions of these new positions within the bargaining unit and agree that they will work together to obtain the requisite approval.

b. Inclusion In New Positions. Subject to the foregoing paragraph, the CTA employees designated in Exhibit 1 shall be assigned the new positions designated therein.

c. Progression. Progression is applicable only to the positions designated in Exhibit 1 pursuant to the terms set forth therein.

5. WAGES.

a. The wage rates for Engineers and the new Coordinator classifications are set forth in Exhibit 2.

b. The wage rate adjustments for Engineers (including those whose titles and positions will be changed to Coordinators) are set forth in Exhibit 3. The adjustments shall be made effective within three full payroll periods following final ratification of this Agreement by both parties.

c. CTA agrees to retroactively pay the employees listed in Exhibit 3 at the designated level and progression retroactive to June 1, 2012. Such retroactive pay shall be paid within four full payroll periods following the final ratification of this Agreement by both parties.

d. All wages for employees covered by this Agreement will be increased as follows:

1-1-14	1.75%	1-1-15	1.75%
7-1-14	1.25%	7-1-15	1.75%

6. ACCEPTING POSITION OUTSIDE OF BARGAINING UNIT. If a bargaining unit employee accepts a position outside of the bargaining unit and decides to return to the bargaining unit, provided that a position is available in the unit and upon approval by the CTA, the employee will reestablish seniority for layoff purposes only as if the employee were a new hire. All other bargained benefits will remain unchanged.

7. SENIORITY. Seniority shall be based solely on the employee's years of service in the employee's position and department only. The Civil, Structure and Track Sections shall not be considered a single entity and seniority will be specific to a particular Section only.

8. OVERTIME. Adopt Article 2.6 of the Machinists' Contract.

Adding the following language:

c. Employees who work on any of the holidays designated in Section 3.3 of Administrative Procedure #1003 – Holidays and Personal Days, effective date 6/1/13, shall be paid double time for all hours worked on such holidays.

9. EMERGENCY WORK. Adopt Article 2.7 of the Machinists' Contract.

10. HOURS OF WORK. Infrastructure Engineering Department: For employees of the Infrastructure Engineering Department the hours of the regular work day shall from 0800-1630 hours with one-half (1/2) hour for an unpaid lunch and the regular work week shall be from Monday through Friday, inclusive. Time and one-half (1½) shall be paid for all time worked outside the regular hours of the work day or work weeks. Power & Way Maintenance Department: For employees of the Power & Way Maintenance Department, the hours of the regular work day shall be from 0700-1530 hours with one-half (1/2) hour for an unpaid lunch and the regular work week shall be from Monday through Friday, inclusive. Time and one-half (1½) shall be paid for all time worked outside the regular hours of the work day or work weeks.

11. NO ON-CALL STATUS. Engineers I, II, III and IV and Coordinators will not be required to be on-call or standby.

12. LAYOFF.

a. Adopt Article 1.9 of the Machinists' Contract.

b. Any reduction in the number of employees holding positions subject to this Agreement shall be in accordance with the Metropolitan Transit Authority, 70 Ill. Comp. Stat. 3605/28, so that when the number of employees holding positions of regular employment within a particular job title and job schedule number are reduced, those employees with the least company seniority in that job title and job schedule number shall be first released from regular employment service.

13. RETURN TO FORMER CLASSIFICATION. Adopt Article 1.11 of the Machinists' Contract. CTA agrees that any decisions it may make with respect to an employee's return to the employee's former classification will not be arbitrary.

14. VACATION BENEFITS. Adopt CTA Administrative Procedure 1001, effective 6/1/13.

15. NON-WORK RELATED INJURY OR ILLNESS. Effective January 1, 2014, adopt Article 5.3 of the Machinists' Contract. Through December 31, 2013, employees shall remain covered by Administrative Procedure #1009 (Non-Work Related Injury or Illness for Non-Bargained Employees). Employees shall not be compensated for any unused accrued sick leave.

16. HOLIDAYS AND PERSONAL DAYS. Adopt CTA Administrative Procedure 1003, effective 6/1/13.

17. COMPENSATORY TIME. Accrued compensatory time will be paid within 60 days of final ratification of this Agreement by both parties.

18. EXPANDED LUNCH PERIOD OPTION. The parties agree to meet in good faith to negotiate a mutually acceptable memorandum of understanding regarding lunch period options.

19. UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY. Adopt Articles 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, and 1.8 of the Machinists' Contract.

20. WORKING RULES. Adopt Articles 2.16, 2.17, 2.18, 2.19, 2.20, 2.21, 2.23 and 2.25 of the Machinists' Contract.

21. INSURANCE AND SICKNESS BENEFITS. Adopt the CTA's Health Care Proposal as agreed to by the Amalgamated Transit Union, Locals 241 and 308, and the Craft Coalition of Trades Unions, to be effective January 1, 2014.

22. NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS. Adopt Article VIII of the Machinists' Contract.

23. TERM OF AGREEMENT. Adopt Article IX of the Machinists' Contract, amending the first sentence of Article 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 on the date of final ratification by both parties, and shall remain in force until and including December 31, 2016, 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, or sixty (60) days prior to December 31 of any subsequent contract year, requesting that the Agreement be amended or canceled.


24. RATIFICATION. 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 such ratification. All changes to wages and benefits shall take effect on the date of final ratification by both parties unless otherwise provided in this Agreement.

In witness whereof, the parties have affixed their signatures below by their authorized representatives.

CHICAGO TRANSIT AUTHORITY

I.A.M., DISTRICT #8

By: 

By: 

Its: \_\_\_\_\_

Its: DBR

Dated: \_\_\_\_\_

Dated: 9-5-13

**Civil/Track/Structure Engineers District 8 Negotiations**  
**CTA Progression Revised Proposal**  
August 15, 2013

Two positions will be included in the recognition of the bargaining unit; the Coordinator, Civil Engineering and the Coordinator, Structure Engineering.

Two new titles will be created; Coordinator, Structure Maintenance and Coordinator, Track Maintenance. These titles will be recognized as being part of the bargaining unit. The following employees will be retitled into these new titles:

Scott Brown- Coordinator, Track Maintenance  
Jason Miller- Coordinator, Track Maintenance  
Hector Maisonet- Coordinator, Track Maintenance  
Carmen Amella- Coordinator, Track Maintenance  
Colleen Zinck- Coordinator, Track Maintenance  
David Ellsworth- Coordinator, Structure Maintenance  
Sam Muharram- Coordinator, Structure Maintenance  
Juan Garcilazo- Coordinator, Structure Maintenance  
Giezi Licardie- Coordinator, Structure Maintenance

**Progression**

Progression is only applicable to the positions of Engineer I- Civil/Structure, Engineer II- Civil/Structure and Engineer III- Civil/Structure and Engineer IV- Civil/Structure. Coordinator, Track Maintenance, Coordinator, Structure Maintenance; Coordinator, Civil Engineering; and Coordinator, Structure Engineering, are excluded from the progression. Progression is only available for entity to entity promotions i.e. civil to civil, structure to structure. Promotions into these positions will only be made when vacancies are available and at the Authority's discretion.

Employees are not entitled to "picks" under the Agreement for assignments and shift selection. Management shall have the right to assign work at its discretion among classifications.

**Time Requirement**

Employees will be eligible to test for a progression to the next level after completing the following time requirement.

1. Engineer II- Civil/Structure - Two Years' Service as an Engineer I- Civil/Structure
2. Engineer III- Civil/Structure - Three Years' Service as an Engineer II- Civil/Structure
3. Engineer IV- Civil/Structure- Four Years' Service as an Engineer III- Civil/Structure

**Candidate List- Work Record Review**

A 12 month rolling record review will be conducted for any eligible party. The following criteria will be used regarding record review:



- No Suspensions
- No AWOLs
- No Corrective Case Interviews
- No Final Written Warnings
- No Safety Violations (24 months)
- No Chargeable complaints
- No Chargeable Injuries On Duty
- No Chargeable Accidents
- No more than 2 instances of absence (i.e., unexcused absence, sick book entry, injury off duty)
- No more than 2 instances of Other Time Off
- No more than 2 misses/tardy
- No more than 2 non-safety related violations (i.e., behavioral, procedural or performance)

Any employee failing to pass the record review will not be reconsidered to test for progression to the next level until a full 12 month period has elapsed. At which time, a 12 month rolling record review will be conducted again for that eligible party.

### **Testing**

Once a candidate has met the time requirement and passed the record review, they will be eligible to test for the position. The test will be developed by management and will be specific for each position. It will be altered each time it is given and will reflect the duties and responsibilities that a candidate will be expected to be capable of handling if promoted. These tests may consist of practical, written and oral questions. A passing score will be 70%.

Position Title	1st 12 Months		2nd 12 Months		3rd 12 Months		4th 12 Months		Thereafter	
	65%		70%		80%		85%		100%	
Engineer I - Civil	\$ 41,730	\$ 20,06	\$ 44,940	\$ 21,61	\$ 51,360	\$ 24,69	\$ 54,570	\$ 26,24	\$ 64,200	\$ 30,87
Engineer II - Civil	\$ 43,926	\$ 21,12	\$ 47,305	\$ 22,74	\$ 54,063	\$ 25,99	\$ 57,442	\$ 27,62	\$ 67,579	\$ 32,49
Engineer III - Civil	\$ 50,470	\$ 24,26	\$ 54,352	\$ 26,13	\$ 62,117	\$ 29,86	\$ 65,999	\$ 31,73	\$ 77,646	\$ 37,33
Engineer IV - Civil	\$ 52,994	\$ 25,48	\$ 57,070	\$ 27,44	\$ 65,223	\$ 31,36	\$ 69,299	\$ 33,32	\$ 81,529	\$ 39,20
Coordinator, Track Maintenance	\$ 56,554	\$ 27,19	\$ 60,904	\$ 29,28	\$ 69,605	\$ 33,46	\$ 73,955	\$ 35,56	\$ 87,006	\$ 41,83
Coordinator, Civil Engineering	\$ 58,744	\$ 28,24	\$ 63,263	\$ 30,42	\$ 72,301	\$ 34,76	\$ 76,820	\$ 36,93	\$ 90,376	\$ 43,45
Engineer I - Structural	\$ 50,850	\$ 24,45	\$ 54,762	\$ 26,33	\$ 62,585	\$ 30,09	\$ 66,496	\$ 31,97	\$ 78,231	\$ 37,61
Engineer II - Structural	\$ 53,675	\$ 25,81	\$ 57,804	\$ 27,79	\$ 66,062	\$ 31,76	\$ 70,190	\$ 33,75	\$ 82,577	\$ 39,70
Engineer III - Structural	\$ 56,500	\$ 27,16	\$ 60,846	\$ 29,25	\$ 69,539	\$ 33,43	\$ 73,885	\$ 35,52	\$ 86,923	\$ 41,79
Engineer IV - Structural	\$ 60,092	\$ 28,89	\$ 64,715	\$ 31,11	\$ 73,960	\$ 35,56	\$ 78,582	\$ 37,78	\$ 92,449	\$ 44,45
Coordinator, Structure Maintenance	\$ 61,868	\$ 29,74	\$ 66,627	\$ 32,03	\$ 76,145	\$ 36,61	\$ 80,904	\$ 38,90	\$ 95,181	\$ 45,76
Coordinator, Engineering - Structural	\$ 63,571	\$ 30,56	\$ 68,461	\$ 32,91	\$ 78,241	\$ 37,62	\$ 83,131	\$ 39,97	\$ 97,802	\$ 47,02

EXHIBIT

2

Group	Name	Position Title	Original Salary	Rate	Proposed Salary	Rate	% Increase
Civil/Track	Aranda, Blanca Estella	Engineer II - Civil	\$ 48,377	\$ 23.26	\$ 67,579	\$ 32.49	39.69%
	Gibbs, Matthew Thomas	Engineer III - Civil	\$ 57,000	\$ 27.40	\$ 77,646	\$ 37.33	36.22%
	Pavuk, Branislav B	Engineer IV - Civil	\$ 80,550	\$ 38.73	\$ 81,529	\$ 39.20	1.22%
	Sheridan, Paul J	Engineer IV - Civil	\$ 80,017	\$ 38.47	\$ 81,529	\$ 39.20	1.89%
	Amelia, Carmelo	Coordinator, Track Maintenance	\$ 81,804	\$ 39.33	\$ 87,006	\$ 41.83	6.36%
	Maisonet, Hector Luis	Coordinator, Track Maintenance	\$ 71,579	\$ 34.41	\$ 87,006	\$ 41.83	21.55%
	Miller, Jason Kenneth	Coordinator, Track Maintenance	\$ 65,000	\$ 31.25	\$ 87,006	\$ 41.83	33.86%
	Brown, Scott Nicholas	Coordinator, Track Maintenance	\$ 74,263	\$ 35.70	\$ 87,006	\$ 41.83	17.16%
	Zinck, Colleen R	Coordinator, Track Maintenance	\$ 74,263	\$ 35.70	\$ 87,006	\$ 41.83	17.16%
	Qi, Tianshu	Engineer II - Structural	\$ 47,000	\$ 22.60	\$ 82,577	\$ 39.70	75.70%
Structure	Zemaitaitis, Stanislaw	Engineer II - Structural	\$ 55,654	\$ 26.76	\$ 82,577	\$ 39.70	48.38%
	Bergthold, Kevin Peter Jr	Engineer III - Structural	\$ 63,398	\$ 30.48	\$ 86,923	\$ 41.79	37.11%
	Maamari, Fred	Engineer III - Structural	\$ 69,424	\$ 33.38	\$ 86,923	\$ 41.79	25.21%
	Lee, Stephen K	Engineer IV - Structural	\$ 86,537	\$ 41.60	\$ 92,449	\$ 44.45	6.83%
	Licardie, Giezi	Engineer IV - Structural	\$ 80,000	\$ 38.46	\$ 95,181	\$ 45.76	18.98%
	Garcilazo, Juan Jose	Coordinator, Structure Maintenance	\$ 80,000	\$ 38.46	\$ 95,181	\$ 45.76	18.98%
	Ellsworth, David Joseph	Coordinator, Structure Maintenance	\$ 74,263	\$ 35.70	\$ 95,181	\$ 45.76	28.17%
	Muharram, Sam Azzam	Coordinator, Structure Maintenance	\$ 84,872	\$ 40.80	\$ 95,181	\$ 45.76	12.15%
	Villanueva, Joel	Coordinator, Engineering - Structural	\$ 85,000	\$ 40.87	\$ 97,802	\$ 47.02	15.06%

