

MEMORANDUM OF AGREEMENT CONTROLLERS

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 17 day of October, 2019 as follows :

1. The CTA and the Union hereby extend the terms of the 2012-2015 Collective Bargaining Agreement covering the Controllers 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 Controller 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) Time Sensitive Classification (New): the parties agree that Control Center employees shall not be classified as “time sensitive” for the purposes of application of the corrective action guidelines, performance evaluations, or for any other purpose.

(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 Controller’s bargaining unit. (New language underlined).

(f) Picks (New): Add the following new language --

“The Authority shall conduct a bi-annual shift bid for each job classification within the control center at times to be determined by the Authority, but which shall be approximately six (6) months apart. Such picks shall not be implemented until thirty (30) days following the pick.” (New language underlined).

(g) Article 6, Section 6.3, Vacation Pick: add the following language to Section 6.3 --

“There shall be no blackout dates for use of vacation and/or floating holidays.” (New language underlined).

(h) Article 6, Section 6.10, Vacation Random Days: add the following language to the third paragraph in Section 6.10 --

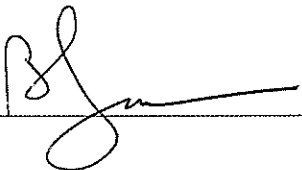
"Any employee who desires to schedule a VRD during the VPY shall submit a written request to his supervisor as soon as the need to schedule the VRD arises, provided that forty-eight (48) hours' prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the lead. If an employee desires to schedule a VRD between April 15th and May 31st of the VPY, he shall submit the written request no later than April 1st." (New language underlined).

- (i) Compensatory Time (New): Communication Coordinators shall be compensated for their accrued and unused compensatory time, if any, within ninety (90) days of ratification of this Agreement.

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

By: 

Date: 10-17-19

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 134**

By:  L.U. 134

Date: 10-16-2019