

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

The provisions of the Wage and Working Conditions Agreement between the Chicago Transit Authority and Locals 241 and 308 of the Amalgamated Transit Union terminating December 31, 2011, shall be continued in their new Agreement except to effect the modifications and/or additions set forth hereafter.

The Agreement will be amended in whatever manner necessary
to accomplish the changes herein:

1. Term of the Agreement

January 1, 2012 through December 31, 2015, subject to the approval of the International President of the Amalgamated Transit Union.

2a. Wages

All wages for all members of the bargaining units of both Locals will be increased as follows:

7-1-12	2.00%
1-1-13	0.25%
7-1-13	1.50%
1-1-14	1.75%
7-1-14	1.25%
1-1-15	1.75%
7-1-15	1.75%

The 7-1-12 2% and the 1-1-13 0.25% increase shall be added to the wage rate effective with the first full payroll period in January 2013. The back pay amount due from the 7-1-12 2% raise shall be paid no later than January 16, 2013, by separate check.

2b. Track Workers I and II, Local 241 Laborers, and Bricklayer Helpers shall be paid at the following percentages of the top bus and combined rail operators' pay scale:

86% effective 1/1/13
87% effective 1/1/14
90% effective 1/1/15

2c. The parties agree that the pay grades of Bus Instructor I, Bus Instructor II, Bus Supervisor I, Bus Supervisor II, Supervisor Clerk, Key Instructor and Maintenance Cleaner –Restricted Duty, Senior Garage Instructor and Instructor II shall be modified as set forth in Exhibit A.

3. Shift Premiums

Effective 1/1/13, the premium paid to all hourly rated employees will be increased from \$.08 to \$.16 per hour for runs, shifts, or tricks scheduled to finish after 8:00 p.m. and before 2:00 a.m., and from \$.11 to \$.22 per hour for runs, shifts, or tricks scheduled to finish after 2:00 a.m.

Effective 1/1/15, the premium paid to all hourly rated employees will be increased from \$.16 to \$.25 per hour for runs, shifts, or tricks scheduled to finish after 8:00 p.m. and before 2:00 a.m., and from \$.22 to \$.50 per hour for runs, shifts, or tricks scheduled to finish after 2:00 a.m.

4. Grievance/Arbitration Procedure

See Exhibit B.

5a. Layoffs

Local 241

Amend Paragraph 2 of Article 12.8 Layoffs as follows: During the term of this Agreement, there shall be no layoff of any permanent full-time bargaining unit employee who on January 1, 2008, had one or more years of continuous service.

Local 308

Amend Paragraph 2 of Article 12.8 Layoffs as follows: During the term of this Agreement, there shall be no layoff of any permanent full-time bargaining unit employee who on January 1, 2008, had one or more years of continuous service.

The CTA agrees that the number of CTA employees represented by Local 308 on the date of ratification of this Tentative Agreement will be maintained through February 28, 2013, and further agrees that, no later than March 1, 2013, there will be at least 2,333 employees represented by ATU Local 308, excluding Car Servicer Apprentices, Customer Service Assistants and Rail Janitor Apprentices and that number shall be maintained through the period ending December 31, 2015. This provision shall automatically expire at the end of the day on December 31, 2015 and shall have no further effect thereafter.

5b. Bumping

See attached Exhibit C.

6. Short-Term Disability Pay

Short-term disability pay will be increased as follows:

Effective 1/1/13

For employees with 5 years seniority or less	\$210
For employees with 5 but less than 10 years seniority	\$220
For employees with 10 or more but less than 20 years seniority	\$230
For employees with 20 or more years seniority	\$240

Effective 1/1/14

For employees with 5 years seniority or less	\$220
For employees with 5 but less than 10 years seniority	\$230
For employees with 10 or more but less than 20 years seniority	\$240
For employees with 20 or more years seniority	\$250

Effective 1/1/15

For employees with 5 years seniority or less	\$230
For employees with 5 but less than 10 years seniority	\$240
For employees with 10 or more but less than 20 years seniority	\$250
For employees with 20 or more years seniority	\$260

In addition, the CTA agrees to allow payroll deductions for premiums of supplemental disability insurance purchased by employees from a single vendor selected by the Locals through a competitive bidding process. The Locals shall receive no compensation from the vendor.

7. Life Insurance

All active employees shall receive life insurance coverage equal to 2080 hours times the employee's regular hourly rate as of each January 1st.

8. Vision and Dental Coverage

The current vision program will be amended to provide that all employees are entitled to \$300 for prescription eyeglasses or 75% of cost, whichever is less, every two years. The dental maximum will be increased from \$2000 per year to \$3000 per year.

9. Health Insurance

See Exhibit D.

10. Maternity Leave

Female employees delivering a child shall be entitled to six (6) weeks paid maternity leave. The mother's employee spouse or employee partner shall be entitled to one (1) week paid maternity leave; both adopted employee parents shall be entitled to two (2) weeks of paid maternity leave.

11a. Part-Time and Temporary Employees

Amend Part-Time operator provisions to provide that part-time operators and FTTF(s) who have qualified as operators and who have completed one (1) year of continuous service shall be offered in date of hire order any vacant full-time permanent operator positions. CTA shall not be obligated to fill any vacant position, but if it does so, it shall do so in accordance with this provision.

- 11b.** Part-time weekly work schedule system-wide shall be posted at the time of any run pick and a minimum of sixty (60%) of the part-time operators with the earliest hire dates shall be allowed to select their weekly work schedule and/or the Extra Board. The part-time operators shall make their selection in order of the earliest hire date selecting first.

12. Uniform, Shoe and Tool Allowance

CTA agrees to increase the current uniform, work clothes, tool and shoe allowance by 10% effective 1-1-13 and 10% effective 1-1-15. CTA also agrees to provide Equipment Technician II and III with shoe and uniform allowance, Maintenance Payroll Clerks and Reprographers with shoe allowance.

13a. Spread Time/Maximum Required Work Day

Effective 1/1/13, any employee required to work beyond 13 hours measured from the time the employee reports until the end of the employee's work day shall receive double time for all time beyond 13 hours. There shall be no pyramiding of overtime.

- 13b.** Effective the first pick in 2013, for Local 308 employees who are assigned a scrub followed by a show-up, the show-up cannot exceed three (3) hours.

14. Swing Runs

Effective the first pick in 2013, Section 13.2 (Local 241) shall be amended to provide for no less than seventy (70%) percent straight runs on weekdays and one hundred (100%) percent on Saturdays. All runs on Sundays and holidays shall continue to be straight

runs. Effective the first pick in 2013, Section 14.2 (Local 308) shall be amended to provide for no less than seventy-five (75%) percent straight runs on weekdays and one hundred (100%) percent on Saturdays. All runs on Sundays and holidays shall continue to be straight runs.

15. Posting of Open Positions

All job openings in the JSN's listed in Exhibit C-1 shall be posted for bid by employees working in a JSN listed in Exhibit C-1 for at least 14 days and shall be awarded to the senior qualified employee. If no such employee bids or is qualified, the employer may fill the opening with any other person. The term "qualified" means the individual possesses the requisite skills, expertise or experience to adequately perform the essential functions of a position as outlined in the written job descriptions, including passing all necessary tests. (Copy of the JSNs covered are attached as Exhibit C-1)

16. Job Descriptions

Within ninety (90) days of the execution of this Agreement the CTA shall provide the Unions with a set of job descriptions for all job classifications in each bargaining unit which shall be printed separate from the Agreement and shall be kept up to date. These job descriptions will be used as the basis for describing jobs and posting notices of positions open for bid. A copy of any amended job description shall be furnished promptly to the affected Local(s). Any disputes relative to the content of job descriptions shall be submitted to the grievance procedure in the Agreement.

17. Customer Assistant Representative and Rail Janitor Apprentice Agreements

Adopt the Customer Assistant Representative and Rail Janitor Apprentice Agreements attached hereto as Exhibits E and F. The Customer Assistant Representative Agreement and Rail Janitor Apprentice Agreement to be incorporated into the Sole Agreement.

18. Job Progressions and Pay Rates

Amend Article 3.3. of the Agreement to provide that: The job progressions and pay rate schedules for all Local 241 and Local 308 positions shall be a part of this Agreement.

Add Section 3.3 (f) as follows: "The wage rate sheets showing the progression rates for each classification shall be posted on CTA's intranet system so that the information shall be accessible electronically to all employees."

19. Sanitary Conditions

CTA will send a letter to Local 241 and Local 308 within 30 days of the execution of this Agreement, and quarterly thereafter, including a description of CTA plans for remodeling and updating CTA facilities.

20a. Pension Issues

Effective thirty days following the issuance of a final non-appealable declaratory judgment, or the effective date of legislation, that allows a reduction in employer and employee contributions as a result of favorable actuarial experience all part-time and temporary employees shall become Employees and participants in the Plan upon completion of their probationary period. The parties agree to enter into a side letter within seven days of the execution of this Agreement stating that CTA fully supports the inclusion of part-time and temporary employees in the Retirement Plan and that CTA shall vigorously support efforts to obtain legislation authorizing such a reduction in contributions.

The parties agree to request the actuary for the Retirement Plan in preparing the annual actuarial valuation to include an analysis of what the employee and employer contributions would be as of the following January 1st if all full-time, part-time, and temporary employees were participants in the Plan effective upon the completion of their probationary period.

20b. Delete all references to the corporate trustee(s).

20c. Section 3.7 of Retirement Plan shall be amended to provide: "Continuous Service" means service with the Authority, or any of its predecessor public utilities from the date an individual first satisfied the description of an employee set forth in Section 3.3(1), (2), (3) or (4) and thereafter maintained unbroken employment with the Authority, provided, however, that the following shall not be considered a break in continuous service:

- (3) Termination of the employment of the employee by the Authority, if followed by reinstatement within three (3) years after the date of reinstatement beyond 3 years by lawful order of a court, administrative agency, or an arbitrator having competent jurisdiction of such termination (i) in the job classification occupied at the date of such termination with seniority rights or (ii) in another job classification, with service from date of hire prior to such termination. (Amended 11-29-94)

20d. ATU to provide a draft of an updated Plan document.

21. Miscellaneous Issues

a. Local 308

- i. All full-time temporary (FTT) employees in all classifications, including trackmen, flagmen and RTO qualified flagmen, shall be given two scheduled day off (SDOs) per week, and shall be allowed to pick, by entered service date, at least two SDOs, in conjunction with the trainmen's picks. There will be a minimum of two picks per year. Local 308 agrees to withdraw with prejudice any and all pending grievances pertaining to FTTs picking rights and SDOs.
- ii. Proposals Regarding Sole Agreement and Safety Committee.
 - a. The Parties agree to create a committee to review and update the Sole Agreement for the purpose of eliminating antiquated language. The committee shall meet and confer within ninety (90) days of the execution of this Agreement and any agreed changes shall be considered a part of the Agreement.
 - b. The Parties agree to create a safety committee which will make non-binding recommendations.
- iii. The CTA agrees to re-issue SOP 7011 after Local 308 and CTA confer regarding additional language regarding safety.

b. Local 241

- i. Amend Section 13.25 to read as follows:

"13.26 – Seniority List

The Authority shall continue to update monthly the seniority list for all employees represented by Local 241 and shall provide that list to the Union electronically on the last day of each month. The list will reflect the appropriate seniority number showing each employee's position within their respective classification, and shall also indicate the employee's date of hire and total Company seniority. In addition, CTA shall update monthly the list to reflect discharges, resignations, retirements, position changes, location changes, transfers in and out of Areas 605 and 629, and address changes."
- ii. Notwithstanding any other provision of this Agreement, all maintenance employees shall have the right to pick into Group 1 or Group 2 offering

the right to have alternating weekends off, or, if seniority permits,
weekends off.

The Parties agree to execute the Bus Servicer Agreement attached hereto as Exhibit G.

22. Clerk Issues-Local 241

- (i) Overtime shall be distributed to full time permanent clerks by having each clerk desiring to work overtime sign the book indicating their willingness to work overtime. As overtime opportunities become available they shall be offered to the clerks in the order of signing.

23. Tentative Agreements.

Previously agreed-to tentative agreements with respect to the following proposals will be incorporated into the new Agreement.

#8 (first sentence)

#22

#33

#60

#67

#73

#76

#77

#78

#79

#83 accepted, provided that the AVAS grievance procedure is included in Article 16/17 of the Agreement.

#116

24a. Pay for Holidays

Employees who work holidays on a scheduled work day will be paid eight hours holiday pay plus straight time pay for all time worked on the holiday. Employees who work holidays on a scheduled off day will be paid eight hours holiday pay plus time and one-half for all time worked on the holiday.

24b. Training Pay

Effective January 1, 2013, through December 31, 2013, all operations employees during any initial training period until the employee has achieved qualification, but not to exceed 27 days after the employee's employment begins, will be paid at the minimum wage

required under Illinois law. Thereafter, the employee shall be paid in accordance with the progression rates as provided in Section 3.3D.

24c. Progression Pay for New Hires

Amend Section 3.3D as follows:

D. Employees Hired or Transferring into the Bargaining Unit on or After January 1, 1997
All employees hired by the Authority or transferring into the bargaining units on or after January 1, 1997 shall be paid in accordance with the following percentage progression scale applied to the top wage rate for the classification applicable to the employee or classification in which the employee works during the progression period:

First 12 months	65% of the actual paid rate of the classification
Next 12 months	70% of the actual paid rate of the classification
Next 12 months	75% of the actual paid rate of the classification
Next 9 months	80% of the actual paid rate of the classification
Thereafter	100% of the actual paid rate of the classification

Notwithstanding the above, for the period effective January 1, 2013 through December 1, 2015, 50% shall be substituted for 65%. The Parties agree that the terms of the foregoing sentence shall automatically expire at the end of the day on December 1, 2015. An employee hired before January 1, 2013, shall continue to receive 65% until moving to the next step in the progression.

24d. Bus Operator's Pick

The pick set for September may be adjusted to take place in August if necessary to coincide with the beginning of the school year for the Chicago Public Schools.

25. Ratification

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify this Tentative Agreement, there shall be no Agreement.

CHICAGO TRANSIT AUTHORITY

By: Tom C. [Signature]
Its: _____

AMALGAMATED TRANSIT UNION
LOCAL 241

By: [Signature]
Its: ATU IUP Twelve

By: [Signature]
Its: Assistant to Trustee

By: Keith Hill
Its: Assistant to Trustee

By: Michael McBride
Its: Assistant Trustee

By: _____

Its: _____

AMALGAMATED TRANSIT UNION
LOCAL 308

By: Pat Kelly

Its: PRESIDENT ATU 308
12-7-12

By: Eric Dejon

Its: 1st VICE-PRESIDENT

Tentative Agreement List of Exhibits

Exhibit A	Pay grades for Bus Instructor I, Bus Instructor II, Bus Supervisor I, Bus Supervisor II Supervisor Clerk Key Instructor and Maintenance Cleaner –Restricted Duty.
Exhibit B	Grievance and Arbitration
Exhibit C	Bumping
Exhibit C-1	List of JSNs to be posted for bid
Exhibit C-2	Side Agreement re Job Abolishment
Exhibit D	Health Insurance
Exhibit E	Rail Janitor Apprentice Agreement
Exhibit F	Customer Service Representative Agreement
Exhibit G	Bus Servicer Apprentice Agreement

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December 7, 2012

**EXHIBIT A
TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

The following adjustments shall be made to the pay grades of Bus Instructors, Supervisors and Key Instructors:

1. Bus Instructor I	Grade 8
2. Bus Instructor II	Grade 9
3. Bus Supervisor I	Grade 8
4. Bus Supervisor II	Grade 9
5. Supervisor Clerk	Grade 11
6. Key Instructor	Grade 11
7. Maintenance Cleaner-Restricted Duty	\$9.50
8. Garage Instructor II	Grade 10
9. Senior Garage Instructor	Grade 11

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ARTICLE 16 – GRIEVANCE PROCEDURE

Should a grievance arise between the Authority and its employees or the duly constituted bargaining agent, an earnest effort will be made to discuss and resolve such matters at the appropriate work location prior to the formal invocation of the grievance procedure. The time limitations set forth herein are of the essence and no action or matter not in compliance herewith shall be considered the subject of a grievance unless the time limitations are extended by written agreement of both parties. Time limitations set forth in the grievance procedure shall be enforceable on both the CTA and the Unions as set forth hereafter.

In matters of discipline, unless the investigatory process requires additional time, the Authority will inform an employee and the Union as soon as possible and in any event no later than fifteen (15) calendar days after the CTA becomes aware of alleged misconduct or a rule violation by an employee and shall impose any discipline not more than ten (10) calendar days thereafter. Grievances concerning discharges shall be submitted directly to Step 2 of the grievance procedure within thirty (30) calendar days of the occurrence or knowledge of the occurrence giving rise to the grievance.

Grievances will be processed in the following manner:

- Step 1: The grievance must be submitted in writing by the Union to the General Manager or equivalent by delivering a copy to Employee Relations. The grievance must be submitted by the Union within thirty (30) calendar days of the occurrence or knowledge of the occurrence giving rise to the grievance. The General Manager or equivalent shall investigate the grievance. The General Manager or equivalent shall provide a written response to the Union detailing the position of the Authority within thirty (30) calendar days of receipt of the grievance or the grievance shall be advanced automatically to Step 2.
- Step 2: If the grievance is not resolved at Step 1 and the Union desires to appeal, it shall be referred by the Union to the Vice-President, Employee Relations, or designee within thirty (30) calendar days after receipt of the Authority's answer at Step 1. The Vice-President, Employee Relations, or designee shall place the grievance on an agenda for discussion between representatives of Employee Relations and the Union to be held within thirty (30) calendar days after receipt of the Union's appeal. If no resolution takes place at the Agenda Meeting, the Vice-President shall submit a written response to the Union within thirty (30) calendar days following the Agenda Meeting or the grievance shall be advanced automatically to arbitration as provided in Article 17. 2.
- Step 3: (a) The grievance may be submitted to arbitration as provided in Article 17
- (b) In cases involving demotion or discharge, an employee must in

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writing elect between having his or her case submitted to arbitration or submitting it to the Transit Board under Section 28 of the Metropolitan Transit Authority Act and such election by said employee shall constitute a complete waiver of any other right of action against the Authority. In the event an employee submits both a grievance and a request for hearing under Section 28, the first received by the Authority shall be deemed the employee's election under this Section.

ARTICLE 17 – ARBITRATION

17.1 ARBITRATION If the grievance is not resolved in Step 2, above, and the Union or the Authority wishes to appeal the grievance, the Union or the Authority may refer the grievance to arbitration within ninety (90) calendar days of receipt of the Authority's written Response provided to the Union at Step 2.

All grievances not referred to arbitration in compliance with the time limits of this Article 17.1 are time-barred, unless extended in writing signed by both the Authority and the Union.

17.2 For grievances which involve suspensions of 30 days or more, discharges, alleged nondisciplinary breaches of contract (other than payroll errors and any other alleged breaches to which the CTA and the affected union agree to submit to Section 17.8), or interpretation of the Agreement or grievances which are of a technical or policy-making nature (including but not limited to cases involving management rights, use of new technology, picking, subcontracting, and other such issues), procedures set forth in 17.3, 17.4, 17.5, 17.6, 17.7, and 17.9 shall be followed. For all other grievances, the procedures set forth in 17.8 and 17.9 shall be followed.

17.3 THE SELECTION OF ARBITRATION BOARD The party requesting arbitration shall name its arbitrator at the time the request for arbitration is made. Within fourteen (14) calendar days after receipt of such request, the other party shall name its arbitrator. Within seven (7) working days thereafter, the two (2) arbitrators or their representatives shall meet to select an Impartial Chairman of the Board of Arbitration. Should the two (2) arbitrators be unable to agree upon the appointment of the Impartial Chairman within fourteen (14) calendar days after the second of the arbitrators was named, then either party to the arbitration may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of five (5) arbitrators who are currently available to serve from which the Impartial Chairman shall be selected. In the event the arbitration arises under Article 16 of this Agreement, the FMCS shall be requested to submit a list of five (5) arbitrators who are experienced in interest arbitration in the transportation industry. Within fourteen (14) calendar days after receipt of the list, the Impartial Chairman shall be selected from the panel by each party alternately striking a name from the panel until only one (1) name remains. The order of striking shall be determined by the toss of a coin.

17.4 DECISION The decision of a majority of the arbitration committee shall be final, binding, and conclusive upon the Union and the Authority. The authority of the arbitrators shall be limited to the construction and application of the specific terms of this Agreement and or to the matters referred to them for arbitration. They shall have no authority or jurisdiction

directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

17.5 FAILURE TO APPOINT OR TO MEET The Authority and Local 241 and Local 308 agree that time is of the essence in resolving grievance and contract disputes. Thus, the parties specifically agree that unless the time set is extended by mutual written agreement, the failure of either party or its arbitrator to meet the specifications of this Article 17 shall be construed as an admission that the party does not have a valid and legitimate position, and the sole arbitrator acting timely shall have the authority to issue an award binding on both parties.

17.6 EXPENSES Each party shall divide equally the costs and expenses of the neutral arbitrator and administrative costs of the arbitrator. Other expenses shall be borne by the party incurring them.

17.7 DISCHARGE CASES In discharge cases, the arbitrator selection shall take place within fourteen (14) days of receipt by the Authority of the Union's referral of the grievance to arbitration. Every effort shall be made to schedule the hearing within sixty (60) days of the selection of the arbitrator. The arbitrator shall be requested to agree to render a decision within thirty (30) calendar days of the hearing, receipt of the transcript, or the briefs, whichever is later.

17.8 Commencing upon the signing of this Agreement, the CTA and the Unions hereby agree to institute a Mediation-Arbitration Program to supplement the arbitration procedures set forth in this Article 17. This Program applies as set forth in Section 17.2. The purpose of this Program is to expedite the final disposition of outstanding grievances. The parties have agreed upon the following terms and conditions for the operation of the Mediation-Arbitration Program:

All grievances covered by this Section 17.8 will be heard by a Mediator-Arbitrator. The parties will meet within five (5) days of the execution of this Agreement to select eight (8) Mediators-Arbitrators from the parties' current panel for regular arbitration. The CTA shall select four (4) Mediators-Arbitrators, ATU Local 241 shall select (2) Mediators-Arbitrators, and ATU Local 308 shall select (2) Mediators-Arbitrators. If a selected Mediator-Arbitrator is unwilling to serve as a Mediator-Arbitrator, resigns or is otherwise unable to act as a Mediator-Arbitrator, or is no longer acceptable to the party that selected him or her, the party that selected such Mediator-Arbitrator shall select his or her replacement. Each Mediator-Arbitrator will be appointed for at least one hearing date every four months.

Grievances covered by this Section 17.8 will be heard on the second Thursday and fourth Tuesday (or such alternate dates as may be necessary because of CTA holidays) of each month, unless the parties and the Mediator-Arbitrator mutually agree otherwise, commencing no later than thirty (30) days after the signing of the Agreement. Grievances filed by Local 308 shall be heard on the second Thursday of each month (or such alternate dates as the parties agree upon), and grievances filed by Local 241 shall be heard on the fourth Tuesday of each month (or such alternate dates as the parties may agree upon). Either Local may notify the CTA at least thirty (30) days in advance that it wants to permit the other Locals to use that Local's hearing date provided that such changes may not occur more than four (4) times per year. Each of the eight

(8) Arbitrators-Mediators selected as set forth above shall be the Mediator-Arbitrator for one (1) hearing every four months.

The parties will agree at least ten (10) working days in advance of each hearing date to decide which grievances will be submitted to the Mediator-Arbitrator. As soon thereafter as possible, the parties will send the Mediator-Arbitrator an agreed-upon agenda which includes copies of the grievances. So long as a local has more than 50 grievances not involving suspensions of 30 days or more, discharges, alleged nondisciplinary breaches of contract (other than payroll errors), or interpretation of the Agreement or which are of a technical or policy-making nature, the CTA and that local shall schedule a minimum of ten (10) grievances for each day of Mediation-Arbitration.

Grievances will be presented to the Mediator-Arbitrator by the individuals on each side who handled the Second Step Grievance Meeting or their designated substitutes. Each representative may have an assistant at the hearing to help with case presentation if necessary. Presentations shall be informal and the rules of evidence shall not apply. No written record of the hearing shall be made, except for the final disposition of the grievance.

During the grievance presentation, both sides shall make a good faith effort to settle the grievance, with the assistance of the Mediator-Arbitrator. The Mediator-Arbitrator shall have the authority to meet separately with either side at any time.

If the parties are unable to settle the grievance, the Mediator-Arbitrator will render a written decision on the merits of the grievance no later than forty-eight (48) hours after the close of the hearing. Once a case has been submitted to Mediation-Arbitration, it may not be withdrawn for processing in regular arbitration unless both parties agree.

At any time during the attempted settlement of a grievance, the Mediator-Arbitrator may declare that an impasse exists, and the Mediator-Arbitrator will render a written decision on the grievance as set forth in the preceding paragraph.

All decisions of the Mediator-Arbitrator will be binding on the parties, but shall have no precedential effect other than on the grievants who are the subjects of the decisions.

The neutral Mediator-Arbitrator's fee and expenses will be divided equally between the parties. The location of the hearing shall, unless otherwise agreed to by the parties, be held alternately at the offices of the respective Local Union and of the CTA.

17.9 In the event the parties agree to the terms of a settlement of a grievance and have reduced those terms to a written settlement agreement, the parties shall execute such written settlement agreement within ten (10) days. Reinstatements per settlement agreements shall take place within ten (10) business days of the parties' full execution of the agreement subject to the grievant's compliance with the terms of the agreement. Arbitration awards and settlements shall be paid within twenty-one (21) business days of execution of the settlement agreement or issuance of a final arbitration award that specifies unambiguously the amount of backpay.

17.10 In cases of progressive discipline reaching discharge, all related lesser discipline of an employee that has been grieved in accordance with Articles 16 and 17.1 by that employee

shall be merged with the grievance over the discharge (unless the lesser discipline already has been resolved pursuant to the provisions of this Agreement), and the lesser discipline shall also be dealt with during the arbitration regarding the discharge.

17.11 The dispute resolution procedure set forth in the Revised AVAS Order shall be incorporated as a new section in the grievance procedure pertaining to AVAS.

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Reduction in Work Force

Should the CTA decide to reduce the number of employees within a job classification or job schedule number (JSN), the employees in the job classification or JSN shall be laid off in inverse order of companywide seniority within the job classification or JSN.

To avoid layoff, each affected employee must notify the CTA within ten (10) business days of notification of the layoff that he or she intends to exercise his or her seniority by bumping in accordance with the following steps in sequential order:

1. Bump the employee with the least companywide seniority in the same job classification or JSN, if the bumping employee has more companywide seniority within the same job classification or JSN. For the purpose bumping procedure only, full-time and part-time bus operators and full-time and part-time/temporary rail operators shall be considered as having the same job classification. If a full-time employee bumps a part-time employee, the bumping employee shall retain his or her status on the applicable wage progression and shall be entitled only to the benefits provided to part-time employees in this Agreement except that the full-time employee shall retain his then current health insurance until the next open enrollment period. In addition, the bumping employee shall not accumulate seniority while he or she is a part-time employee and shall receive no service credit toward pension eligibility during that time. When a part-time employee is bumped out of a position, the part-time employee having the most recent hiring date shall be the employee who is laid off.

2. In the event there is no employee with less seniority within the same job classification or JSN as the employee being laid off, that employee may bump the employee with least companywide seniority in a lower graded or paying job classification or JSN in the Bargaining Unit (either Local 241 or Local 308) provided the employee being laid off has more companywide seniority than the employee being bumped and he or she has previously worked in that job classification or JSN and is qualified to perform the job functions immediately without training. The bumping employee shall receive the pay of the lower graded or paying job classification or JSN.

3. Any employee in one of the JSN's listed in Exhibit C-1 facing layoff having greater Company-wide seniority may bump an employee with less Company-wide seniority in the jobs listed in Exhibit C-1 provided the senior employee is qualified. The term "qualified" means the individual possesses the requisite skills, expertise or experience to adequately perform the essential functions of a position, as outlined in the written job description, including passing all necessary tests, or could perform the position requirements with the amount of in-house training which the CTA customarily provides. (For job eliminations, see Exhibit C-2.)

CTA agrees not to contest the unemployment compensation application of any employee who elects not to bump into any available position.

Accident Analysis Clerk
Accident Statistical Clerk
Accounts Payable Clerk II
Administrative Secretary
Bank Ledger Bookkeeper
Boiler Maintainer
Bricklayer Helper
Bus Heavy Maintenance Clerk
Bus Maintenance Office Clerk
Bus Procurement Coordinator
Cashier
Claims Accident Clerk
Claims Law Disposition Clerk
Claims Rep Property Damage
Claims Representative
Communications Systems Maintenance Clerk
Computer Production Controller
Construction Inspector IV
Currency Processor
Customer Assistance Clerk
Customer Service Representative
Data Entry Clerk
Data Entry Operator
Duplicating Mach Operator I
Duplicating Mach Operator II
Employee Id System Administration
Equipment Tech II
Equipment Tech III
Facilities Posting Specialist
Fare Media Operations Clerk
File Clerk (Comp)
Finishing Clerk
Garage Instructor I
Garage Instructor II
Janitor
Janitor (Buildings & Grounds)
Laborer (Building)
Laborer (South Shops)
Lead Computer Operator
Legal Services Specialist
Maintenance Training Center Clerk



Maintenance Training Clerk
Material Coordinator II
Material Dispatcher II
Money Handler I
Money Handler II
Money Handler IV
Office Operations Clerk
Office Services Specialist
Order Control Clerk I
Order Control Clerk II
Payroll Processing Clerk
Planning Analyst
Procurement Match Clerk
Production Clerk
Purchasing Clerk
Rail Car Procurement Coordinator
Rail Maintenance Clerk
Reception Clerk - RTW
Reprographics Support Specialist
Retirement Clerk
Retirement Record Clerk
Revenue Collector
Salvage Control Clerk
Senior Combination Clerk
Senior Duplicating Mach Operator
Senior Garage Instructor
Shop Inspector
Shop Records Clerk
Stockroom Clerk - Bus
Student Riding Pass Representative
Telecommunications Service Assistant
Telephone Operator
Temporary Medical Disability
Training & Instruction Administration Assistant
Treasury Clerk
Utility Clerk (Composite)
Warehouse Worker I
Warranty Clerk
Work Order Clerk Dispatcher II

SIDE AGREEMENT


If an employee in one of the JSNs listed in Exhibit C-1 is terminated as a result of a job abolishment, the affected employee may apply for reemployment and shall be permitted without loss of seniority to displace an employee with less companywide seniority in a JSN listed in Exhibit B which the affected employee is qualified to perform. "Qualified" means the individual possesses the requisite skills, expertise or experience to adequately perform the essential functions of the JSN as outlined in the written job descriptions, including passing all necessary tests. The displaced employee shall be administratively separated from the CTA. ATU Local 241 acknowledges that this side agreement relates solely to hiring of employees by the CTA and may not be used for any purpose or in any proceeding other than to enforce the terms hereof.

CHICAGO TRANSIT AUTHORITY

By: 

Its: _____

AMALGAMATED TRANSIT UNION
LOCAL 241

By: 

Its: ATU TVT Sister

Plan feature	Proposed PPO Option 1 Available through December 31, 2013	PPO 2 90/70	PPO 3 80/60	Part-Time Proposal	
				PPO A	PPO B
Deductible in network	\$250/\$500	\$350/\$700	\$500/\$1000	\$2000/\$4000	\$500/\$1000
Deductible Out of network(OON)	\$500/\$1000	\$1000/\$2000	\$1500/\$3000	\$4000/\$8000	\$1500/\$3000
Out of Pocket max-in network	0	\$1000/\$2000	\$2500/\$5000	\$3000/\$6000	\$2000/\$4000
Out of Pocket Max-OON	\$1500/\$3000	\$2000/\$4000	\$3000/\$6000	\$5000/\$7500	\$3000/\$6000
Emergency Room co-pay	\$100, waived if admitted	\$100, waived if admitted	\$100, waived if admitted	\$100, waived if admitted	\$100, waived if admitted
Plan feature	Proposed PPO Option 1 Available through December 31, 2013	PPO 2 90/70	PPO 3 80/60	Part-Time Proposal	
				PPO A	PPO B
Office visits	100% in network 80% OON (after \$100 deductible) Add \$25 co-pay per	90% in network; 70% OON(after	80% in network; 70% OON(after	80% in network 60% OON (after deductible)	70% in network 60% OON (after deductible)

Exhibit D
December 7, 2012

	OON office visit, before the 20% co- insurance	\$350 deductible) Add \$25 co- pay per OON office visit, before the 30% co- insurance	\$500 deductible) Add \$25 co- pay per OON office visit, before the 30% co- insurance		
RX-retail	\$5/15/35	\$5/15/35	\$10/25/45	\$5/15/35	\$10/25/45
RX-mail(90 day supply)	\$10/30/70	\$10/30/70	\$20/50/90	\$10/30/70	\$20/50/90
Monthly Employee Contributions	3/1/13 \$105/\$210 1/1/14 No Longer Provided	3/1/13 \$78/\$158 1/1/14 \$95/\$180 1/1/15 \$105/\$195	3/1/13 \$50/\$105 1/1/14 \$70/\$140 1/1/15 \$80/\$150	0/0	3/1/13 \$40/\$100 1/1/14 \$45/\$110 1/1/15 \$50/\$120

Handwritten signature and initials in the top right corner.

HMOs eliminated effective 1/1/14; current HMO contributions remain unchanged until 1/1/14. Open enrollment effective March 1, 2013 for other plan designs.

Effective subsequent to the 1-1-15 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.

CTA will agree to create a Health Insurance Committee consisting of four members, two to be appointed by CTA and one each to be appointed by Locals 308 and 241. The Committee shall have authority to meet, discuss, exchange information and ideas, and make recommendations about a variety of health insurance issues aimed at achieving a healthier workforce and controlling the cost of health coverage, such as identifying a new medical management vendor and a dialysis network. The Committee shall be formed within 30 days of the execution of the Agreement and shall meet at least quarterly.

RAIL JANITOR APPRENTICE AGREEMENT

This Agreement ("Agreement") is made and entered into on this 7th day of December 2012, by and between the Chicago Transit Authority ("CTA") and the Amalgamated Transit Union, Local 308 ("Local 308"); collectively referred to as the "Parties."

WHEREAS:

The Wages and Working Conditions Agreement ("CBA") between the CTA and Local 308 establishes the terms and conditions of employment for bargaining unit employees represented by Local 308; and

CTA currently employs approximately 220 Rail Janitors;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, and the mutual promises exchanged herein, the sufficiency of which is hereby acknowledged,

THE PARTIES AGREE AS FOLLOWS:

1. A new position known as Rail Janitor Apprentice is hereby created.
2. CTA recognizes Local 308 as the sole and exclusive bargaining agent for Rail Janitor Apprentices working under the CBA and this Agreement.
3. While this Agreement is in effect, there will be a minimum of 225 Full Time Permanent ("FTP") Rail Janitor positions, which will be filled in the following order: (a) current Rail Janitors; (b) laid off employees in the position of Car Servicer; (c) laid off employees in the position of Car Repairer; (d) laid off employees in the position of Motor Cleaner; and (e) laid off Full-Time Temporary Trackmen. In the event that Rail Janitor positions remain open thereafter, the CTA shall post the positions for bid, to be filled by active employees in other classifications, in Company seniority order. If the positions are not filled through bidding, the CTA may fill the position by hiring new employees.
4. When the number of Rail Janitors falls below 225, the then current Rail Janitor Apprentices will be allowed to fill open positions by becoming FTP Rail Janitors, provided that no FTP Local 308 bargaining unit member is on layoff. In the event that any FTP Local 308 bargaining unit member is currently on layoff, the open positions

shall be filled by recalling the laid off bargaining unit members in Company seniority order.

5. Rail Janitor Apprentices shall be given the opportunity, in Company seniority order, to apply for any open Local 308 bargaining unit position prior to the hiring of new employees.

6. Rail Janitor Apprentices hired as FTP Rail Janitors will receive progression credit for the time spent as Rail Janitor Apprentices. Rail Janitor Apprentices shall accrue credit towards completion of the progression schedule at the rate of one hundred and seventy-three and three tenths (173.3) hours worked equaling one (1) month's credit.

7. The pay rate for newly hired Rail Janitor Apprentices shall be \$12.40 per hour which will be increased to \$14.75 an hour, as follows:

- \$.70 an hour increase after nine (9) months of employment, plus
- \$.80 an hour increase after eighteen (18) months of employment, plus
- \$.85 an hour increase after twenty-four (24) months of employment.

8. Upon completion of the wage progression set forth in Paragraph 7 of this Agreement, each RJA shall receive fifty-eight (58%) of each percentage wage increase that becomes payable thereafter to Rail Janitors who are at the top Rail Janitor wage rate.

9. Rail Janitor Apprentices shall be utilized to perform Rail Janitor duties, including snow removal work.

10. Rail Janitor Apprentices will be allowed to pick their schedules up to 32 hours per week, provided that Rail Janitor Apprentices shall pick after all FTP Rail Janitors have picked. Rail Janitor Apprentices shall be given at least two (2) days off per week. Rail Janitor Apprentices shall not be allowed to work in excess of 32 hours per week unless the Rail Janitors' workbook has been exhausted.

11. Rail Janitor Apprentices shall be eligible for the CTA Healthcare Plans for Part-time employees.

12. Rail Janitor Apprentices are not covered by the Retirement Plan for CTA Employees, incorporated in Article 18 of the CBA, and, except as provided in Paragraph 9 above, shall not be entitled to employee benefits, pay guarantees, premiums or paid time off, including, without limitation, paid sick leave, vacation days and holiday, except that Rail Janitor Apprentices shall receive a CTA riding pass.

13. Rail Janitor Apprentices shall be eligible for a working clothing allowance, payable in accordance with Article 4.6.II of the CBA.

14. All pertinent provisions of the CBA except as specifically excluded by this Agreement shall apply to Rail Janitor Apprentices.

15. Prior to commencing employment with the CTA, applicants for a Rail Janitor Apprentice position shall be required to:

- a. Satisfy all requisites for the position, including, but not limited to, medical and physical requirements, drug and alcohol testing, and a background check; and
- b. Complete all training and/or qualifications required for the position of Rail Janitor.

16. No RJA shall be employed by the CTA if any Rail Janitor is on layoff.

17. This Agreement shall not be effective until ratified by the membership of Local 308. In the event that the Agreement is not so ratified, it shall be null and void.

18. This Agreement is limited to its subject matter and constitutes the full and complete agreement between the parties relating to this subject matter. The Parties agree and acknowledge that the terms of this Agreement shall apply without exception only to the present subject matter and shall not in any way or form be used as a precedent in any present or future controversies between the Parties, or in any dispute, communication, grievance, arbitration, administrative action or in any action at law or in equity, or in any judicial or administrative forum.

19. The Parties understand that the approval of the Illinois Labor Relations Board is required for inclusion of the new classification of Rail Janitor Apprentice within the bargaining unit. The Parties agree that they will work together to ensure this process is completed.

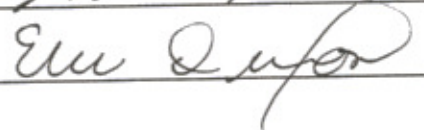
20. This Agreement shall expire effective two years from its date of full execution, unless the parties mutually agree to extend this Agreement, in which case it will be extended for an additional two year period

IN WITNESS THEREOF, the Parties have executed this Agreement on the date hereof at Chicago, Illinois.

EXHIBIT E
December 7, 2012

Amalgamated Transit Union, Local 308

By: 

By: 

Chicago Transit Authority

By: 

By: _____

CUSTOMER ASSISTANT REPRESENTATIVE AGREEMENT

This Agreement ("Agreement") is made and entered into on this 7th day of December 2012, by and between the Chicago Transit Authority ("CTA") and the Amalgamated Transit Union, Local 308 ("Local 308"); collectively referred to as the "Parties."

WHEREAS:

The Wage and Working Conditions Agreement ("CBA") between the CTA and Local 308 establishes the terms and conditions of employment for bargaining unit employees represented by Local 308;

The basic classification for Rail Operations employees under the CBA is Combined Rail Operator ("CRO"). CRO(s) are currently required to qualify as Customer Assistant ("CA"), Rapid Transit Operator ("RTO"), Flagman, and either Switchman or Towerman;

Local 308 has filed a grievance alleging that CTA violated the Customer Assistant Coverage Agreement signed by the then President of Local 308 on August 18, 2000, Grievance No. 309-31, and a grievance alleging that the picking rights of Customer Assistants are being violated because they are not being permitted to pick the extra board, Grievance No. 1209-34 ("the Grievances");

Local 308 has filed an unfair labor practice charge, Case No L-CA-09-100, with the Illinois Labor Relations Board ("Board") claiming that CTA violated Sections 10(a)(1) and (4) of the Illinois Labor Relations Act by failing to provide the Union with information needed to police the enforcement of the Customer Assistant Coverage Agreement. On October 1, 2010, the Board issued a Complaint in Case No L-CA-09-100 ("the ULP")

CTA has raised defenses to the ULP and to the Grievances;

The parties wish to resolve the Grievances and the ULP, and to implement cost saving methods and to increase efficiency of operations;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, and the mutual promises exchanged herein, the sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

1. Two new bargaining unit positions known as Customer Service Representative ("CSR") and Customer Service Assistant ("CSA") are hereby created.
2. CTA recognizes Local 308 as the sole and exclusive bargaining agent for CSRs and CSAs working under the CBA and this Agreement.
3. As of the effective date of this Agreement, the CRO classification will no longer include the CA qualification. CSR and CSA will be stand alone classifications.
4. All employees hired prior to the date of this Agreement who have qualified as CAs will be deemed to be qualified for the CSR position.
5. All employees who are current frozen CAs will be placed in a frozen CSR position without loss of benefits or seniority. CSRs will be compensated in accordance with the provisions controlling the Customer Assistant classification under the CBA. All provisions of the CBA pertaining to Rail Operations employees shall apply to CSRs. The parties agree to rename the classification effective with the execution of the 2012-2015 CBA.
6. All CSRs and CSAs will be eligible for a complete uniform allowance, payable in accordance with Article 4.6.I of the CBA.
7. While CTA employs CSAs, there will be a minimum of 240 frozen CSR positions, which will be filled in the following order: (a) current frozen CAs; (b) employees laid off on February 7, 2010, who are qualified as CAs, will be recalled in order of classification seniority and allowed to freeze as CSRs; and (c) actively working employees who are qualified as CAs and frozen in other classifications who will be allowed to refreeze as CSRs.
8. A minimum 225 of the frozen CSRs shall pick their work and at least one CSR per terminal will be allowed to pick an extra board position chosen by the employees in seniority order. All frozen CSRs on the extra board will be assigned work as a CSR prior to any CSAs.
9. When the number of frozen CSRs falls below 240, currently employed CSAs will be allowed to fill the open positions by becoming CSRs. CSAs who become CSRs shall be given progression credit for the time spent as CSAs. CSAs shall accrue credit towards completion of the progression schedule at the rate of one hundred and seventy-three and three tenths (173.3) hours worked equaling one (1) month's credit.
10. CSAs will be given the opportunity, in Company seniority order, to apply for any open Local 308 bargaining unit position prior to the hiring of new employees.
11. Any employees currently classified as Part-Time Temporary ("PTT") Customer Assistants will be transitioned to PTT CSRs and afforded the first opportunity to

become a CSR. Any layoffs of CSRs and CSAs shall be in the following order: CSAs shall be laid off first, then PTT CSRs and then CSRs.

12. The pay rate for newly hired CSAs shall be \$12.40 per hour which will be increased to \$14.75 an hour, as follows:
\$.70 an hour increase after nine (9) months of employment, plus
\$.80 an hour increase after eighteen (18) months of employment, plus
\$.85 an hour increase after twenty-four (24) months of employment.
13. Upon completion of the wage progression set forth in Paragraph 12 of this Agreement, each CSA shall receive fifty-eight (58%) of each percentage wage increase that becomes payable thereafter to CSRs at the top CSR rate.
14. CSAs will be assigned to Rapid Transit stations to assist the CSR, or to cover stations where there is no current CA coverage, at the discretion of the Authority.
15. CSAs will be allowed to pick their schedules up to 32 hours per week, and shall be given at least two (2) days off per week. CSAs shall pick after all CSRs have picked. CSAs shall not be allowed to work in excess of 32 hours per week, unless the workbook and the double-up book for CSAs has been exhausted.
16. CSAs shall be eligible for the CTA Healthcare Plans for Part-time employees.
17. CSAs are not covered by the Retirement Plan for CTA Employees, incorporated in Article 18 of the parties' CBA and, except as provided in Paragraph 16 above, shall not be entitled to employee benefits, pay guarantees, premiums or paid time off, including, without limitation, paid sick leave, vacation days and holiday, except that CSAs shall receive a CTA riding pass.
18. All pertinent provisions of the CBA, except as specifically excluded by this Agreement, shall apply to CSAs.
19. Prior to commencing employment with the CTA, applicants for a CSA position shall be required to:

Satisfy all requisites for the position, including, but not limited to, medical and physical requirements, drug and alcohol testing, and a background check; and

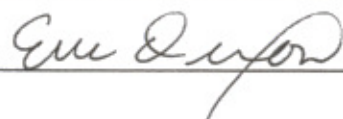
Complete all training and/or qualifications required for the position of CSA.
20. No CSA shall be employed by the Authority if any CSR is on layoff.

21. As of the implementation of this Agreement, the CTA shall not permit private security guard firms to be on duty at any CTA Rapid Transit Station, unless a CSR or CSA is present. This Agreement shall be fully implemented by July 1, 2013 or six (6) months following its ratification, whichever is earlier, provided that by March 31, 2013, a CSR or a CSA shall be assigned to at least fifty percent (50%) of the CTA Rapid Transit Stations where, as of the date of execution of this Agreement, there is no current CA coverage.
22. All employees in the classifications of Customer Assistant Supervisors or Customer Assistant Instructors will be transitioned into the respective classification of CSR Supervisors or CSR Instructors, without loss of pay, benefits or seniority.
23. This Agreement shall not be effective until ratified by the membership of Local 308. In the event that the Agreement is not so ratified, it shall be null and void.
24. The Parties understand that the approval of the Illinois Labor Relations Board is required for inclusion of these new classifications within the bargaining unit. The Parties agree that they will work together to ensure this process is completed.
25. Upon full execution of this Agreement, Local 308 shall take the steps necessary to withdraw the Grievances and the ULP.
26. This Agreement is limited to its subject matter and constitutes the full and complete agreement between the parties relating to this subject matter. The Parties agree and acknowledge that the terms of this agreement shall apply without exception only to the present subject matter and shall not in any way or form be used as a precedent in any present or future controversies between the Parties, or in any dispute, communication, grievance, arbitration, administrative actions or in any action at law or in equity, or in any judicial or administrative forum.

IN WITNESS THEREOF, the Parties have executed this Agreement on the date hereof at Chicago, Illinois.

Amalgamated Transit Union, Local 308

By: 

By: 

Chicago Transit Authority

By: 

By: _____

Exhibit G

December 7, 2012

BUS SERVICER APPRENTICE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 17th day of November 2012, by and between the CHICAGO TRANSIT AUTHORITY ("CTA") and the AMALGAMATED TRANSIT UNION, LOCAL 241 ("Local 241");

WHEREAS, the CTA has expressed a need to increase the number of employees who are available to assist its Bus Servicers in cleaning buses in order to improve service for the benefit of its customers and employees; and

NOW, THEREFORE, in consideration of the promises contained within this Agreement, CTA and Local 241 agree as follows:

1. a. The Bus Servicer Apprentice position is a new position within the Local 241 bargaining unit. The term of employment for Bus Servicer Apprentices shall not exceed one (1) year, unless otherwise agreed to by the parties.
- b. The compensation for the position is \$9.50 per hour. Bus Servicer Apprentices shall not be entitled to employee benefits, pay guarantees, premiums or paid time off, including, without limitation, paid sick leave, vacation days and holidays, except that Bus Servicer Apprentices shall receive a CTA riding pass.
- c. Bus Servicer Apprentices shall have grievance rights under the parties' collective bargaining for issues relating to wages and discharge.
- d. The primary duties of the Bus Servicer Apprentices involve the cleaning of CTA buses under the supervision of management and the direction of Garage Cleaner bargaining unit employees who shall be known as Garage Cleaner Leaders. CTA will establish two Garage Cleaner Leader positions per shift at each bus garage. The Garage Cleaner Leaders shall be working Leaders and shall have the responsibility to direct the apprentices in the performance of their apprentice responsibilities. Garage Cleaner Leaders shall be paid a stipend of \$.50 per hour for each hour they engage in the direction of the Bus Servicer Apprentice positions. The provisions of this paragraph shall also be applicable with regard to the utilization of employees under the "Kidstart Program."
- e. Bus Servicer Apprentices will work up to forty hours per week.
- f. CTA agrees to employ no more than two hundred (200) Bus Servicer Apprentices at any one time.
- g. If CTA ultimately hires a Bus Servicer Apprentice as a Bus Servicer, his or her time worked as a Bus Servicer Apprentice shall be credited to the twelve-month

waiting period for group accident and sickness coverage pursuant to Section 15.3 of the parties' wage and working conditions agreement.

2. During the summer months, CTA may utilize participants in the Kidstart program to perform the work that would otherwise be assigned to Bus Servicer Apprentices under this Agreement and other cleaning functions.
3. CTA shall fill Bus Servicer vacancies at the conclusion of every twelve-month period, or as requested by Local 241, provided that CTA has a qualified applicant with an acceptable work history.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
5. This Agreement is limited to the instant matter and shall not be used as a precedent in any discussion, negotiation or arbitration, or judicial or administrative action in any forum, except as may be necessary to enforce the terms of this agreement.
6. CTA commits to retain the same number of picked General Cleaning positions at each location at which they are employed as appear on the most recent pick.
7. This Agreement shall be in full force and effect until December 31, 2015, and shall be renewable upon the mutual agreement of the parties. Any such mutual agreement to renew the Agreement shall be in writing and signed by the parties. In the event CTA decides that it must lay off one or more Bus Servicers, the Agreement will terminate upon the effective date of such layoff. So long as this Agreement is in effect, CTA will not reduce the number of Bus Servicer positions.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

AMGALGAMATED TRANSIT UNION,
LOCAL 241

BY: 

ITS: ATU IUP Trustee

CHICAGO TRANSIT AUTHORITY

BY: 

ITS: _____

11-16-12

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #8 (FIRST SENTENCE)
REGARDING LINE INSTRUCTOR PAY**

Amend Section 4.3 of the Agreement as follows:

Amend instructional pay to provide \$6.00 for under four hours and \$12.00 for over four hours for line instructors.


Chief Spokesperson, Chicago Transit Authority

11-16-12
Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.


Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen


11-16-12
Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.


Chief Spokesperson, Local 241 Amalgamated Transit Union

12/11/12
Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.


Chief Spokesperson, Local 308 Amalgamated Transit Union

12-12-12
Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

11-16-12

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #22
REGARDING CALCULATION OF 200-DAY REQUIREMENT (SECTION 11.4)**

Amend Section 11.4 of the Agreement as follows:

To provide that an employee's vacation time, including the use of VRD days, shall be used in calculating the 200-day requirement.

 11.16.12

Chief Spokesperson, Chicago Transit Authority Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 11.16.12

Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 12/11/12

Chief Spokesperson, Local 241 Amalgamated Transit Union Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 12-12-12

Chief Spokesperson, Local 308 Amalgamated Transit Union Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #33
REGARDING FUNERAL LEAVE (SECTION 4.9)**

Amend Section 4.9 of the Agreement as follows:

Add "grandparents" to list of qualifying funerals.

 11.16.12

Chief Spokesperson, Chicago Transit Authority Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 11.16.12

Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 12/11/12

Chief Spokesperson, Local 241 Amalgamated Transit Union Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 12-12-12

Chief Spokesperson, Local 308 Amalgamated Transit Union Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

11-16-12

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #60
REGARDING RETIREMENT ALLOWANCE ELECTIONS AND SPOUSAL CONSENT**

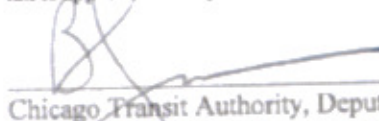
Amend the Retirement Plan for Chicago Transit Authority Employees by adding a new provision as follows:

For employees first hired on or after January 1, 2012, spousal consent shall be required for all elections to have a retirement allowance paid in the normal form. Employees first hired on or after January 1, 2012, shall receive a review of joint and survivor options.

 11.16.12

Chief Spokesperson, Chicago Transit Authority Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 11.16.12


Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 12/11/12

Chief Spokesperson, Local 241 Amalgamated Transit Union Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

 12-12-12

Chief Spokesperson, Local 308 Amalgamated Transit Union Date

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify a Tentative Agreement, there shall be no Agreement.

11-16-12

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #67
REGARDING THE RETIREMENT PLAN FOR CHICAGO TRANSIT AUTHORITY
EMPLOYEES (QILDROs)**


Amend the Retirement Plan for Chicago Transit Authority Employees by adding a new provision as follows:

The Pension Committee for the Retirement Allowance Committee shall have the authority to adopt the QILDRO provisions contained in their current pension plan as provisions of the Retirement Plan.

 11.16.12

Chief Spokesperson, Chicago Transit Authority Date

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 11.16.12


Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen Date

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 12-11-12

Chief Spokesperson, Local 241 Amalgamated Transit Union Date

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 12-12-12

Chief Spokesperson, Local 308 Amalgamated Transit Union Date

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11-16-12

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #73
REGARDING USE OF POOL CLERKS AND OVERTIME**

Amend the Agreement by adding a new provision, Section 12.28, which provides as follows:

No pool clerk shall be used on his sixth or seventh day when there are appointed clerks available for overtime.



Chief Spokesperson, Chicago Transit Authority

11.16.12

Date

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Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen

11.16.12

Date

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Chief Spokesperson, Local 241 Amalgamated Transit Union

12/11/12

Date

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Chief Spokesperson, Local 308 Amalgamated Transit Union

12-2-12

Date

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11-16-12

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

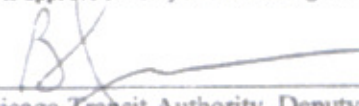
**LOCAL 241/LOCAL 308 PROPOSAL #76
REGARDING POOL CLERKS' WORK WEEK**

Amend the Agreement by adding a new provision, Section 12.28, which provides as follows:

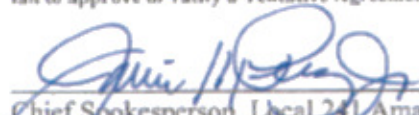
No pool clerk shall be permitted to work in excess of five days during a work week.

 _____ 11.16.12
Chief Spokesperson, Chicago Transit Authority Date

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 _____ 11.16.12
Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen Date

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 _____ 12/12/12
Chief Spokesperson, Local 241 Amalgamated Transit Union Date

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 _____ 12-12-12
Chief Spokesperson, Local 308 Amalgamated Transit Union Date

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**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #77
REGARDING POOL CLERKS' SENIORITY**

Amend the Agreement by adding a new provision, Section 12.28, which provides as follows:

A pool clerk's seniority as a clerk shall commence on the day that he or she is appointed as a clerk.


Chief Spokesperson, Chicago Transit Authority

11-16-12

Date

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Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen

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Chief Spokesperson, Local 241 Amalgamated Transit Union

12/11/12

Date

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Chief Spokesperson, Local 308 Amalgamated Transit Union

Date

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11-16-12

TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION

LOCAL 241/LOCAL 308 PROPOSAL #78
REGARDING POOL CLERK APPOINTMENTS

Amend the Agreement by adding a new provision, Section 12.28, which provides as follows:

All pool clerk appointments shall be made by seniority.



Chief Spokesperson, Chicago Transit Authority

11.16.12

Date

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Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen

11.16.12

Date

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Chief Spokesperson, Local 241 Amalgamated Transit Union

12/11/12

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Chief Spokesperson, Local 308 Amalgamated Transit Union

12-12-12

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**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241/LOCAL 308 PROPOSAL #79
REGARDING THE PROVISION OF A POOL CLERK LIST**

Amend the Agreement by adding a new provision, Section 12.28, which provides as follows:

Management shall issue a pool clerk list to each garage/terminal and the Union.


Chief Spokesperson, Chicago Transit Authority

11.16.12
Date

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Chief Spokesperson, Local 241 Amalgamated Transit Union

12/11/12
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Chief Spokesperson, Local 308 Amalgamated Transit Union

12-12-12
Date

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**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 241 PROPOSAL #83
REGARDING ESTABLISHMENT OF AVAS PROGRAM COMMITTEE**

Amend the Agreement by adding a new provision, Section 13.30, which provides as follows:

The parties will establish a committee to discuss and implement the procedure for and use of the AVAS Program.

Amend Articles 16 and 17 to incorporate the procedures in the Revised AVAS Award.



Chief Spokesperson, Chicago Transit Authority

11.16.12

Date

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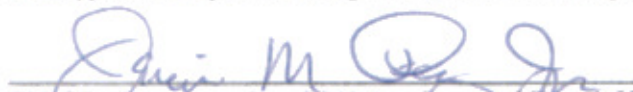


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11.16.12

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Chief Spokesperson, Local 241 Amalgamated Transit Union

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11-16-12

**TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY,
LOCAL 241 AND LOCAL 308 AMALGAMATED TRANSIT UNION**

**LOCAL 308 PROPOSAL #116
REGARDING DELETION OF OBSOLETE LANGUAGE IN LABOR AGREEMENT**


The parties agree to meet to:

Update the language of the Labor Agreement to eliminate obsolete language, including references to obsolete job titles.

 11.16.12

Chief Spokesperson, Chicago Transit Authority Date

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Chicago Transit Authority, Deputy General Counsel, Brad L. Jansen Date

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 12-12-12

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