



Date of Memo: December 06, 2023
Current Meeting: December 07, 2023
Board Meeting: December 14, 2023

BOARD MEMORANDUM

TO: Indianapolis Public Transportation Corporation (IPTC) Board of Directors
THROUGH: Interim President/CEO Jennifer Pyrz
FROM: Interim Chief Legal Officer Sean Wooding
SUBJECT: Consideration and approval of Successor Collective Bargaining Agreement with the Amalgamated Transit Union, Local 1070

ACTION ITEM A – 13

RECOMMENDATION:

In a manner consistent with IPTC contract award standards, we request that the Board authorize the Interim President/CEO to negotiate and enter into a three (3) year agreement with the Amalgamated Transit Union, Local 1070 (“ATU, Local 1070”) for a successor collective bargaining agreement for the period of January 1, 2024 through December 31, 2026, which includes a resolution for general wages increases with a variable wage increase from 4.25% to 8.25% depending on the seniority with the company in 20245, a general 3.5% increase in 2025, and a general 3% increase in 2026, as well as other wage adjustments modifications to the contract language.

BACKGROUND:

By way of background, in April 2023, IPTC exercised the option to initiate negotiations with ATU, Local 1070, representing all employees covered under the collective bargaining agreement. On April 27, 2023, the parties held their first negotiating session and since that first session, over a dozen bargaining sessions were held between the parties. At the first session, the parties agreed to negotiating ground rules which set forth obligations for both parties to bargain in good faith, memorialize tentative agreements, and exercise decorum at negotiations. Over the course of the negotiations, both parties submitted economic and non-economic proposals. On October 26, 2023, IPTC submitted the last, best, and final proposal for a successor collective bargaining agreement. ATU, Local 1070, submitted the last, best, and final proposal to it’s executive board and membership for a full vote to approve or reject the proposal. On November 21, 2023, the ATU, Local 1070 membership voted to approve the last, best, and final proposal for a successor collective bargaining agreement by a vote of 86 to ratify and 84 to reject.

DISCUSSION:

ATU, Local 1070 represents approximately _____ (___) union employees. IPTC and the ATU, Local 1070 negotiated and reached a resolution on general wage increases, other wage adjustments, and contract language for a successor collective bargaining agreement for the period of January 1, 2024, through December 31, 2026.

Section 3 - Union Membership: The parties agreed when an employee approaches the Corporation about Union Membership, they will be referred to the Union and provided with a letter from the Union.

Section 5 - Grievances: The parties agreed when reducing a grievance to writing that it must contain the date of the alleged violation, section of the contract violated, and the remedy requested. Also, all settlements at Step 1 will be on a non-precedent setting basis.

Section 8 - Discipline: Parties agreed to some language changes on working suspensions.

Section 11 - Classifications: Parties agreed to some language changes regarding vacation picks that must occur within 30 days of the end of the current vacation eligibility period. Also added General Laborer to Facility Maintenance Classification.

Section 15 - Pay Days: Agreement made on grandfathering employees currently receiving paper checks.

Section 16 - Group Insurance: Parties agree to \$150 for completion of the wellness program. Company paid retiree life insurance raised from \$3,500 to \$5,500 and life insurance for active employees raised to \$50k from \$25k.

Section 17 - Fees, Clothing, Personal Equipment: The parties agreed to an increase in the vouchers given to employees.

Section 18 - Bulletin Boards: The parties agreed to having bulletin boards at 1501, east campus, and transit center.

Section 19 - Check-Off: The parties agreed to minor changes involving financial secretary replacing treasurer.

Section - Open Jobs: The parties agreed to post jobs both electronically and on bulletin boards. For selection of employees: adding the word qualified in the criteria of how a job will be filled, additional criteria involving probationary and temporary employees, and changing two years to one year for disciplines for incidents not accidents.

Section 25 - Holidays: The parties agreed to adding Juneteenth Day. All new employees will receive four personal days (one per quarter) during their first year of employment. Added additional language in vehicle maintenance and facility maintenance for picks during the holidays.

Section 26 - Sick Leave/Health Maintenance: The parties agreed to have unpaid Family Medical Leave run concurrently with paid benefit leave time.

Section 27 - Light Duty: The parties agreed the Corporation can maintain or implement a light duty program. Maximum number of employees in the program at a time changes from 10 to 25 employees. Program participation shall be limited to 180 days maximum but can be extended to 365 days by the Corporation.

Section 32A - Training Pay: The parties agreed to change from \$1.00 to \$1.25 for trainers.

Section 35 - Run Classifications: The parties agreed to increase shift differential pay from \$0.25 cents to \$0.40 cents.

Section 36 - Overtime Provisions: The parties agreed to recognize guaranteed time, make-up time, and turn-in time as time worked for the purpose of overtime when scheduled to work on a holiday.

Section 38 - Run Selection: The parties agreed to provide seven days' notice instead of three days when bumped off a run.

Section 39 - Extra Work Rotation: The parties agreed to delete a sentence regarding operators holding regular runs are not eligible for extra work when they have selected a personal day or a vacation day.

Section 40 - Special Compensation: The parties agreed to change Training Pay for Training Instructors from \$1.63 to \$1.75. Operators required to perform in-service training will be paid eight (8) hours or what their regular run pay, whichever is greater.

Section 41 - Subbing Pay: The parties agreed to change from \$1.00 to \$1.25. Can sub one to three days with a more experienced operator.

Section 42 - Retraining: The parties agreed to add "voluntarily or mandated," for employees returning to be retrained.

Section 46 - Vehicle Maintenance Department: The parties agreed to add High Voltage Technician and Bus Wrangler to classifications.

Section 49 - Shift Selection: The parties agreed to change some of the months for shift selection.

Section 50 - Shift Differential and Certifications: The parties agreed to add six ASE related disciplines. Shift differential for second shift changed from \$0.15 cents to \$0.25 cents and third shift from \$0.25 cents to \$0.40 cents.

Section 52A - Treasury Department: The parties agreed to an overtime procedure in the Treasury Department.

Section 57 - Attendance Policy: The parties agreed to add better language defining an emergency circumstance and written documentation must be submitted for approval. Approved Union Leave was added for perfect attendance bonus purposes. 16-month rule changed to 12 months for people out on medical leave: All non-work related leaves cannot extend beyond 12 months. To remain on a medical leave an employee must be exhausting all paid benefit time.

Section 59 - Lead Positions: The parties agreed to change from \$0.50 cents to \$1.50. Clean-up was also agreed to by adding several positions for which Section 59 will apply.

Section 60 - Retirement: The parties agree to add this new section adding new language for retiree and recognizing the three retirement plans. No new employees are eligible for pension plan.

A side letter was added for the exchange of runs, shifts, or daily assignments.

ALTERNATIVES:

The Board could choose to reject the agreement with ATU, Local 1070 which would require the parties to return to the negotiations or invoke arbitration, which is an arduous and costly exercise.

FISCAL IMPACT:

The total cost of the wage increases of the successor collective bargaining agreement with ATU, Local 1070 is projected to be \$_____, as well as other minimal economic costs.

DBE/XBE DECLARATION:

Not applicable.

STANDING COMMITTEE DISCUSSION/RECOMMENDATION:

This action will be reviewed by the Finance Committee and Service Committee on December 7, 2023.