

WAGE AND WORKING CONDITIONS AGREEMENT

BETWEEN THE

CHICAGO TRANSIT AUTHORITY

AND

AMALGAMATED TRANSIT UNION LOCAL 241

AND

AMALGAMATED TRANSIT UNION LOCAL 308

EFFECTIVE JANUARY 1, 2020 – DECEMBER 31, 2023

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**THIS AGREEMENT**, made and executed in duplicate as of the first day of January, A.D. 2020, by and between the **CHICAGO TRANSIT AUTHORITY**, a municipal corporation (“Authority” or “CTA”), party of the first part, and the **AMALGAMATED TRANSIT UNION, LOCAL 241 AND LOCAL 308** (“Local 241” and or “Local 308” and or collectively and or individually “Union”), parties of the second part,

**WITNESSETH:**

**ARTICLE 1 – PURPOSE**

**1.1 PURPOSE** The purpose of this Agreement is to provide the best and most satisfactory service to the public, to provide the best possible working conditions for the employees, at the same time having due regard for the economical operation of the Authority’s equipment.

**ARTICLE 2 – UNION RECOGNITION**

**2.1 EMPLOYEES BARGAINED FOR** The Authority recognizes Local 241 and Local 308 as the sole and exclusive bargaining agent for all of its employees, including, without limiting the generality of the foregoing, the employees having the job titles or classified grades listed in the attached wages and salaries schedules, but excepting those employees excluded by Article 2.2.

**2.2 EMPLOYEES NOT BARGAINED FOR** It is not intended that executive, professional or supervisory personnel shall be bargained for unless such personnel are included in the job titles or classified grades listed in the attached wages and salaries schedules referred to in Article 2.1; nor is it intended that confidential employees or employees presently bargained for by other labor organizations shall be bargained for by Local 241 or Local 308. The Authority and Local 241 and Local 308 shall maintain a current list of excluded executive, supervisory and confidential employees.

**2.3 UNION AFFILIATION** The Authority will neither discharge nor discriminate against any employee covered by this Agreement because of his or her connection with Local 241 or Local 308.

**2.4 RECORDS** The CTA shall make available to the Union the daily hire, rehire and transfer lists no later than ten (10) business days from the date of hire, rehire or transfer.

The CTA shall provide, at the Union’s request, information on employee resignations, transfers to Area 605 and Area 629, promotions within and out of the bargaining unit, administrative separations and discharges no later than ten (10) business days after the date of the request. Such request shall be in writing and be made to the Employee Relations Department.

**2.5 CHECKOFF** Commencing within thirty (30) days after receipt of a signed authorization from an employee, the next month’s regular monthly dues and or assessments of the Union shall be deducted from such employee’s pay. The Authority agrees to remit the deductions for Union dues and or assessments once each month

promptly to the respective Financial Secretary of Local 241 or Local 308, together with a list of the names and amounts for whom deductions have been made. The Authority will deduct voluntary contributions for the A.T.U. Committee on Political Education (C.O.P.E.) upon an employee's written authorization. Nothing in this Article 2.5 shall inhibit or interfere with the rights and obligations of employees, including the employee's right of revoking authorization as prescribed by applicable law.

2.6 NON-INTERFERENCE The Authority shall be at liberty at all times during the existence of this Agreement, and subject to provisions hereof, to operate its property according to its best judgment and the orders of competent authority. Local 241 and Local 308 agree that neither will in any way interfere with or limit the right of the Authority to discharge or discipline its employees covered by this Agreement, where sufficient cause can be shown, except for membership in Local 241 or Local 308.

2.7 SUBCONTRACTING The Authority shall not subcontract or assign to others work which is normally and regularly performed by employees within the collective bargaining unit of Local 241 or of Local 308, except in cases of emergency when the work or service required cannot be performed by the available complement of unit members. The Authority reserves the right to continue its present practice of contracting out certain work of the nature and type contracted out in the past.

In addition to the foregoing, the CTA may outsource (subcontract) snow removal work and also any landscape work necessary to comply with any municipal landscaping ordinance so long as no Local 241 laborers are displaced due to such outsourcing.

2.8 PROBATIONARY PERIOD All newly hired employees will be required to serve one (1) five (5) month probationary period during which the employee will have no recourse to the grievance/arbitration procedure in the event of termination. A part-time employee who moves to a full-time position will not be required to serve a second probationary period.

2.9 ORIENTATION The Union shall be given a reasonable time of not more than one (1) hour, during the new hire initial training period, to orient new employees concerning matters which are in the mutual best interest of the parties.

2.10 LIGHT DUTY JOBS An agreement between the parties concerning light duty jobs is attached hereto as Attachment A and is incorporated by reference herein.

2.11 SPECIAL UTILITY WORKER An agreement between the parties concerning the creation and staffing of a special utility worker classification is attached hereto as Attachment B and is incorporated by reference herein.

### **ARTICLE 3 – WAGES AND SALARIES**

3.1 BI-WEEKLY PAY During the term of this Agreement, the Authority shall, bi-weekly, pay the employees in the bargaining units according to classification, the date of hire and length of service, the wages and salaries as shown in the attached wages and salaries lists for each contract year of the Agreement.

3.2 NO REDUCTION IN PAY The scheduling of the wage and salary rates herein shall not operate to reduce the wage or salary rates of any employee of the Authority covered by this Agreement below the rate now paid to such employee for the class of work performed by the employee nor change the conditions of any such employees.

Full-time employees as of November 30, 1974, who transfer into any classification or graded or salaried job shall not be affected by the new structures for employees hired after November 30, 1974.

3.3 WAGE AND SALARY STRUCTURE AND PROGRESSION

A. WAGES All employees on the payroll as of February 18, 2022 shall receive a one-time payment equal to five percent (5%) of the employee's contractual pay rate for hours worked between January 1, 2020 and December 31, 2020 (up to a maximum of 4,000 hours).

The wage rates for employees covered by this Agreement shall be increased by one percent (1.00%) effective January 1, 2021, by one percent (1.00%) effective July 1, 2021, by one and one-half percent (1.50%) effective January 1, 2022, by one and one-half percent (1.50 %) effective July 1, 2022, by two percent (2.00%) effective January 1, 2023, and by two and one-quarter percent (2.25%) effective July 1, 2023.

- (1) Effective January 1, 2021, the top hourly rate for Motor Operator and Bus Operator will be \$36.428 per hour.
- (2) Effective July 1, 2021, the top hourly rate for Motor Operator and Bus Operator will be \$36.793 per hour.
- (3) Effective January 1, 2022, the top hourly rate for Motor Operator and Bus Operator will be \$37.345 per hour.
- (4) Effective July 1, 2022, the top hourly rate for Motor Operator and Bus Operator will be 37.905 per hour and the top hourly rate for Car Repairer and Bus Mechanic shall be 104% of the Motor Operator and Bus Operator top hourly rate.
- (5) Effective January 1, 2023, the top hourly rate for Motor Operator and Bus Operator will be \$38.663 per hour, hour and the top hourly rate for Car Repairer and Bus Mechanic shall be 105% of the Motor Operator and Bus Operator top hourly rate.
- (6) Effective July 1, 2023, the top hourly rate for Motor Operator and Bus Operator will be \$39.533 per hour hour and the top hourly rate for Car Repairer and Bus Mechanic shall be 106% of the Motor Operator and Bus Operator top hourly rate.

B. EMPLOYEES HIRED PRIOR TO DECEMBER 1, 1974 Maximum rates of pay (and progression rates, if any) applicable to all job classifications for employees hired prior to December 1, 1974, are listed in the effective rate sheets on file with the parties ("Rate Schedules I"). The progression rates apply to the classification into which such employees were hired, or into which they have entered or may enter, and not to the employee as an individual.

Effective September 26, 1990, the progression rates for the classifications of bus operator, rapid transit operator, motor operator, ticket agent and switch operator shall be eliminated for employees hired prior to December 1, 1974.

C. EMPLOYEES HIRED ON OR AFTER DECEMBER 1, 1974

(1) The maximum basic rates for graded salary classifications have been set as follows:

Grades N-1, N-2, N-3	80% of corresponding Rate Schedule I maximum
Grades 00, 1, 2, 3	82% of corresponding Rate Schedule I maximum
Grade 4	88% of corresponding Rate Schedule I maximum
Grade 5	88.5% of corresponding Rate Schedule I maximum
Grades 6 and 7	94% of corresponding Rate Schedule I maximum
Grades 8, 9, 10, 11	100% of corresponding Rate Schedule I maximum

(2) Employees hired into the following classifications shall not be affected by the salary structure revisions as set forth in the immediately preceding paragraph (Article 3.3 C (1)):

- Bus or Rail Instructor I and II
- Bus or Rail Service Supervisor I and II
- Garage or Terminal Instructor
- Maintenance Department Garage and Terminal Clerk and Receiver
- Maintenance Department Terminal Clerk
- Assignment Agent

(3) All employees hired on or after December 1, 1974, into the hourly rated job classifications listed below shall progress to the following percentages of the bus and motor operator's top rate and that percentage of the top rate shall be the top rate payable for the classifications to employees hired on or after December 1, 1974:

<u>Job Classifications</u>	<u>Percentage</u>
Janitor	85%
Crossing Gate Attendant	85%
Bus Servicer	85%
Car Servicer	85%
Engine Washer	85%
Tractor Operator	85%
Ticket Agent	90%



Pump Operator	85%
Fork-Lift Operator	85%
Motor Washer	85%
Track Welder Helper	85%
Local 241 Laborers	90%
Bricklayer Helpers	90%
Track Worker	90%

(4) Effective February 14, 2018, the parties agree that the following hourly premiums are to be added to the trackman's hourly rate:

- Work Train Crane Operator \$4.50
- Track Maintenance Equipment Operator (TMEO) I: \$4.00
- TMEO II: \$5.00
- Track Lubricator: \$4.18
- Welder: \$4.50
- Inspector: \$1.50
- Garbage picker: \$0.50

(5) Other maximum rates are the same as those shown in Rate Schedules I.

(6) Trackmen's vacation and holiday will be based on the rate of picked position at time of vacation or holiday.

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, all newly hired employees in the bus mechanic and car repairer classifications shall be paid at the 80% progression rate at the time of hire, at the 90% progression rate upon completion of one year of employment, and at the 100% progression rate upon completion of two years of employment. All currently employed persons in these classifications will if necessary have their progression rates increased to correspond to the schedule of increases in the preceding sentence.

E. POSITION GRADES The grades and corresponding wage rates of all positions worked by members of the Union are attached as Attachment R.

F. POSTING: JOB PROGRESSION PAY RATES The job progressions and pay rate schedules for all Local 241 and Local 308 positions shall be a part of this Agreement. 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.

3.4 INITIAL TRAINING PAY For an employee in the Local 241 bargaining unit, payment during any paid initial training period (until the employee has achieved qualification) will be paid at sixty-five (65) percent of the actual paid rate of the classification in which the employee works.

For an employee in the Local 308 bargaining unit, payment during any paid initial training period (until the employee has achieved qualification) will be paid at minimum wage.

3.5 TEMPORARY EMPLOYEES A temporary employee who is hired as a full-time employee into the same job classification that the employee was working in as a temporary employee shall be given credit in application of the hiring progression rates for time spent as a temporary employee, provided that the employee resigns from temporary employment for the purpose of immediately obtaining such full-time employment, and does immediately fill the first job opening offered to that employee in such classification. Such credit shall be given only from the last date of employment by the Authority as a temporary employee.

### 3.6 PART-TIME EMPLOYEES

#### I. GENERAL - PART-TIME EMPLOYEES

A. Part-time bus and rail operators (bus operators, motor operators, conductors, flaggers and rapid transit operators) and bus and car servicers, hereinafter referred to as part-time employees, shall be covered under the sections of the Agreement dealing with the probationary period, Union recognition, Union representation, grievance procedure and arbitration.

B. Part-time employees shall not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.

C. Subject to paying the required contribution, a part-time employee, as defined in this Article, who has completed ninety (90) days of service, will receive a health insurance benefit including hospital, medical, accident and prescription drug coverage at the benefit levels described under the PPO Options in the Tables below.

**Table 1  
Overview of PPO Offerings**

<b>PPO Option A</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Annual Deductible (Individual / Family)</b>	\$2,000/\$4,000	\$4,000/\$8,000
<b>Annual Out-of-Pocket Limit (Individual/Family)</b>	\$3,000/\$6,000	\$5,000/\$7,500
<b>Plan Payment Level</b>	80%	60%
<b>Emergency Room Services (Waived if Admitted)</b>	\$100 copay / visit	
<b>Office Visits (After Deductible)</b>	80%	60%
<b>Wellness Services (as required under PPACA)</b>	100%, not subject to deductible	Not Covered
<b>Prescription Drugs – Retail (30-Day Supply)</b>	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35 Effective January 1, 2023 Generic: \$10 Brand Formulary: \$20 Brand Non-Formulary: \$40	
<b>Prescription Drugs – Mail Order (90-Day Supply)</b>	2 X Retail Copayment  Effective January 1, 2023, for any maintenance medications, employees may fill their first two prescriptions at any network pharmacy but then must use CVS or mail service for their third and subsequent refills to obtain a 90-day supply.	
<b>Lifetime Maximum</b>	Unlimited	
<b>Bi-Weekly Employee Contributions (Individual/Family)</b>	1/1/20: \$35.36/\$68.00	

<b>PPO Option B</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Annual Deductible (Individual / Family)</b>	\$500/\$1,000	\$1,500/\$3,000
<b>Annual Out-of-Pocket Limit (Individual/Family)</b>	\$2,000/\$4,000	\$3,000/\$6,000
<b>Plan Payment Level</b>	70%	60%
<b>Emergency Room Services (Waived if Admitted)</b>	\$100 copay / visit	
<b>Office Visits (After Deductible)</b>	70%	60%
<b>Wellness Services (as required under PPACA)</b>	100%, not subject to deductible	Not Covered
<b>Prescription Drugs – Retail (30-Day Supply)</b>	Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45	

	Effective January 1, 2023 Generic: \$10 Brand Formulary: \$20 Brand Non-Formulary: \$40
<b>Prescription Drugs – Mail Order (90-Day Supply)</b>	2 X Retail Copayment  Effective January 1, 2023, for any maintenance medications, employees may fill their first two prescriptions at any network pharmacy but then must use CVS or mail service for their third and subsequent refills to obtain a 90-day supply.
<b>Lifetime Maximum</b>	Unlimited
<b>Bi-weekly Employee Contributions (Individual/Family)</b>	1/1/20: \$58.44/\$123.38

**EMPLOYEE PREMIUM DEDUCTION – PPO.** 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.

Part-time employees who enter a full-time position will retain their existing benefits for a three (3) month period, after which they will be entitled to the benefits of a full-time employee.

The insurance coverage applicable to part-time employees will be available to the dependents of part-time employees with more than one (1) year of service through December 31, 2013 and thereafter to the dependents of all part-timers who are children less than twenty-six (26) years of age subject to paying the required employee family premium.

D. Part-time employees shall not accrue seniority while so employed. A part-time employee who applies and is accepted for employment as a full-time employee shall for all purposes accrue service or seniority only from the date of hire as a full-time employee. Part-time employees who may be hired as full-time employees will not be required to repeat the progression that they have completed.

E. Part-time employees shall be paid subject to the progression schedule applicable to the employee's job classification and shall be eligible to progress up to a maximum of one hundred (100) percent of the full-time employee's wage rate. Part-time employees 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.

F. Part-time employees shall be paid for all time during which they are required by the Authority to perform any duties. Part-time employees shall not be eligible

for time or pay guarantees or for penalty pay provisions, except as otherwise provided in this Section.

G. For employees in the Local 241 bargaining unit, the maximum number of part-time employees shall not exceed twenty-five (25) percent of the number of full-time employees, except that part-time servicers shall not exceed fifteen (15) percent of full-time servicers.

H. For employees in the Local 308 bargaining unit, the maximum number of part-time employees shall not exceed twenty (20) percent of the number of full-time employees, except that part-time servicers shall not exceed fifteen (15) percent of full-time servicers.

I. Part-time employees shall be subject to the same rules and regulations as full-time employees in their classifications.

J. After one (1) year of continuous service a part-time employee will be eligible to receive an initial uniform or work clothing allowance equal to that given a full-time employee and fifty (50) percent thereafter. If a newly hired part-time employee does not have sufficient funds to purchase the initial, required uniform items, the Authority will provide a voucher for such items payable directly to vendors designated by the Authority provided the employee executes a written agreement authorizing the Authority to deduct the cost of the voucher through payroll deductions, including deducting any unpaid balance from final compensation at the time of termination.

K.

(1) Part-time operators and FTTFs who have qualified as operators and who have completed one (1) year of continuous service shall be offered in date of hire order any available vacant full-time permanent operator positions. The CTA shall not be obligated to fill any vacant position, but if it does so, it shall do so in accordance with this provision. Part-time operators and FTTFs who have qualified as operators and who have completed one (1) year of continuous service will not be required to pass a record review in order to be offered an available bargaining unit position; however, the employee's work record shall follow the employee into the new position.

(2) Without regard to any limitations in subsection (1), the Authority may hire full-time bus operators from any source during any period in which the cap on part-time bus operators in Section 3.6.II.A is twelve (12) percent of the number of full-time bus operators.

L. Part-time employees in the Local 241 bargaining unit will not work more than thirty-two (32) hours per week except in cases of emergencies or authorized trades.

M. Part-time employees in the Local 308 bargaining unit will not work more than thirty (30) hours per week except in cases of emergencies.

N. Part-time employees will be provided free transportation on all lines operated by the Authority.

O. No full-time employee on the payroll as of January 1, 1999 shall be laid off until all part-time employees are laid off. Full-time employees on the payroll as of January 2, 1999 shall be recalled before part-time employees are recalled or hired.

P. Part-time operators shall ordinarily have two (2) days off provided that the CTA does not determine in its discretion that its operational needs do not require more than two (2) days off for any or all part-time operators. Part-time operators shall have at least one (1) day off per week.

Q. Part-time employees with one (1) or more years of service shall be permitted one (1) week off per year without pay. Part-time employees with two (2) or more years of service shall be permitted two (2) weeks off per year without pay. The timing of such absence will depend upon staffing requirements as determined by management.

Eligible part-time employees in the Local 241 bargaining unit shall pick their earned, unpaid vacation at the end of the full-time vacation pick. The Authority will set the vacation week controls.

R. Part-time employees may participate in any Authority incentive program if they meet the established criteria for that program.

S. A part-time employee who reports to work shall be guaranteed two (2) hours of pay.

T. Part-time operators shall be permitted to participate in the CTA's 401(k) Plan.

U. A part-time operator will be granted an allowance of one and one-half (1-1/2) days off with pay equal to wages the employee would have earned (not to exceed a total of twelve (12) hours) for attending the funeral of his or her spouse, child, step-child, mother, father, step-parent, parent of spouse, brother, sister and any dependent relative domiciled in the employee's home. No employee will perform work on a day for which the employee is compensated for funeral leave, except in a case of emergency.

V. Part-time employees in the Local 241 bargaining unit shall select their work location during all scheduled system picks based upon their date of hire and will pick at the end of the full-time pick. The Authority will set the manpower controls.

W. Part-time weekly work schedules systemwide shall be posted at the time of any run pick and a minimum of sixty (60) percent 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.

## II. LOCAL 241 PART-TIME OPERATORS

A. To address the high rates of absenteeism which continue to pose difficulties in staffing and require greater flexibility in the use of part-time employees, the maximum number of part-time bus operators shall not exceed twenty-five (25) percent of the number of full-time bus operators. The number of trippers set aside for part-time bus operators shall not exceed 1500. However, so long as the Authority utilizes the provisions in Section 3.6.IV.C or Section 3.6.I.K.(2), the maximum number of part-time bus operators shall not exceed twelve (12) percent of the number of full-time bus operators, but the twelve (12) percent cap on part-time bus operators shall remain in effect from the date of ratification until December 31, 2023 regardless of the Authority's utilization of Section 3.6.IV.C or Section 3.6.I.K.(2).

B. All pieces of work that equal seven and three-quarters ( $7 \frac{3}{4}$ ) hours of platform time or more within the allowable spread time shall be coupled and made into runs.

C. A part-time bus operator will be used for the following purposes: working trippers which are not part of a run and or special event service; working runs set aside on Saturday and Sunday; and, in the event that all full-time operators scheduled to work on the extra board at a particular time have been assigned, then any duties normally assigned to full-time bus operators may be assigned to part-time bus operators.

D. All charter, vacation relief, protection of the service, shall be worked by full-time operators, except as otherwise provided for herein.

E. A tripper is a scheduled or unscheduled piece of work not incorporated into a regular run.

F. The Authority may leave outside of picked runs a number of pieces of work which will be operated as trippers. Trippers will be operated in the following manner:

(1) The Authority may assign trippers to be worked by part-time employees.

(2) The Authority may, at the time of the periodic bid of runs, post a list of trippers for voluntary selection by regular operators who can work such trippers without conflicting with their picked runs and without violating rest provisions. A regular operator who bids a tripper will be required to operate such tripper on each of the days in the employee's work week on which the tripper is operated for the duration of that pick. Spread premium shall not apply. Trippers will be subject to change or cancellation.

(3) Trippers which are not assigned to part-time employees or are not worked as biddable trippers under the above provisions may be worked from the extra list.

G. Inclusive in the total number of trippers, the Authority shall be permitted to set aside runs on Saturday and Sunday for part-time bus operators to be worked as trippers or runs.

H. The work set aside for part-time bus operators on Sunday will be the equivalent of full Sunday runs. The parties contemplate that work composing one (1) full Sunday run will be worked by one (1) part-time bus operator. However, the Authority may in its discretion divide the run between two (2) part-time bus operators. Such runs shall not check before 1330 hours.

I. In addition to trippers permitted on Saturday, the Authority may set aside runs to be worked by part-time bus operators. Such runs shall not check before 1330 hours.

J. If a part-time employee is scheduled or called out only once during the day, the piece of work will be at least three (3) hours. If more than one (1) piece of work is scheduled for the day, one (1) in the A.M. and one (1) in the P.M., each of the pieces will be at least two (2) hours.

K. Part-time operators will be charged with one-half (1/2) of a miss when given work after a miss occurs.

L. The classification of part-time bus servicer will remain under its present usage and restriction and will not be affected by this sub-section.

Part-time bus servicers shall not be assigned to the day shift unless full-time bus servicers are not available to perform the work, including full-time bus servicers on the P.M. and night shifts. Part-time bus servicers shall be assigned to work holidays and weekends prior to posting such work for a full-time bus servicer to pick.

M. Notwithstanding anything herein to the contrary, a part-time bus operator may be used on a temporary basis to provide information and or to collect fares where necessary due to the relocation of bus stops due to service changes, construction projects and or special events.

### III. LOCAL 308 PART-TIME OPERATORS

A. Part-time operators may qualify for and work in the following positions: motor operator; rapid transit operator; conductor; and flagger. No part-time operator will be allowed to pick any scheduled runs or tricks.

B. Part-time operators shall be paid for all time during which they are required by the Authority to perform any duties, including the operations of scheduled runs.

Part-time operators shall not be eligible for time or pay guarantees or for penalty pay provisions; provided, however, in the event a part-time operator is called out and not given the assignment designated for the employee, the employee will be paid a minimum of three (3) hours of pay, or the employee may be held on call for a maximum



of four (4) hours and will be paid for all time spent on call, and for all time spent on a piece or pieces of work assigned to the employee during the period. If the employee is released before the end of the four (4) hour period, the employee will be paid a minimum of three (3) hours of pay.

If a part-time employee is scheduled or called out only once during the day, the piece of work will be at least three (3) hours. If more than one (1) piece of work is scheduled for the day, one (1) in the A.M. and one (1) in the P.M., each of the pieces will be at least two (2) hours.

C. The maximum number of part-time operators shall not exceed twenty (20) percent of the number of full-time operators.

D. A part-time operator may be assigned for the purpose of working a motor or conductor run, flagging, special event service and non-scheduled work, provided all regular full-time operators on the extra board who are scheduled to work have been assigned. For the purposes of this Article, assignment is defined as an apportionment of a piece or pieces of work to all full-time employees including scheduled runs, scheduled scrubs, show-ups and non-scheduled work. For the purposes of this Article, non-scheduled work is defined as any piece of work not posted to be picked.

E. A tripper is a scheduled or unscheduled piece of work not incorporated into a regular run.

F. All pieces of work that equal seven and three-quarters (7  $\frac{3}{4}$ ) hours of platform time or more within the allowable spread time shall be coupled and made into runs.

G. The Authority agrees to freeze the number of pieces of work which will be operated as trippers at its present number of eight (8). These trippers are presently assigned to the North Rail Section's Skokie Swift operation and would remain in that operating area. These trippers will not be posted for picking and may, in the discretion of the Authority, be assigned to full-time operators on the extra board or to part-time operators.

H. The classifications of part-time rail servicer and part-time ticket agent will remain under their present usage and restrictions and will not be affected by this subsection.

#### IV. SPECIAL PART-TIME OPERATORS

A. As of January 1, 1997, a classification of special part-time operator has been created for the positions of bus operator, motorman, conductor, and rapid transit operator.

B. Subject to the exception in Section 3.6.IV.C for special part-time bus operators, this classification shall check after 1200 hours on Saturday and Sunday and when a Sunday schedule is in effect.

C. Notwithstanding the limitation in Section 3.6.IV.B, during any period in which the cap on part-time bus operators in Section 3.6.II.A is twelve (12) percent of the number of full-time bus operators, the Authority may use special part-time operators within the bargaining unit of Local 241, who shall not check earlier than 1330 hours on Friday and Monday and shall not check earlier than 1200 hours on Saturday, Sunday, and when a Sunday schedule is in effect. Such special part-time operators shall not be assigned more than 20 hours per week.

D. The maximum number of special part-time operators within the bargaining unit of Local 241 shall be capped at twelve (12) percent of the full-time classification and will be in addition to the current regular part-time cap set forth in Section 3.6.II.A.

E. The maximum number of special part-time operators within the bargaining unit of Local 308 shall be capped at twelve (12) percent of the full-time classification and will be in addition to the current regular part-time cap of twenty (20) percent.

F. Preferential consideration in hiring will be given to retirees.

G. Special part-time operators shall receive no benefits.

H. The hourly rate paid to operators in the special part-time classification shall be sixty-five (65) percent of the top full-time operator rate.

#### **ARTICLE 4 – OTHER PAY PROVISIONS, GENERAL**

4.1 NIGHT PREMIUM A night premium shall be paid in addition to the straight time hourly rate to all hourly rated employees as follows:

(a) If the employee works a run, trick or shift scheduled to finish after 8:00 P.M. and up to 2:00 A.M., twenty-five cents (\$0.25) per hour.

(b) If the employee works a run, trick or shift scheduled to finish after 2:00 A.M., fifty cents (\$0.50) per hour.

4.2 JURY DUTY An hourly rated employee, when forced off work due to being summoned for jury duty, shall receive pay equal to wages the employee would have earned with a minimum of eight (8) hours of pay. Any employee required to perform jury duty may have his or her days off changed to conform with the jury duty assignment, if so requested. Such change will be granted unless, in the judgment of the Authority, it is not feasible because of operational needs. Such change shall not result in any loss or gain in either days off or pay. No employee will perform work on a day when the employee has reported for jury duty, except in a case of emergency. No jury duty allowance will be paid to an employee on a scheduled day off or when absent from work due to sickness or injury or during a vacation period. The employee shall be required to reimburse the Authority with the jury service fee received from the Jury Commission for the number of days paid by the Authority. The employee will retain transportation fees provided by the Jury Commission.

Should an emergency arise that would require an employee to be called out to work during the period of their jury duty, the straight time hours allowed for jury service shall be used in computing weekly overtime, but weekly overtime shall not be duplicated.

4.3 INSTRUCTIONAL PAY An operating employee or track worker who breaks in or instructs employees shall receive six dollars (\$6.00) for instructing students for four (4) hours or less in one (1) day and twelve dollars (\$12.00) for instructing students for more than four (4) hours in one (1) day. The maximum instructional compensation for any one (1) day shall be twelve dollars (\$12.00).

4.4 ACCIDENT REPORTS Employees requested to prepare accident, blind case and complaint reports shall be paid actual time in the preparation of such reports, with a minimum amount of thirty (30) minutes of time.

4.5 MILEAGE ALLOWANCE Any employee authorized to use his or her car for conducting business of the Authority shall receive the amount allowed by the IRS per mile for such mileage . The five (5) mile allowance shall remain.

An employee, to be eligible for this allowance, shall submit mileage data on the mileage record sheet forms supplied by the Authority. Any employee authorized to use his or her car for conducting business of the Authority shall be required to carry automobile liability and property damage insurance with a maximum limit of fifty thousand dollars (\$50,000)/one hundred thousand dollars (\$100,000) public liability and ten thousand dollars (\$10,000) property damage to protect the Authority while the employee is conducting business of the Authority in his or her personal automobile.

#### 4.6 UNIFORM AND WORK CLOTHING ALLOWANCE

##### I. UNIFORM ALLOWANCE

A. ELIGIBLE EMPLOYEES An employee, excluding a part-time employee, in a classification listed below shall receive a uniform allowance of three hundred and two dollars and fifty cents (\$302.50), which shall be increased to five hundred dollars and no cents (\$500.00) effective January 1, 2023, provided the employee has completed a minimum of one (1) year of continuous service with the Authority.

##### 1. SERVICE DELIVERY – BUS SYSTEM

Bus Operator  
Collector  
District Supervisor  
Relief District Supervisor  
Traffic Supervisor I and II  
Senior Station Instructor  
Supervising Instructor I and II  
Instructor I and II  
Equipment Technician II and III

2. TRANSPORTATION AREAS – RAIL SYSTEM

CSR - CSA  
Rapid Transit Operator (RTO)  
Motor Operator  
Supervisor I and II  
Universal Rail Supervisor  
Supervising Instructor I and II  
Instructor I and II  
Agent Supervisor (Customer Assistant Supervisor)  
Extra Board Switchman  
Extra Board Towerman

B. PAYMENT OF ALLOWANCE The uniform allowance shall be payable by voucher directly to vendors designated by the Authority in an amount not to exceed the maximum amount of the uniform allowance. The uniform allowance voucher shall be made available to the employee on the first full pay period following the employee's anniversary date of employment with the Authority.

1. New employees who are required to provide their own initial uniform as a condition of employment shall receive the standard yearly uniform allowance when the employee becomes eligible.

2. Unused portions of a uniform voucher will be carried over for use with the following year's allotment, but in no event will the amount carried over exceed twenty (20) percent of the applicable allowance.

C. MATERNITY UNIFORM AND KNEE-LENGTH SUMMER CLOTHING A union-management committee consisting of two (2) representatives appointed by Local 241 and two (2) representatives appointed by Local 308 and four (4) representatives appointed by the CTA, with full right of substitution, shall establish approved maternity and work clothing and uniforms for pregnancies and approved knee-length uniform clothing to be worn during the summer at the employee's option. This committee also shall study alternative uniform supplier(s).

II. WORK CLOTHING ALLOWANCE

A. ELIGIBLE EMPLOYEES An employee, excluding a part-time employee, in a classification listed below shall receive a work clothing allowance of one hundred and eighty-one dollars and fifty cents (\$181.50), which shall be increased to three hundred seventy nine dollars and no cents (\$379.00) effective January 1, 2023 per year, provided the employee has completed a minimum of ninety (90) days of continuous service with the Authority.

1. MAINTENANCE AREAS – BUS MAINTENANCE

Bus Mechanic  
Tire Repairer  
Bus Handler

Bus Interior Cleaning Machine Operator  
Engine Blower  
Bus Servicer  
Mobile Bus Repairer  
Shop Tractor Operator  
Laborer  
Shop Inspector  
Garage Instructor I and II  
Resident Instructor  
P.M. Resident Instructor  
Senior Garage Instructor

2. MAINTENANCE AREAS – BUS

Boiler Maintainer  
Group Leader of Laborers  
Laborer “A”  
Laborer  
Janitor

3. MATERIALS MANAGEMENT DEPARTMENT

Laborer  
Trolley Tender  
Paver Burner  
Fork Lift Operator

4. TRANSPORTATION AREAS – RAIL SYSTEM

Picking Switchman  
Picking Towerman  
Work Train Conductor

5. MAINTENANCE AREAS – RAIL MAINTENANCE

Car Repairer “A” and “B”  
Car Servicer  
Motor Blower  
Shop Tractor Operator  
Laborer  
Inspection Terminal Instructor I and II  
Senior Inspection Terminal Instructor

6. MAINTENANCE AREAS – RAIL SYSTEM MAINTENANCE

Laborer  
Track Worker (includes former Track Worker I and II)  
Track Welder and Track Welder Helper  
Loader Grinder Operator

Work Car Derrick Operator  
Janitor  
Crane Operator "A"  
Crane Operator Helper  
Derrick Car Laborer

7. MATERIALS MANAGEMENT DEPARTMENT

Laborer  
Trolley Tender  
Paver Burner  
Fork Lift Operator

B. PAYMENT OF ALLOWANCE The work clothing allowance shall be made available to an eligible employee on the first day of December of each year, except that during an employee's first year of employment the work clothing allowance will be available when the employee has accumulated ninety (90) days of continuous service. The work clothing allowance shall be paid in cash except in the case of certain classifications to be designated by the Authority.

C. VOUCHER PAYMENT PROCEDURES FOR CERTAIN CLASSIFICATIONS Employees in certain classifications (to be designated by the Authority) will be required to be dressed in specific work clothing. Such employees shall receive the work clothing allowance by means of a voucher, payable directly to vendors designated by the Authority in an amount not to exceed the maximum amount of the work clothing allowance.

D. LOCAL 241 JANITORS An employee of the Service Delivery Department, in the classification of Local 241 janitor shall receive a work clothing allowance of one hundred thirty three dollars and sixty five cents (\$133.65), which shall be increased to three hundred thirty one dollars and fifteen cents (\$331.15) effective January 1, 2023 per year, provided the employee has a minimum of ninety (90) days of continuous service. During the employee's first year of employment, the clothing allowance will be paid when the employee has accumulated ninety (90) days of continuous service.

Employees will be eligible to receive a work clothing allowance after completion of one (1) year of continuous service.

The work clothing allowance will be payable on the first full pay period following the employee's anniversary of employment.

E. SHOE ALLOWANCE Employees in the Engineering and Maintenance Department who are eligible to receive a work clothing allowance will also receive a shoe allowance of sixty dollars and fifty cents (\$60.50) per year, under the same terms and conditions as apply to the work clothing allowance under Articles 4.6 II A, B, C and D above. Equipment Technicians II, Equipment Technicians III, Maintenance Payroll Clerks, and Reprographers shall receive the aforesaid shoe allowances.

F. CENTRAL COUNTING Central Counting employees in the Local 241 bargaining unit will be issued uniforms with name tags.

G. CASH BOX PULLERS Box pullers in the Local 241 bargaining unit shall receive a work clothing allowance and not a uniform allowance for the year they are box pullers.

### III. MILITARY SERVICE PRORATION

When an employee, who would have been eligible to receive a uniform or work clothing allowance had the employee not been on military service furlough when such allowance was due, returns from active duty in the armed forces, the employee shall be eligible to receive the appropriate allowance the employee's classification would provide. This allowance will be prorated from the time of the employee's previous anniversary of employment date to the date when the military service furlough became effective, allowing one-twelfth (1/12) of the allowance for each thirty (30) days. The allowance will be paid to the employee only after the employee has worked two (2) payroll periods after reinstatement from military service. Subsequent uniform or work clothing allowances shall be in conformity with the provisions relating to such allowance. Notwithstanding anything to the contrary in this Agreement, the Parties have agreed to interpret this provision consistent with USERRA.

4.7 PHYSICAL EXAMINATION An employee requested by the Authority to report for a physical examination at the Medical Department shall be paid actual time or a minimum of three (3) hours of pay, whichever is greater.

### 4.8 COURT AND LEGAL PROCEEDING APPEARANCE

(a) An employee required by the Authority to meet with attorneys, attend court or appear in other similar proceedings during the employee's scheduled work hours may be compensated by the Authority for what the employee's run or trick pays, with a minimum of eight (8) hours of pay. In the event that the Authority directs the employee to return to his or her work assignment for further work in the employee's job classification, not to end beyond the employee's regular quitting time, the employee shall be paid for all time spent beyond eight (8) hours subject to the applicable weekly overtime provision. When an employee's appearance is required on a scheduled day off, the employee shall be compensated for all time spent, with a minimum of eight (8) hours of pay subject to applicable weekly overtime.

(b) Employees required to appear in Traffic Court in response to a summons in a non-accident incident shall not be compensated for any time so spent. The Authority shall make every effort to reduce or eliminate any wage loss by assigning the employee to available work to be performed on the day the court appearance is completed.

4.9 FUNERAL LEAVE An hourly rated employee will be granted an allowance of three (3) days off with eight (8) hours of pay for attending the funeral of the employee's spouse, child, step-child, mother, father, step-parent, parent of spouse, brother, sister, grandparent and any dependent relative domiciled in the employee's home. No employee

will perform work on a day for which the employee is compensated for funeral leave, except in a case of emergency.

4.10 MILITARY DUTY – CIVIL DISORDERS An employee called to active state service relating to civil disorders within the State of Illinois shall be paid the difference between the daily remuneration received from the State agency and the employee's wages, with a minimum of eight (8) hours of pay for all scheduled work time lost.

4.11 EMERGENCY CALLS Only in case of emergencies shall employees be called after 11:00 P.M. if they are needed for work at a time earlier than their scheduled starting time. Emergencies shall be defined by the Authority.

4.12 TEMPORARILY ASSIGNED EMPLOYEES Employees who are temporarily assigned to duties which require using skills for higher rated work other than those contained in the employee's job description shall be paid at the higher rate. If on any day an employee performs such work for more than three (3) hours the employee shall be paid at the higher rate for the entire day, provided that time and one-half (1-1/2) the higher rate will be paid for all time worked in excess of eight (8) hours per day.

4.13 ERROR IN RUN ASSIGNMENT If in the event of a clerical error an extra man is assigned a run and the run has been claimed by the regular man who picked it, the extra man will be assigned or released within thirty (30) minutes and paid a minimum of eight (8) hours of pay.

4.14 TRAINING/INSTRUCTION If an employee is assigned to attend training/instruction as his or her day's assignment, then he or she will receive what his or her run or trick pays, with a minimum of eight (8) hours of pay.

4.15 PAYCHECKS The Authority will not withhold employee paychecks for disciplinary purposes. However, under certain circumstances, the manager may issue paychecks, but the manager may not hold an employee's paycheck to compel the employee to see the manager. All deductions on an employee's paycheck shall be explained on the paycheck stub, and any special pay additions shall be explained.

A grievance settlement shall be reduced to writing, signed and dated by a representative of the Employee Relations Department and a representative of Local 241 or Local 308 no more than seven (7) days after the agreement is reached between the Union and the CTA. All settlement and arbitration award checks involving payment for five (5) days or more shall be drafted separately. Grievance settlement and arbitration award checks will be paid no later than the second full pay period after the grievance settlement has been signed or a final arbitration award has been issued, unless the legality of such award is contested by the Authority.

If an arbitration award or grievance settlement is not paid by the second full pay period from the date the grievance settlement is fully executed by all parties or a final arbitration award has been issued, the Union shall contact the Vice President of Employee Relations or designee and the Vice President of Employee Relations or designee will contact the Authority's Payroll Department and advise it of the failure to make payment in a timely fashion. If payment is not made in two (2) business days



thereafter, and the affected employee so requests, the Vice President of Employee Relations or designee shall assist the employee in obtaining a pay card. The Authority shall provide the appropriate Union a copy of the Vice President of Employee Relations Compensation Memorandum. The Authority shall notify the Union in writing when one (1) of its bargaining unit members is issued a pay card.

If an employee's paycheck is short two hundred dollars (\$200.00) or more because the Authority is at fault, an adjustment will be made within two (2) business days (Monday through Friday) from the date of inquiry; provided, however, where no investigation is needed, the Authority will attempt to pay the employee on the date of inquiry, where possible.

If the employee's paycheck is short two hundred dollars (\$200.00) or more through the employee's own negligence, the adjustment shall be made at the next pay period, unless the employee's negligence was caused by extreme emergency, which shall be as determined by the Authority.

If, in a first deduction for a wage garnishment, the employee presents a stipulation of dismissal and a letter from the attorney stating that the garnishment was made in error, or evidence that arrangements have been made to pay the debt, the Authority will make immediate reimbursement. However, if two (2) or more deductions have been made, reimbursement will be made only at the next pay period, unless it can be verified that the employee was off from work and did not know about the first deduction because he was not able to pick up the paycheck showing the first deduction.

The Employee Relations Department will obtain from Payroll/Accounting the date on which the employee will be compensated for settlements involving only wages prior to sending a letter to the Union with said date.

For new hires and newly transitioned employees whose payment during the pay period constituting the pay day cannot be made on the appropriate pay day, arrangements will be made to provide them with an advance payment to cover the days worked. This advance payment will be deducted from the employee's paycheck on the next regular pay day.

Payment due for seven (7) day sick pay will be paid in a separate check.

The Authority will make arrangements for the direct deposit of paychecks.

## **ARTICLE 5 – OTHER PAY PROVISIONS, BUS SYSTEM, LOCAL 241**

**5.1 MINIMUM GUARANTEE: STO EMPLOYEES** The working week of all Scheduled Transit Operations ("STO") employees, who are defined as those employees within the classifications of bus operator (full-time and part-time) and box puller shall be forty (40) hours. An STO employee shall be eligible for a weekly minimum guarantee of forty (40) hours of pay under the following conditions:

(a) If picked work, the employee must pick a minimum of thirty eight and one-half (38.5) hours of work and perform all of this picked work to be eligible for a weekly

forty (40) hour guarantee. This stipulation includes work as determined by platform and allowances only. Lunch and spread are excluded. If an employee does not pick a minimum of thirty-eight and one-half (38.5) hours, he or she will not be eligible for the weekly forty (40) hour guarantee.

(b) All paid time will count toward the forty (40) hour weekly guarantee.

(c) Whenever during a pick an employee cannot pick sufficient hours to allow him or her to work a minimum of thirty-eight and one-half (38.5) hours for the week, the pick will be stopped and all unpicked work will be filled from the extra board.

Operators shall not lose any time as a result of shortage of vehicles, breakdowns or any conditions over which they have no control.

No runs will be scheduled for less than seven (7) hours of platform time.

Extra board employees shall be guaranteed forty (40) hours of pay per week. If work is assigned under extra board procedures, an employee will receive the forty (40) hour weekly guarantee. Failure to report for work and fill an assignment when requested for any cause whatsoever on any one (1) of the five (5) days in the calendar week, exclusive of regularly scheduled days off, shall break the forty (40) hour weekly guarantee. Extra board will be treated under the same rules as stated above with the exception of someone on a "Show." Show-up time is the time the operator is to report for work. All time that an operator is on show-up is time worked. Any assignment while on show-up will pay for time worked, including show-up time. Extra board employees reporting for work shall be held on show for two (2) consecutive hours. If an extra board employee on a show does not receive work within the timeframe of the show, the employee will receive eight (8) hours of pay for the day and will get eight (8) hours credited toward his or her forty (40) hour weekly guarantee. All sitting time will be credited toward the forty (40) hour weekly guarantee.

All extra board employees shall have two (2) regularly scheduled days off per week, and any work performed by extra board employees on those days off shall not count toward the forty (40) hour weekly guarantee if the employee is available for all assignments and works as assigned on each of the specified work days. Pay for holidays not worked will apply in accumulating hours used in the compilation of the forty (40) hour weekly guarantee for bus operators on the extra list.

The Authority may, in its discretion, institute a program at selected or all garages under which scheduled days off for operators picking the extra board will be restructured, so that an extra board operator will have one (1) picked day off each week, plus rotating weekend days off.

## 5.2 OVERTIME

A. STO EMPLOYEES Any STO operator who picks at least thirty-eight and one-half (38.5) hours per week, who completes all of his or her week's assignments and works additional work shall be paid time and one-half (1-1/2) for all time worked in excess of his or her regular work week. Borrowing is not allowed. Extra board operators who

have satisfied the minimum guarantee in Section 5.1 above will be paid time and one-half (1-1/2) for additional work.

If an STO employee works overtime during a week in which the STO employee was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business) the STO employee will be paid at time and one-half (1-1/2) only for work performed in excess of forty (40) hours per week.

Lunch, spread time, holiday premium, and holiday pay for a scheduled day off will not count toward obtaining the forty (40) hours necessary for weekly overtime. Weekly overtime shall not be duplicated.

#### B. NON-STO EMPLOYEES

The working day of all Non-STO employees shall be eight (8) hours. All Non-STO employees shall be paid at the rate of time and one-half (1-1/2) for all time worked over eight (8) hours in any one (1) day, and for all time worked over forty (40) hours in any calendar week, but daily and weekly overtime shall not be duplicated.

To qualify for weekly overtime, a Non-STO employee must have worked his or her five (5) scheduled work days during the work week except if the Non-STO employee is absent for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business but daily and weekly overtime shall not be duplicated.

Overtime compensation per hour for all salaried Non-STO employees, who are paid on a monthly, semi-monthly or bi-weekly basis, shall be computed by multiplying the monthly rate by twelve (12) and dividing the results by two thousand and eighty (2,080) (fifty-two (52) weeks times forty (40) hours) and multiplying the result by one and one-half (1-1/2).

Overtime for Non-STO employees in what was once known as the General Office Seniority District shall be in accord with practices in effect on the day of this Agreement.

Evening overtime for Non-STO employees performing office or clerical work shall not require two (2) unpaid meal periods in one day.

5.3 SPREAD TIME Any run scheduled over a longer spread than ten and one-half (10.5) hours shall pay a premium of one-half (1/2) time for all time in excess of such ten and one-half (10.5) hours. This spread time allowance shall be paid in addition to all other straight time and overtime payments required by other provisions of this Agreement; however, the spread time allowance shall not count toward obtaining the forty (40) hours necessary for weekly overtime. This paragraph also applies to traffic checkers in the Operations Planning Department when working a regular split shift and to bus service supervisors.

Runs including spread time shall be completed within thirteen (13) hours as elsewhere provided. Any employee required to work beyond thirteen (13) hours

measured from the time the employee reports until the end of the employee's workday shall receive double time for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

Swings will be allowed from 0400 hours until 2000 hours under the following restriction: no more than seven (7) percent of the swings can start before 0530 hours.

All swing runs shall finish no later than 8:00 P.M.

There shall be no three (3) piece runs.

5.4 REPORT TIME All bus operators shall be allowed fifteen (15) minutes when commencing the day's work and ten (10) minutes for a second pullout. Such time is for preparing themselves and their buses, making reports or performing such other duties as may be required by the Authority for the day's work.

5.5 MEAL RELIEF Bus operators shall be allowed a fall-back for meals of not less than thirty (30) minutes. Fall-backs shall be provided on all streets where terminal facilities permit. Where terminal facilities do not permit a fall-back on straight runs, except in the case of Sunday and holiday runs which are elsewhere covered, operators shall be allowed a relief for meals of not more than one (1) hour and shall not be paid for the time they are so relieved from work, it being understood that no runs shall be scheduled to work more than five and one-half (5-1/2) consecutive hours without a fall-back or relief for meals. Bus operators on certain owl runs shall be permitted to stop at locations designated by their supervisor/controller for the purpose of purchasing and picking up a meal only when their bus has no passengers.

Straight runs on Sunday and holidays shall have a scheduled fall-back or meal relief of not less than thirty (30) minutes, which shall be paid for thirty (30) minutes.

Where feasible, as determined by the Authority, the Authority will try to schedule as few runs of over four and one-half (4-1/2) hours without meal relief or fall-back as is possible.

5.6 WORK AWAY FROM REGULAR STATIONS When an employee reports to his or her regular station and is then required to report to a station at which he or she is not regularly employed, the employee shall be paid for time going to and returning from such other station, and if not receiving work at such other station, the employee will be paid for an eight (8) hour day, which shall include the time going to and returning from his or her regular station.

5.7 SNOW EQUIPMENT WORK Bus operators working on snow equipment shall be paid the rates received by them in their regular work, and after working forty (40) hours either on snow equipment or a combination of snow equipment and their regular work, shall be paid one and one-half (1-1/2) times the employee's straight time hourly rate for weekly overtime. No bus operator shall lose any time from his or her regular schedule on account of snow equipment work. Any regular employee detailed for the above work who loses his or her regular scheduled day's work shall be paid not less than what his or her regular run calls for.

5.8 GARAGE CLERK'S POOL Employees temporarily assigned from the garage clerk's pool shall receive the first year rate of the garage clerk classification.

5.9 PLANT MAINTENANCE LABORERS Plant maintenance laborers called out and ordered to report for work as soon as possible shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate from the time the employee receives the call, but shall receive not less than the equivalent of three (3) hours of pay at straight time.

## **ARTICLE 6 – BLOCK RUNS, LOCAL 241**

6.1 BLOCK RUNS – LOCAL 241 Notwithstanding any other provisions of the Agreement to the contrary, the Authority will be permitted to operate Block Runs as follows. The Authority and Local 241 agree that, with the exception of the grievance resolution committee established therein, which has been abolished, the provisions of the interest arbitration award dated November 12, 2003 relating to block runs remain in effect unless specifically changed by the provisions of this Article.

6.2 DEFINITION Block Runs will consist of forty (40) hours scheduled over four (4) days. Scheduled days off for Block Runs will consist of Saturday and Sunday off along with one (1) of the weekdays (Monday through Friday). At least twenty (20) percent of all Block Runs will be scheduled off on Monday and Friday, respectively.

The total number of Block Runs may be up to twenty (20) percent of all runs Monday through Saturday for computation purposes.

6.3 MINIMUM GUARANTEE An operator who picks (not extra board) a Block Run assignment will work the Block Run on four (4) days and will be guaranteed forty (40) hours pay for the Block Run assignment provided the operator is available and works the complete Block Run assignment. The Block Run will pay for time worked. There is no daily guarantee. Recalculation will be eliminated.

All extra board bus operators will have a guarantee of forty (40) hours over five days and shall have at least two (2) regularly scheduled days off per week. The two (2) scheduled days off for extra board operators will be fixed and not rotated, and any work performed on those days off shall not count toward the forty (40) hour guarantee. Pay for holidays not worked will apply in accumulating hours used in the computation of the forty (40) hour weekly guarantee for bus operators working Block Runs on the extra list. For an operator on the extra board, any day lost through absence will be deducted as eight (8.0) hours from his or her five (5) day forty (40) hour weekly guarantee. Extra board operators working Block Runs reporting for work shall be held on call for two (2) consecutive hours. Holds will no longer be assigned. Designated extra board will be eliminated. There will be one (1) extra board.

6.4 OVERTIME All bus operators working Block Runs shall be paid at the rate of time and one-half (1-1/2) for all time worked over forty (40) hours in any calendar week. If an operator works overtime during a week in which the operator was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or

appointed Union official on Union business) the operator will be paid at time and one-half (1-1/2) only for work performed in excess of forty (40) hours for the week.

6.5 SPREAD TIME Block Runs shall be completed within thirteen (13) hours from report time to finish time. There is no spread premium pay. Effective January 1, 2013, any employee required to work beyond thirteen (13) hours measured from the time the employee reports until the end of the employee's workday shall receive double time for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

6.6 REPORT TIME All bus operators working Block Runs shall be allowed fifteen (15) minutes when commencing the day's work and ten (10) minutes for a second pullout. Such time is for preparing themselves and their buses, making reports or performing such other duties as may be required by the Authority for the day's work.

6.7 MEAL RELIEF Bus operators working block runs shall be allowed a fall-back for meals of not less than thirty (30) minutes. Fall-backs shall be provided on all streets where terminal facilities permit. Where terminal facilities do not permit a fall-back on straight runs, operators shall be allowed a relief for meals of not more than one (1) hour and shall not be paid for the time they are so relieved from work, it being understood that Block Runs shall not be scheduled to work more than five and three-quarters (5-3/4) consecutive hours without a fall-back or relief for meals.

6.8 WORK AWAY FROM REGULAR STATIONS When a bus operator picking a Block Run reports to his or her regular station and is then required to report to a station at which he or she is not regularly employed, the employee shall be paid for time going to and returning from such other station.

6.9 CALCULATION OF DAYS WORKED FOR VACATION DAYS Bus operators (not extra board operators) picking Block Runs shall be credited with one and twenty-five hundredths (1.25) days for each day worked.

6.10 PAY FOR HOLIDAYS, VACATION DAYS, VACATION RANDOM DAYS AND CERTAIN OTHER DAYS OFF Full-time operators will be paid eight (8) hours per day taken for holidays, vacations, vacation random days ("VRDs"), funeral leave, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business. If a holiday occurs on a scheduled day off, the operator will be paid eight (8) hours at straight time pay and the holiday pay will not count as time worked. If the operator works the holiday on his or her scheduled workday, the operator shall be paid eight (8) hours holiday pay plus the employee's straight time hourly rate for all time worked on that day. Employees who work holidays on a scheduled off day will be paid eight (8) hours holiday pay plus time and one-half for all time worked on that holiday. Holiday pay for a scheduled day off and holiday premium will not count as time worked.

6.11 ABSENCES If an operator (not extra board) is absent for any part of assignment due to sickness, failure to show up, missing, sniping off, trades, or other absences excluding paid holidays, the work missed will be deducted from forty (40) hour weekly guarantee or the scheduled weekly work hours, whichever is greater.

## **ARTICLE 7 – OTHER PAY PROVISIONS, RAIL SYSTEM, LOCAL 308**

### **7.1 GENERAL**

(a) **MINIMUM GUARANTEE** The working week of all Scheduled Transit Operations (“STO”) employees within the bargaining unit of Local 308, which includes: rapid transit operators (full-time and part-time), motormen (full-time and part-time), conductors (full-time and part-time), work train operators, work train conductors, yard leaders, flagmen (full-time and part-time), ticket agents (full-time and part-time) and customer assistants (full-time and part-time), shall be forty (40) hours. An STO employee shall be eligible for a weekly minimum guarantee of forty (40) hours of pay under the following conditions:

i. If picked work, the employee must pick a minimum of thirty-eight and one-half (38.5) hours of work and perform all of this picked work to be eligible for a weekly forty (40) hour guarantee. This stipulation includes work as determined by platform and allowances only. Lunch and spread are excluded. If an employee does not pick a minimum of thirty-eight and one-half (38.5) hours, he or she will not be eligible for the forty (40) hour guarantee.

ii. All paid time will count toward the forty (40) hour weekly guarantee.

iii. If work is assigned under extra board procedures, an employee will receive the forty (40) hour weekly guarantee if the employee is available for all assignments and works as assigned on each of the five (5) specified work days.

iv. Whenever during a pick an employee cannot pick sufficient hours to allow him or her to work a minimum of thirty-eight and one-half (38.5) hours for the week, the pick will be stopped and all unpicked work will be filled from the extra board.

### (b) **OVERTIME**

(1) **STO Employees** All time worked by an STO employee, in excess of forty (40) paid hours (excluding lunch, spread, holiday premium, and holiday pay for a scheduled day off) in any one (1) calendar week shall be paid at the rate of one and one-half (1-1/2) times the STO employee’s straight time hourly rate. Weekly overtime shall not be duplicated.

All STO employees shall be paid at the rate of time and one-half (1-1/2) for all time worked over forty (40) hours in any calendar week. If an STO employee works overtime during a week in which the employee was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business), the STO employee will be paid at time and one-half (1-1/2) only for work performed in excess of forty (40) hours for the week.

(2) **Non-STO Employees** The working day of all Non-STO employees shall be eight (8) hours. All Non-STO employees shall be paid at the rate of time and one-half (1-1/2) for all time worked over eight (8) hours in any one day, and for

all time worked over forty (40) hours in any calendar week, but daily and weekly overtime shall not be duplicated.

To qualify for weekly overtime, a Non-STO employee must have worked his or her five scheduled work days during the work week except if the employee is absent for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated.

Overtime compensation per hour for all salaried Non-STO employees, who are paid on a monthly, semi-monthly or bi-weekly basis, shall be computed by multiplying the monthly rate by twelve (12) and dividing the results by two thousand and eighty (2,080) (fifty-two (52) weeks times forty (40) hours) and multiplying the result by one and one-half (1-1/2).

Evening overtime for Non-STO employees performing office or clerical work shall not require two (2) unpaid meal periods in one day.

(c) SHOW-UP PAY The minimum pay for any employee reporting for a show-up shall be determined by the provisions of Attachment I, which is incorporated by reference herein.

(d) OTHER WORK Any employee required to work in other than his or her regular classification shall receive not less than his or her classified rate when doing such work.

(e) SNOW EQUIPMENT WORK An employee called out for snow work after 10:30 P.M., and before his or her next scheduled day's work begins, shall be paid for such work from the time he or she is called.

## 7.2 OPERATIONS EMPLOYEES

(a) RUNS AND TRICKS No runs or tricks will be scheduled for less than seven (7) hours of platform time.

All motor operator, conductor and operator work shall be built into regular runs scheduled for not less than seven (7) hours of platform time, exclusive of spread time allowance, except as modified by the provisions of Article 3.6 of this Agreement, concerning part-time employees.

Straight runs shall not contain more than eight and one-half (8-1/2) hours of platform work, excluding allowances and excluding lunch.

(b) INDIVIDUAL PIECES OF WORK All work not made up into full-time regular runs or tricks or short runs, such as scrub runs, trip work, special train work and extra work, shall pay for time actually worked, with a minimum three (3) hours of pay for each such individual piece of work.



Scrubs are allowed to be scheduled for rail service work, which will pay actual work time under seven (7) hours and will be worked by extra board personnel. Extra board personnel can work two (2) scrubs within a day's work as long as extra board procedures for assignments are followed. Flagging can be assigned in lieu of one (1) of these scheduled scrubs. The Authority may fill the remaining open work from the work books. There is no cap on scrubs. Effective the first pick in 2013, for employees who are assigned a scrub followed by a show-up, the show-up cannot exceed three (3) hours.

(c) SPREAD TIME Swing runs have an interval of two (2) hours between any two (2) pieces. There are no lunches on swing runs.

Swing runs or tricks requiring a longer spread than ten and one-half (10-1/2) hours shall pay premium of one-half (1/2) time for all time in excess of such ten and one-half (10-1/2) hours. This spread time allowance shall be paid in addition to all other straight time and overtime payments required by other provisions of this Agreement.

Swings will be allowed from 0400 hours until 2000 hours under the following restriction: no more than seven (7) percent of the swings can start before 0530 hours.

Not more than ten (10) percent of the total runs may contain three (3) pieces of work.

Swing runs shall not finish later than 8:00 P.M.

Swing runs or tricks shall be completed within thirteen (13) hours as elsewhere provided. Effective January 1, 2013, any employee required to work beyond thirteen (13) hours measured from the time the employee reports until the end of the employee's workday shall receive doubletime for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

(d) SUNDAY AND HOLIDAY MINIMUMS If an employee is required to report for work on a Sunday or New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, the employee's anniversary of birth and the employee's anniversary of employment, then the employee will receive pay based upon the hours actually worked, with a minimum three (3) hour guarantee.

(e) EXTRA LIST - TRAIN SERVICE Extra train service employees shall be assigned their work on a rotating basis. Extra train service employees, extra janitors and extra ticket agents shall be guaranteed a minimum of forty (40) hours of pay for five (5) days of work in each calendar week, provided they report for work five (5) days in that calendar week if so requested and fill all assignments. All extra train service employees, extra janitors and extra ticket agents shall have two (2) regularly scheduled days off in each calendar week and any work performed by these employees on such days off shall not be considered in computing the minimum guarantee. Failure to report for work and fill an assignment when requested, except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or an elected or appointed Union official on Union business, on any one (1) of the five (5) days in the calendar week, exclusive of the regularly scheduled days off, shall break the forty (40) hour weekly guarantee. The

provisions of this sub-section (e) shall not apply to part-time operators, who are covered under Article 3.6.III of this Agreement.

Holiday premium time and time for preparing accident reports shall not be used in computing the forty (40) hour weekly guarantee for extra train service employees, extra janitors and extra ticket agents.

Pay for holidays not worked shall apply in accumulating hours used in the computation for the forty (40) hour weekly guarantee for extra train service employees, extra janitors, and extra ticket agents.

Extra train service employees shall be paid back to their starting terminal. In computing time allowance when deadheading between the north side and south side divisions, one (1) hour deadhead time will be allowed instead of the actual time to the starting terminal. It is further understood that this applies only to the starting point on an assignment and that the assignment in the morning rush hour may be different from the assignment in the evening rush hour.

Extra train service employees marked up on schedule, if not given work, shall receive not less than three (3) hours of pay.

(f) WORKING TIME All pay time, exclusive of lunch, spread time, holiday premium, and holiday pay for a scheduled day off, shall be considered as working time and shall be included in the computation of weekly overtime. However, show-up time shall be absorbed into make-up time for the purposes of calculating weekly overtime.

(g) TURNING IN CELL PHONES Motor operators and operators will be granted an allowance of five (5) minutes for turning in CTA-issued cell phones each time they are required to do so. This allowance shall not be used in computing spread time.

(h) MEAL RELIEF AND RELAYS – TRAIN SERVICE A reasonable relay shall be provided between each trip except during the rush hours and under emergency conditions. All train service employees shall be given a meal relief of not less than thirty (30) minutes as schedules will permit. No such employees shall be scheduled to work more than five and one-half (5-1/2) consecutive hours without a relief for meals. Paid lunches will be of thirty (30) minute duration and there are no lunches on swing runs.

(i) TICKET AGENTS Ticket agents who are called out to report, if not given work, shall receive not less than three (3) hours of pay.

Ticket agents completing their work by turning in their daily report and receipts to the ticket agent replacing them shall be allowed five (5) minutes for preparing the daily report. This allowance shall not be used in connection with any spread time premium as provided elsewhere in this Agreement.

Ticket agents working straight tricks shall receive two (2) relief periods of ten (10) minutes each, plus transportation time when necessary. Ticket agents working at locations where one (1) relief period of twenty (20) minutes has been the prevailing

practice shall continue to receive the same amount of time for a relief period and are not entitled to any additional time or relief period. This provision shall not apply to ticket agents working a midnight shift.

Ticket agents working during the Owl periods of service shall have one (1) twenty (20) minute relief period.

(j) CUSTOMER ASSISTANT AGREEMENT The Customer Assistant Agreement effectuated July 3, 1997, is incorporated herein as Attachment E. The Customer Assistant Representative Agreement is incorporated herein as Attachment M.

Notwithstanding any other provision of, or side letter, to this Agreement to the contrary, during weekday scheduled hours of 0600 until 0900 (Monday-Friday, no holidays), the following rail stations will have customer assistants in them regardless of the entry ridership levels:

- Red Line                      13 stations      State Subway between North/Clybourn and Roosevelt Stations
- Blue Line                      13 stations      Dearborn Subway between Division and Clinton Stations
- Elevated Lines-              8 stations      State/Lake, Randolph/Wabash, Loop Elevated                      Madison/Wabash, Adams/Wabash, Structure                      Library/State/Van Buren, LaSalle/Van Buren, Quincy/Wells, Washington/Wells

Nothing in this Agreement restricts the Authority from opening or closing other stations within any of the three (3) identified rail lines.

(k) EXTRA TRIPS – TRAIN SERVICE EMPLOYEES Train service employees working extra trips because relief failed to report for work or extra trips are required due to emergency conditions or other work is required to be performed, shall be paid the wage rate of the classification of work performed at the applicable overtime rate or the three (3) hour guarantee, whichever is greater, for the time of the extra trip.

(l) POOL PERSONNEL The following provisions shall prevail for employees assigned from the station clerk, supervisor or instructor pools.

(1) Employees temporarily assigned from the station clerk's pool shall receive the first year rate of the position in which they are working. This provision shall not operate to reduce the pay rate of an employee below his or her present classified rate.

(2) Employees temporarily assigned from the supervisor's or instructor's pools shall receive an hourly rate of pay equivalent to the following:

- (a) During their first year in the pool, the first year rate of Grade 6;

- (b) During their second year in the pool, the second year rate of Grade 6;
- (c) During their third and subsequent years in the pool, the third year rate of Grade 6.

### 7.3 MAINTENANCE EMPLOYEES

(a) SCHEDULED WORK SUNDAYS Regularly scheduled Sunday work shall pay straight time.

(b) EMPLOYEES CALLED OUT FOR WORK If an employee is called and ordered to report for work at a specific time prior to normal reporting time, the employee shall be paid at the rate of one and one-half times (1-1/2) his or her straight time hourly rate from the time the employee so reports, but shall receive not less than the equivalent of three (3) hours of pay at straight time.

If an employee is called and ordered to report for work as soon as possible, the employee shall be paid at the rate of one and one-half (1-1/2) times his or her straight time hourly rate from the time he or she receives the call but the employee shall receive not less than the equivalent of three (3) hours of pay at straight time.

Janitors who are called out to work, if not given work, shall receive not less than the equivalent of three (3) hours of pay at straight time.

Only in cases of emergency shall janitors be called after 11:00 P.M. if they are needed for work at a time earlier than their scheduled starting time.

(c) EMERGENCY CALLS Employees who are called out to work, if not given work, shall receive not less than the equivalent of three (3) hours of pay at straight time.

(d) TERMINAL COMBINATION CLERKS Employees temporarily assigned from the terminal combination clerk's pool shall receive the applicable first year rate of the terminal combination clerk classification.

## **ARTICLE 8 – BLOCK RUNS, LOCAL 308**

8.1 BLOCK RUNS – LOCAL 308 Notwithstanding any other provisions of the Agreement to the contrary, the Authority will be permitted to operate Block Runs as follows:

8.2 DEFINITION Block Runs will consist of forty (40) hours scheduled over four (4) days with three (3) scheduled days off, consisting of at least twenty (20) percent off on Friday, Saturday and Sunday and at least twenty (20) percent off on Saturday, Sunday and Monday.

Twelve and one-half (12-1/2) percent of all runs Monday through Friday may be Block Runs.

8.3 MINIMUM GUARANTEE A motor operator, conductor and rapid transit operator who picks a Block Run assignment will work the Block Run on four (4) days and will be guaranteed forty (40) hours of pay for the Block Run assignment provided the motor operator, conductor or rapid transit operator is available for work and works the Block Run assignment. Block Runs will pay for time worked.

8.4 OVERTIME All motor operators, conductors and rapid transit operators working Block Runs shall be paid at the rate of time and one-half (1-1/2) for all time worked over forty (40) hours in any calendar week, but weekly overtime shall not be duplicated.

8.5 SPREAD TIME Block Runs shall be completed within thirteen (13) hours from report time to finish time. There is no spread premium pay. Effective January 1, 2013, any employee required to work beyond thirteen (13) hours measured from the time the employee reports until the end of the employee's workday shall receive double time for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

8.6 MEAL RELIEF AND RELAYS A reasonable relay shall be provided between each trip except during the rush hours and under emergency conditions. All Block Run motor operators, rapid transit operators and conductors shall be given meal relief of not less than thirty (30) minutes as schedules will permit. No such employees shall be scheduled to work more than five and three-fourths (5-3/4) consecutive hours without a relief for meals.

8.7 CALCULATION OF DAYS WORKED FOR VACATION DAYS Block Run motor operators, rapid transit operators and conductors working Block Runs shall be credited with one and twenty-five hundredths (1.25) days worked; i.e., if the motor operator, rapid transit operator or conductor works four (4) days on a Block Run, said employee for vacation credit will be given five (5) days credit for vacation formula purposes.

8.8 PAY FOR HOLIDAYS, VACATION DAYS, VACATION RANDOM DAYS AND CERTAIN OTHER DAYS OFF Block Run motor operators, rapid transit operators and conductors who work Block Runs will be paid eight (8) hours per day taken for holidays, vacations, vacation random days, funeral leave, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business. If a holiday occurs on a scheduled day off, the holiday will be paid eight (8) hours at straight time pay and the holiday pay will not count as time worked. If an employee works the holiday on his or her scheduled workday, that employee shall be paid eight (8) hours holiday pay plus time and one-half (1-1/2) the employee's straight time hourly rate for all time worked on that day. Holiday pay for a scheduled day off and the holiday premium will not count as time worked. 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.

8.9 CUSTOMER ASSISTANT WORK Customer Assistant work will not be blocked.

## **ARTICLE 9 – HOLIDAYS, BUS SYSTEM, LOCAL 241**

**9.1 (a) HOLIDAY PAY** New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, or the days set aside for such holidays, and the day of the employee's anniversary of birth and the day of the employee's anniversary of employment will be paid holidays and any employee who does not work or is on vacation on said holidays will receive wages for eight (8) hours for each of said holidays not worked. Those employees who work holidays on a scheduled work day shall be paid at the employee's straight time hourly rate for all time worked on said holidays and the eight (8) hours of holiday pay. An employee who is entitled to a paid holiday and who is called out to perform work on a holiday shall receive both the holiday pay and pay at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for all time worked on that holiday, subject to the applicable minimum guarantees. 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.

The holiday guarantees shall not apply to any newly hired employees with less than ninety (90) days of continuous service.

Employees must have more than one (1) year of continuous service in order to be eligible for holiday pay on their anniversary of employment or anniversary of birth. The intent of this provision is that an employee would be eligible for a paid holiday for his or her birthday next succeeding completion of one (1) year of service and for the employee's second (and successive) anniversary dates of employment.

**MARTIN LUTHER KING, JR. HOLIDAY** In the event the Authority operates a holiday schedule on Martin Luther King, Jr. Day, such day shall be considered an additional paid holiday under the Agreement.

Unless and until the Authority operates a holiday schedule on Martin Luther King, Jr. Day and by reason of the foregoing provision it becomes a paid holiday under the Agreement, an additional floating holiday will be made available to each employee and will be considered to be in observance of Martin Luther King, Jr. Day.

This floating holiday will be picked prior to the start of the contract year in which it is to be taken in accordance with a provision to be established by the Authority.

**VETERANS DAY HOLIDAY** All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day operates.

In the event the Authority operates a holiday schedule on Veterans Day as established by the State of Illinois, then this personal leave day will cease to exist and Veterans Day shall then become a paid holiday under the Agreement.

**DAY AFTER THANKSGIVING HOLIDAY** All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave

day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day will operate.

In the event the Authority operates a holiday schedule on the day after Thanksgiving, then this personal leave day will cease to exist and the day after Thanksgiving shall then become a paid holiday under the Agreement.

When an employee, who is eligible for a paid holiday as set forth above, is absent from work because of illness or injury and is concurrently receiving wages under 7-Day Sick Plan, Accident and Sickness Insurance benefits or Workers' Compensation pursuant to the laws of the State of Illinois, the employee is entitled to holiday pay for applicable holidays, without diminution of his Accident and Sickness or Workers' Compensation benefits.

The eight (8) hours of holiday pay paid to an employee on a scheduled day off, on vacation or off due to illness or injury shall not be used in the computation of weekly overtime.

When a paid holiday coincides with another paid holiday or holidays, the employee shall be excused from work on the day or days immediately subsequent to the holiday and receive eight (8) hours of pay for each subsequent holiday or holidays. When the day or days immediately subsequent to the coincidental holiday is a scheduled day off, the employee shall receive eight (8) hours of pay for each such day. The eight (8) hours of time allowed for each holiday on a scheduled day off shall not be used in computing weekly overtime.

(a) If the Authority operates on a holiday schedule on any day other than Sunday or the standard holidays listed in the Agreement, employees will be paid holiday pay and paid for work on that day according to the same rules that apply to the standard paid holidays listed in Article 9.1 of the Agreement.

For the purpose of receiving holiday pay, "an employee" under this Article shall include an employee who, on the day before the holiday:

(1) was on, or placed on, layoff status because of lack of work (subject to Article 9.1 (c)); or

(2) was on a leave of absence approved by the Authority; or

(3) was on, or placed on, a disciplinary suspension (subject to Article 9.1 (c)); or

(4) had been absent from work for a period not exceeding twenty-six (26) consecutive weeks because of an illness or injury.

(b) In the case of an employee on layoff because of lack of work or on a disciplinary suspension, if the holiday falls within ten (10) days following the layoff or suspension and the employee is recalled or returns to work during the same ten (10) day period, the employee shall receive, in the week in which he returns to work, an extra day's

pay for such holiday. The amount received shall not be considered as hours worked for overtime purposes. If such employee is not recalled or does not return to work within the ten (10) day period, the employee is not entitled to the holiday pay.

(c) If the Authority determines to close any of its office locations for the standard holiday listed in the Agreement on the day which the Chicago business community is celebrating that holiday (the Friday preceding or Monday following), "an employee" under this Article who works at such office location will be off only on the day designated by the Authority. The Authority must notify Local 241 in writing thirty (30) calendar days in advance of the implementation of this provision.

9.2 ANNIVERSARY OPTION – MONTHLY SALARIED PERSONNEL Monthly salaried employees may elect to exercise an option when the employee's anniversary of birth or anniversary of employment occurs, in the following manner:

(a) Should the employee's anniversary of birth or anniversary of employment occur on a scheduled work day, the employee may change the date of the holiday to the work day immediately preceding or immediately subsequent to his or her previous or next regular days off and be excused from work and receive eight (8) hours of pay.

(b) Should the employee's anniversary of birth or anniversary of employment occur on a scheduled day off or during a selected vacation period, the employee may change the date of the holiday to the work day preceding or work day subsequent to his or her previous or next regular days off and be excused from work and receive eight (8) hours of pay. However, as an alternative to work day off, the employee may elect to receive eight (8) hours of pay for the holiday. Should the employee elect to receive the additional eight (8) hours of pay for the holiday, it shall not be used in computing weekly overtime.

(c) Should the employee's anniversary of birth or anniversary of employment occur during a period the employee is off work due to an injury or illness and the employee has less than one (1) year of service and is not receiving a salary, the employee shall receive eight (8) hours of pay. Should the employee have one (1) year or more of service and be receiving a salary, the employee will not be eligible to receive an additional day off unless the anniversary of birth or anniversary of employment occurs on a scheduled day off, in which case the employee will receive an additional eight (8) hours of holiday pay. In the latter case, the eight (8) hours of pay shall not be used in computing weekly overtime.

Should one (1) or more holidays coincide, each such coincidental holiday shall be treated separately.

An employee must make arrangements with his supervisor in order to exercise his or her option a minimum of fourteen (14) calendar days preceding the holiday. The Authority shall determine the number of employees that can be excused on any one (1) work day.



9.3 ANNIVERSARY OPTION All personnel will have the option to work on their anniversaries of birth and employment at straight time plus eight (8) hours of holiday pay.

An employee in the Maintenance Areas of the Authority will have the option to take his or her anniversary of birth and employment as a floating holiday, subject to the following conditions: (1) any request to exercise the option must be made with the supervisor no less than thirty (30) calendar days prior to his or her anniversary of birth and employment, (2) supervisory approval is required before the option may be exercised, and (3) if the employee works on the anniversary of either his or her birth or employment and elects to take a floater only straight time will be paid.

## **ARTICLE 10 – HOLIDAYS, RAIL SYSTEM, LOCAL 308**

10.1 HOLIDAY PAY New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, or the days set aside for such holidays, and the day of the employee's anniversary of birth and the day of the employee's anniversary of employment will be paid holidays and any employee who does not work or is on vacation on said holidays will receive wages for eight (8) hours for each of said holidays not worked. Those employees who work holidays on a scheduled work day shall be paid the employee's straight time hourly rate for all time worked on said holiday and the eight hours of holiday pay. 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.

The holiday guarantees shall not apply to any newly hired employees with less than ninety (90) days of continuous service.

Employees must have more than one (1) year of continuous service in order to be eligible for holiday pay on their anniversary of employment or anniversary of birth. The intent of this provision is that an employee would be eligible for a paid holiday for his or her birthday next succeeding completion of one (1) year of service and for the employee's second (and successive) anniversary dates of employment.

MARTIN LUTHER KING, JR. HOLIDAY In the event the Authority operates a holiday schedule on Martin Luther King, Jr. Day, such day shall be considered an additional paid holiday under the Agreement.

Unless and until the Authority operates a holiday schedule on Martin Luther King, Jr. Day and by reason of the foregoing provision it becomes a paid holiday under the Agreement, an additional floating holiday will be made available to each employee and will be considered to be in observance of Martin Luther King, Jr. Day.

This floating holiday will be picked prior to the start of the contract year in which it is to be taken in accordance with a provision to be established by the Authority.

VETERANS DAY HOLIDAY All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day operates.

In the event the Authority operates a holiday schedule on Veterans Day as established by the State of Illinois, then this personal leave day will cease to exist and Veterans Day shall then become a paid holiday under the Agreement.

DAY AFTER THANKSGIVING HOLIDAY All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day will operate.

In the event the Authority operates a holiday schedule on the day after Thanksgiving, then this personal leave day will cease to exist and the day after Thanksgiving shall then become a paid holiday under the Agreement.

An employee who works on said holiday will be paid in the following manner:

(a) OPERATIONS AREAS One and one-half (1-1/2) times the employee's straight time regularly classified rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled day off; the employee's straight time hourly rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled work day.

(b) RAIL MAINTENANCE One and one-half (1-1/2) times the employee's straight time regularly classified rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled day off; the employee's straight time hourly rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled work day.

(c) SYSTEM MAINTENANCE One and one-half (1-1/2) times the employee's straight time regularly classified rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled day off; the employee's straight time hourly rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled work day.

(d) NON-STO EMPLOYEES ONLY When a holiday falls on an active hourly rated employee's scheduled day off or during the vacation period, the employee may elect to receive eight (8) hours of pay for the holiday at his or her regularly classified rate or stipulate a work date off with eight (8) hours of pay at this regularly classified rate within a period of thirty (30) days preceding or sixty (60) days subsequent to such holiday, to be mutually agreed upon. In order to exercise this option, an employee must notify the Authority a minimum of three (3) days prior to the day the holiday occurs. This provision also applies when a holiday coincides with one (1) of the other paid holidays. Employees shall not have the right to exercise an option for the Easter Sunday holiday.

When a holiday falls on an active monthly rated employee's scheduled day off or during the vacation period, the employee will stipulate a work date off with eight (8) hours of pay at the regularly classified rate within a period of thirty (30) days preceding or sixty (60) days subsequent to such holiday, to be mutually agreed upon. This provision also applies when a holiday coincides with one (1) of the other paid holidays. Employees shall not have the right to exercise an option for the Easter Sunday holiday.

## 10.2 HOLIDAY SCHEDULES

(a) If the Authority operates on a holiday schedule on any day other than Sunday or the standard holidays listed in the Agreement, employees will be paid holiday pay and paid for work on that day according to the same rules that apply to the standard paid holidays listed in Article 10.1 of the Agreement.

(b) For the purpose of receiving holiday pay, an “active employee” under this Article shall include an employee who, on the day before the holiday:

(1) was on, or placed on, layoff status because of lack of work (subject to Article 10.2 (c)); or

(2) was on a leave of absence approved by the Authority; or

(3) was on, or placed on, a disciplinary suspension (subject to Article 10.2 (c)); or

(4) had been absent from work for a period not exceeding twenty-six (26) consecutive weeks because of an illness or injury.

(c) In the case of an employee on layoff because of lack of work or on a disciplinary suspension, if the holiday falls within ten (10) days following the layoff or suspension and the employee is recalled or returns to work during the same ten (10) day period, the employee shall receive, in the week in which he or she returns to work, an extra day’s pay for such holiday. The amount received shall not be considered as hours worked for overtime purposes. If such employee is not recalled or does not return to work within the ten (10) day period, the employee is not entitled to the holiday pay.

10.3 ANNIVERSARY OPTION All personnel will have the option to work on their anniversaries of birth and employment at straight time plus eight (8) hours of holiday pay.

An employee in the Maintenance Areas will have the option to take the anniversary of birth and employment as a floating holiday, subject to the following conditions: (1) any request to exercise the option must be made with the supervisor no less than thirty (30) calendar days prior to the anniversary of birth and employment, (2) supervisory approval is required before the option may be exercised, and (3) if the employee works on the anniversary of either birth or employment and elects to take a floater only straight time will be paid.

## **ARTICLE 11 – VACATIONS**

11.1 VACATION PLAN YEAR REQUIREMENT Years of continuous service, used in determining the vacation allowance an employee is to receive, in accordance with past practice, means full years of service from June 1st of one (1) year to May 31st of the next year, which for convenience will herein be referred to as a vacation plan year (“VPY”).

11.2 GENERAL Each employee covered by this Agreement shall receive a paid vacation in accordance with the provisions of this Article, provided the employee meets the service and eligibility requirements herein set forth. Vacations shall be picked within each departmental unit in accordance with district seniority. Such picks must be completed no later than April 15th.

Arrangements for vacation must be made with regard to the necessity of continuous working conditions in order that, in the judgment of the Authority, a sufficient number of employees will be available at all times to cover the various classes of work.

Vacations may not be made cumulative from year to year. Except as provided below, vacations may not be waived. An employee entitled to more than three (3) weeks of vacation shall have the right to advise the Authority in writing at least forty-five (45) days prior to the date on which the vacation selection process is scheduled to begin that the employee elects to receive pay and not take time off (in weekly increments) for all or a portion of vacation earned in excess of three (3) weeks. If an employee so elects, the vacation pay for the vacation week or weeks the employee opts to work shall be paid to the employee the first full pay day after June 1st of the vacation plan year.

Emergency vacation will be granted when an employee provides persuasive evidence that a bona fide emergency warrants such vacation and the employee is entitled to vacation time.

An employee desiring a change in a scheduled day off may make such request in writing to the Authority stating the reason for the request and the alternate day off desired. The granting of such request is subject to the approval of the Authority.

11.3 CONTINUOUS SERVICE BREAKS For the purpose of determining eligibility for the vacation allowance, continuous service will be interpreted to include a break, or breaks, in service aggregating not more than three (3) years, provided such break, or breaks, in service was the result of a layoff, or layoffs, initiated by the management and provided further that the employee returned to work when called. If an employee's continuous service record includes such a break, or breaks, in service, which, in the aggregate exceeds three (3) years, the employee may still qualify for three (3) weeks, four (4) weeks, five (5) weeks or six (6) weeks of vacation, provided the employee's continuous service less any broken service, as above defined, in excess of three (3) years, equals or exceeds five (5) years, ten (10) years, twenty (20) years or thirty (30) years as the case may be.

11.4 200 DAY REQUIREMENT To receive the established normal vacation allowance an employee must have worked at least two hundred (200) days during the preceding calendar year. If the employee worked less than two hundred (200) days during the calendar year, the employee will receive only a pro-rated vacation allowance. In determining the two hundred (200) working day requirement for vacation eligibility, not more than thirty (30) working days' absence because of certified illness or off-duty injury shall be included as days worked.

Employees who are sick for thirty (30) or more consecutive work days will be credited with such work days actually sick, provided the employee worked during the calendar year.

Employees injured on duty will be allowed full credit for days lost in determining the two hundred (200) day working requirement for vacation eligibility, provided that the employee worked during the calendar year.

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

For the purpose of determining whether the two hundred (200) day work requirement has been met, the Authority will count the days worked during the calendar year preceding the VPY.

11.5 PAY BASIS The employee's classified rate of pay at the time the employee received his or her vacation will be used in computing his or her vacation pay allowance.

11.6 VACATION FORMULA Each employee in the continuous service of the Authority as of June 1st will receive a paid vacation during the VPY in accordance with the following schedule, provided the employee has worked at least two hundred (200) days during the previous calendar year.

<u>Years of Continuous Service</u>	<u>Vacation Allowance</u>	<u>Vacation Pay</u>
1 year but less than 2 years	7 consecutive days	40 hours
2 years or more but less than 5 years	14 consecutive days	80 hours
5 years or more but less than 10 years	21 consecutive days	120 hours
10 years or more but less than 20 years	28 consecutive days	160 hours
20 years or more but less than 30 years	35 consecutive days	200 hours
30 years or more	42 consecutive days	240 hours

11.7 PRO-RATED FORMULA Employees in the continuous service of the Authority as of June 1st, but who have not worked at least two hundred (200) days during the previous calendar year, will receive a paid vacation pro-rated on the number of days actually worked in accordance with the following schedules.

**Schedule A:** Pro-rated schedule for employees having less than one (1) year of service and for employees having one (1) year of service but less than two (2) years of service

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Employees having less than one (1) year of service with minimum calendar days in service

	<u>Days worked</u>	<u>Vacation Allowance in working days with eight (8) hours pay per day</u>
	0 to less than 40	0
73	40 to less than 80	1
146	80 to less than 120	2
219	120 to less than 160	3
292	160 to less than 200	4
365	200 plus	5

**Schedule B:** Pro-rated schedule for employees having two (2) years or more but less than five (5) years of continuous service

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<u>Days worked</u>	<u>Vacation Allowance in working days with eight (8) hours pay per day</u>
0 to less than 20	0
20 to less than 40	1
40 to less than 60	2
60 to less than 80	3
80 to less than 100	4
100 to less than 120	5
120 to less than 140	6
140 to less than 160	7
160 to less than 180	8
180 to less than 200	9
200 plus	10

**Schedule C:** Pro-rated schedule for employees having five (5) years or more but less than ten (10) years of continuous service

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<u>Days worked</u>	<u>Vacation Allowance in working days with eight (8) hours pay per day</u>
0 to less than 13	0
13 to less than 27	1
27 to less than 40	2
40 to less than 53	3
53 to less than 67	4
67 to less than 80	5
80 to less than 93	6
93 to less than 107	7
107 to less than 120	8
120 to less than 134	9
134 to less than 147	10
147 to less than 161	11
161 to less than 174	12
174 to less than 187	13
187 to less than 200	14
200 plus	15

**Schedule D:** Pro-rated schedule for employees having ten (10) years or more but less than twenty (20) years of continuous service

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<u>Days worked</u>	<u>Vacation Allowance in working days with eight (8) hours pay per day</u>
0 to less than 10	0
10 to less than 20	1
20 to less than 30	2
30 to less than 40	3
40 to less than 50	4
50 to less than 60	5
60 to less than 70	6
70 to less than 80	7
80 to less than 90	8
90 to less than 100	9
100 to less than 110	10
110 to less than 120	11
120 to less than 130	12
130 to less than 140	13
140 to less than 150	14
150 to less than 160	15
160 to less than 170	16
170 to less than 180	17
180 to less than 190	18
190 to less than 200	19
200 plus	20



**Schedule E:** Pro-rated schedule for employees having twenty (20) years or more but less than thirty (30) years of continuous service

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<u>Days worked</u>	<u>Vacation Allowance in working days with eight (8) hours pay per day</u>
0 to less than 8	0
8 to less than 16	1
16 to less than 24	2
24 to less than 32	3
32 to less than 40	4
40 to less than 48	5
48 to less than 56	6
56 to less than 64	7
64 to less than 72	8
72 to less than 80	9
80 to less than 88	10
88 to less than 96	11
96 to less than 104	12
104 to less than 112	13
112 to less than 120	14
120 to less than 128	15
128 to less than 136	16
136 to less than 144	17
144 to less than 152	18
152 to less than 160	19
160 to less than 168	20
168 to less than 176	21
176 to less than 184	22
184 to less than 192	23
192 to less than 200	24
200 plus	25

**Schedule F:** Pro-rated schedule for employees having thirty (30) years or more of continuous service

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<u>Days worked</u>	<u>Vacation Allowance in working days with eight (8) hours pay per day</u>
0 to less than 7	0
7 to less than 14	1
14 to less than 20	2
20 to less than 27	3
27 to less than 34	4
34 to less than 40	5
40 to less than 47	6
47 to less than 54	7
54 to less than 60	8
60 to less than 67	9
67 to less than 74	10
74 to less than 80	11
80 to less than 87	12
87 to less than 94	13
94 to less than 100	14
100 to less than 107	15
107 to less than 114	16
114 to less than 120	17
120 to less than 127	18
127 to less than 134	19
134 to less than 140	20
140 to less than 147	21
147 to less than 154	22
154 to less than 160	23
160 to less than 167	24
167 to less than 174	25
174 to less than 180	26
180 to less than 187	27
187 to less than 194	28
194 to less than 200	29
200 plus	30

11.8 VACATION PAY ADVANCE Employees who select three (3) or more consecutive weeks of vacation shall be entitled to receive vacation pay prior to the start of their vacation, provided the employee requests in writing such payment at least thirty (30) days prior to the start of the vacation.

11.9 ALLOWANCE IN LIEU OF EARNED VACATION – TERMINATION OF EMPLOYMENT OR SICKNESS In the event an employee leaves the service of the Authority before receiving all vacation allowances, the employee shall be paid all vacation allowances, including any pro-rated portion, based on the number of days actually worked during the current calendar year; however, an employee discharged for cause shall be ineligible for any pro-rata vacation allowance. This provision for the payment of the vacation allowance shall also apply to an employee who is eligible for a vacation, but becomes sick and cannot take the vacation when it is scheduled to be taken. However, no vacation pay allowance will be paid to an employee while said employee is receiving any form of sick benefit, except when the vacation period in question coincides with the last one (1), two (2), three (3), four (4), five (5) or six (6), as the case may be, weeks in the VPY available to the employee for vacation purposes, but this provision shall not operate to deprive any employee of the right to an earned vacation during the VPY after sick benefits cease.

11.10 ALLOWANCE IN LIEU OF EARNED VACATION – DEATH In case of the death of an employee, who was eligible to receive a vacation, as above defined, but who did not receive this vacation prior to his death, the vacation allowance shall be paid to the heirs, executors or administrators of the deceased employee.

11.11 PRO-RATED ALLOWANCE – MILITARY SERVICE, RETIREMENT OR DEATH Vacation pay allowances for employees who enter the military service of the United States or who return to the Authority after such military service or who retire or become deceased during the VPY will be paid pro-rated on the number of days actually worked during the current calendar year in accordance with the schedules set forth. Notwithstanding anything to the contrary, the parties have agreed to interpret this provision consistent with USERRA.

11.12 NON-CONSECUTIVE VACATION DAYS Employees who are eligible to pick three (3) or more complete weeks of vacation will be allowed to select one (1) week, five (5) days, of non-consecutive vacation days. Employees who are eligible for four (4) or more complete weeks of vacation will be allowed to select two (2) weeks, ten (10) days, of non-consecutive vacation days, hereinafter referred to as vacation random days (“VRDs”). Such days will not be made cumulative from year to year.

(a) The Authority will establish quotas in accordance with manpower availability as to how many individuals may be off at any time on vacations, random days, and or floating holidays.

(b) Employees may opt to select one (1) or two (2) weeks in the VRD program at the time of the regular vacation pick. Random days may be selected at a later time on a first come, first served basis. Permission for VRDs will be granted by superintendents,

managers, foremen, unit supervisors or supervisors within the employee's specific work unit and dependent on manpower constraints and controls.

(c) Operations – VRDs may be selected from five (5) to thirty (30) days prior to the day selected; however, a VRD may be granted up to reporting time on the day requested.

Maintenance – A three (3) day prior notice must be given, except where permission is granted by the foreman.

(d) When an employee opts to participate in the VRD program and gives up the weeks of scheduled vacation, the employee is not allowed to withdraw from the program for that vacation plan year.

(e) Under no circumstances will the employee have a right to demand a VRD.

(f) Requests for VRDs will be given preference over requests for requested days off ("RDOs") or random time off ("RTOs"), except that the Authority may permit RDOs for emergencies. An employee who takes an RDO or RTO will have the option for such day to be charged against any remaining VRDs or floating holidays.

(g) In Maintenance only, requests for time off not charged to VRDs or floating holidays may be considered as absenteeism.

(h) VRDs must be taken during the vacation plan year in which they are selected (June 1 through May 31).

## **ARTICLE 12 – OTHER WORKING CONDITIONS, GENERAL**

### **12.1 WASH AND DRESS TIME**

(a) BUS MAINTENANCE Garage division or shop division employees shall be allowed ten (10) minutes with pay to wash and dress immediately prior to the completion of the day's work.

(b) RAIL MAINTENANCE Inspection terminal shop employees shall be allowed ten (10) minutes for wash time and filing reports at the end of a daily trick.

12.2 LEAVE OF ABSENCE All employees shall be entitled to a leave of absence for good cause.

12.3 ACCIDENTS The Authority shall defend and save harmless any employee or the employee's estate, sued on account of any accident occurring in and arising out of the course of said employee's employment with the Authority, provided that said employee shall cooperate with the Authority and, upon the Authority's request, shall attend hearings and trials and shall do whatever is properly required to protect and defend the rights and property of the Authority and said employee.

## 12.4 UNION-MANAGEMENT COMMITTEES

(a) A union-management committee consisting of eight (8) individuals, four (4) representatives appointed by Local 241 and Local 308 in total and four (4) representatives appointed by the Authority, with full right of substitution, will meet and confer on issues of mutual concern, including but not limited to innovative work practices, such as self-directed work units, safety and security issues, child care facilities, providing insurance to cover the cost of replacing lost or theft of radios, transfer cards and refund cards and establishing a service award program and pilot programs. The committee may also discuss matters of mutual concern except for grievances and negotiating changes to this Agreement.

(b) Local 241 and Local 308 may each place a representative on the committee which administers the Authority's Welfare Fund. Said representatives shall have input but no right to vote on any decision.

(c) The Authority and Local 241 agree to establish a joint union-management committee to study the feasibility of establishing a procedure to categorize and review safety rule violations into a chargeable/non-chargeable system for violations related to personal injury within the bus maintenance areas.

(d) The Authority and Local 308 agree to establish a joint union-management committee to study the feasibility of establishing a procedure to categorize and review safety rule violations into a chargeable/non-chargeable system for violations related to personal injury within the rail maintenance areas.

(e) A union-management committee will meet and confer on issues concerning the past practice provisions of the CTA-ATU Wage and Working Conditions Agreement.

(f) The CTA is committed to the establishment of a Stress Management Program and will work with the Unions on the design of such a program and a date for its implementation.

(g) A joint committee will be established to study the feasibility of coupling trippers into a day's work for part-time employees.

(h) A union-management committee of six (6) representatives from the Authority, three (3) representatives from Local 241, and three (3) representatives from Local 308 shall be created to study non-posted transfers as proposed by the Union and Area 605 and Area 629 issues. This committee shall also study CTA's proposed changes to Section 12.1 of the Retirement Plan for Chicago Transit Authority Employees concerning the Social Security definition of disability.

(i) A union-management committee of representatives from the Authority and Local 241 will develop a two (2) garage pilot program designed at reducing absenteeism by allowing any full-time employee to recruit a part-time employee to work for the full-time employee to allow said employee to take a VRD (over the normal required number allowed) or to take a RDO. The part-time employee who accepts this assignment would be paid at straight time and this time would be over and above the weekly maximum

allowed. Both employees would have to acknowledge their willingness to the Authority. The Authority will authorize the trade by close of the next business day (Monday through Friday). A part-time employee would be allowed to accept only one (1) such assignment per week. The current practice regarding VRD's shall be retained. The program may be expanded, modified or stopped at the mutual agreement of the parties.

(j) A union-management committee of representatives from the Authority and Local 308 shall develop a two (2) terminal pilot program designed to reduce absenteeism by requiring any employee who wants to trade assignments to identify a qualified employee who would be willing to trade work assignments within the same work week (Sunday through Saturday). Both employees would have to acknowledge their willingness to trade to management. The Authority will authorize this trade by close of the next business day (Monday through Friday). The program may be expanded, modified or stopped at the mutual agreement of the parties.

(k) The CTA and Local 241 will establish a committee to discuss and implement the procedure for and use of the AVAS Program.

(l) The CTA and Local 308 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 this Agreement.

(m) The CTA and Local 308 agree to create a safety committee which will make nonbinding recommendations. The CTA agrees to re-issue SOP 7011 after Local 308 and CTA confer regarding additional language regarding safety.

(n) The CTA and Local 308 agree to meet to update the language of the Agreement to eliminate obsolete language, including references to obsolete job titles.

12.5 MUTUAL COOPERATION The Authority and Local 241 and Local 308 recognize the need for adequate police protection for passengers and employees. Therefore, in an effort to further upgrade the level of protection available on the bus and rail lines of the Authority, the parties agree that a joint effort should be made to petition all appropriate branches of government for such protection.

12.6 UNJUST CHARGES The Authority agrees that any employee who, upon investigation, is found to have been discharged or suspended unjustly shall be reinstated and reimbursed for all time lost from such discharge or suspension. When a performance control specialist ("spotter" or "PCS") reports a violation on the part of any employee, a notice to report shall be posted as soon as feasible, but no later than five (5) business days after the date of the alleged violation. Such notice will indicate the time and date of the posting. On reporting, the employee will be told the nature of the violation and the time of its occurrence and will be afforded an opportunity to respond in writing within forty-eight (48) hours.

In the event the violation results in a suspension or discharge which is grieved, the Union shall have the right to require the presence of the PCS observer at proceedings at the Employee Relations level by a request in writing to the Employee Relations

Department, provided, however, that the Authority may take reasonable steps to insure no employee shall be able to identify the PCS. However, one (1) Union representative, upon request, may interview the PCS at the Employee Relations level of the Grievance Procedure.

Performance control specialists shall report all observed violations which are not in conflict with instructions or supervision, and appropriate disciplinary action may be taken, provided all other elements of just cause are present.

12.7 LOCAL OFFICERS The Authority agrees that the officers of Local 241 and Local 308 shall be granted leave of absence on organization business, when so requested. It further agrees that any member of Local 241 or Local 308 who now holds office or is employed there, or shall be elected to an office or employed in Local 241 and Local 308, which requires his or her absence from the Authority's employ, shall, upon leaving said office, be placed in his or her former position.

The Union will provide the Authority with a list of elected officers authorized to represent bargaining unit members and the specific work locations to which the authorized Union officers will require access. Any Union official not so identified will be denied access to Authority facilities.

12.8 LAYOFFS In all cases where employees are laid off to reduce the force, they shall be laid off according to seniority, and when they are put back on, they shall be reinstated according to his or her seniority standing at the time he or she was laid off.

During the term of this Agreement, there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, 2013 had one (1) or more years of continuous service.

12.8A BUMPING. 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 of 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 JSNs listed in Attachment P Exhibit C-1 facing layoff having greater Company-wide seniority may bump an employee with less Company-wide seniority in the jobs listed in Attachment P 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 Attachment P Exhibit C-2.)

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

12.9 PAST RECORDS Any charge of alleged rule violations must be in writing and given to the employee before it is placed in his or her personnel file. Past records of employees shall not be considered for disciplinary purposes if pre-dated more than one (1) year, except in cases of rule violations involving safety, which may be considered unless they are pre-dated more than two (2) years, and in the case of rule violations involving alcohol, controlled substances or drugs, which may be considered unless they are pre-dated more than three (3) years.

12.10 SUSPENSIONS Prior to the suspension of an employee, the supervisor shall discuss the case with a Union representative at the work location if the Union representative is available and if requested by the employee. In the event a Union representative is requested by the employee and is not immediately available and immediate suspension is not required by the nature of the charge, the suspension will be delayed until the matter can be discussed with a Union representative. However, in no event does the Authority have to delay the suspension more than twenty-four (24) hours.

12.11 COMPLAINTS Anonymous complaints shall not be entered on an employee's record. An employee may be required to see his or her manager with respect to such complaints.

When the Authority disciplines an employee based upon the complaint of a person not in the employ of the Authority, and the employee grieves, the Authority shall secure the agreement of the complainant to be a witness against the employee in any subsequent litigation before the Authority denies said grievance at the Employee



Relations step of the grievance procedure. Where the complainant refuses to be a witness, the Authority shall void the discipline.

12.12 EQUAL EMPLOYMENT OPPORTUNITY There shall be no discrimination in hiring, promotions, or other aspects of employment because of race, color, creed, national origin, age or sex.

12.13 RIDING PRIVILEGES All active employees, including those on leave of absence for less than thirty (30) days, and all retirees shall be provided with a riding pass which will provide free transportation on all lines operated by the Authority.

12.14 SIGNING SICK BOOK Employees shall not be denied the right to sign in or call to get on the sick book.

12.15 BUS SERVICE SUPERVISORS The Authority agrees to limit work locations to two (2). However, in cases of special events, charters and emergencies, the supervisors may be sent to the area of emergency.

12.16 DRUG AND ALCOHOL TESTING The parties agree to be bound by the terms contained in the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees (Effective January 2018, as revised October 2018) and the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees (Effective January 2018, as revised October 2018) which are two (2) documents jointly designated as Attachment G and are incorporated by reference herein.

12.17 EMERGENCY MEDICAL ATTENTION An employee will not be required to fill out a report prior to receiving emergency medical attention. Waivers that are to be signed prior to taking tests are not reports.

12.18 AWOL No employee shall be considered AWOL until the end of the employee's work shift. This work rule shall be effective the same as any other work rule.

12.19 CONTROLLER If an operator is being disciplined by a manager or superintendent for an alleged infraction that the operator claims resulted from a controller's directive, the manager or superintendent will contact the controller to verify the operator's statement.

In responding to operational questions or in giving instructions, the controller will routinely provide the employee identifying number.

12.20 EQUIPMENT DEFECT REPORTS The Authority will provide a carbon type receipt for report of defects of equipment.

12.21 AREA 605 An agreement between the parties concerning transfer of employees to Area 605 is attached hereto as Attachment D and is incorporated by reference herein.

12.22 STOLEN PROPERTY An employee shall not be required to pay for CTA issued equipment or property if said equipment or property is stolen from the employee while the employee is on duty and a police report, if required by the CTA, is filed unless it is shown the employee was negligent.

12.23 BENEFIT RETENTION Any employee with five (5) years of service or more who is unable to perform his regular duty due to an occupational injury shall not lose any benefits of full-time employees when accepting any other job, light duty or otherwise. However, the wage rate and rate of pay of applicable benefits, e.g., vacation, holiday, will be the established rate of the second job. The above does not supersede the provisions of the full-time temporary currency processor agreements.

Any employee with ten (10) or more years of service who is unable to perform his or her regular duties due to a non-occupational injury or sickness shall not lose any benefits of full-time employees when accepting any other job, light duty or otherwise. However, the wage rate and rate of pay of applicable benefits, e.g., vacation, holidays, will be the established rate of the second job. The above does not supersede the provisions of the full-time temporary currency processor agreements.

12.24 ACCIDENT INSPECTION In the case of an accident or incident which is likely to result in charges against an employee, the Authority will make reasonable arrangements to provide a representative of the Union an opportunity to inspect the equipment or facilities involved.

The Authority's right to proceed with disciplinary action against the employee on the basis of charges arising from the accident or incident is in no way affected by the inspection process.

12.25 THIRTY DAY TRIAL PERIOD The Authority has the right to return a bargaining unit employee to his or her former position within thirty (30) days after the employee has moved to a new position. Similarly, an employee in the unit who has moved to a new position may elect to return to his or her former position within thirty (30) days after the move. An employee exercising this right will not be allowed to bid again for the same position within one (1) year after returning to his or her former position.

12.26 DRIVERS LICENSE Driving while under the influence of alcohol, other drug or combination thereof and other multiple serious moving violations that result in suspension/cancellation/disqualification involving drivers license, excluding revocation.

The Authority and Local 241 and Local 308 agree that no employee of the Authority may operate a public transit vehicle and or any other vehicle owned or controlled by the Authority without a valid drivers license. If any employee should receive notice from any competent authority that he or she shall lose his or her driving privileges through a suspension/revocation/cancellation/disqualification action involving the employee's drivers license, the employee must immediately report said notice to his or her supervisor when the employee next reports to duty or before the end of the business day following the day the employee received notice, whichever is earlier. This reporting requirement must be followed regardless of whether the reason for the

suspension/revocation/cancellation/disqualification took place on duty or off duty. An employee who does not have a valid drivers license because of a suspension/cancellation/disqualification, excluding revocation, shall be given up to one hundred and eighty (180) consecutive calendar days from the effective date of said action to obtain full reinstatement of his or her driving privileges provided the employee has volunteered this information to the Authority. It is the employee's responsibility immediately to notify the Authority of any suspension/revocation/cancellation/disqualification. Each employee must immediately seek reinstatement of his or her driving privileges from the Secretary of State. The Authority shall assign the employee to a non-operating position during the one hundred and eighty (180) consecutive calendar days and said employee shall be paid at the hourly rate of the position. The Authority shall determine the position to which the employee shall be assigned. If an employee does not obtain full reinstatement of his or her driving privileges within the one hundred and eighty (180) consecutive calendar day period, that employee may be administratively separated.

If an employee's license is reinstated, the Authority in its discretion may assign the employee to the position the employee occupied prior to the loss of his or her driving privileges. If the employee is placed in a position with a rate of pay lower than the position the employee occupied prior to the loss of his or her driving privileges, the employee will receive the rate of pay of the position the employee occupied prior to the loss of his or her driving privileges.

Upon expiration of a suspension/cancellation/disqualification, if the employee is required to take a test administered by the Secretary of State for reinstatement of the employee's driving privileges, the employee shall be given a reasonable length of time to take the test not to exceed two (2) business days. Employees whose driving privileges have been revoked shall be administratively separated from the Authority.

If the Authority ascertains that the employee does not have a valid license, other than through the employee's voluntarily providing that information, the employee may be administratively separated. The opportunity to fully reinstate the employee's driving privileges under this one hundred and eighty (180) consecutive calendar day provision is available to an eligible employee only once.

If during the term of an employee's employment the employee shall lose his or her driving privileges a second time through a suspension/cancellation/disqualification action involving his or her driver's license, then such employee will be administratively separated when the suspension/cancellation/disqualification becomes effective.

12.27 VEHICLE ACCIDENT GUIDELINES – LOCAL 308 The Vehicle Accident Guidelines are part of this Agreement in all respects and for all purposes, including future proposals for revision of the Guidelines and in negotiations or arbitration of proposed revisions. The Vehicle Accident Guidelines are incorporated herein as Attachment J.

12.28 POOL CLERKS The following provisions pertain to pool clerks:

- (a) A pool clerk's seniority as a clerk shall commence on the day that he or she is appointed as a clerk.
- (b) All pool clerk appointments shall be made by seniority.
- (c) Management shall issue a pool clerk list at each garage/terminal and to the Union.
- (d) No pool clerk shall be permitted to work in excess of five (5) days during a workweek.
- (e) No pool clerk shall be used on his sixth or seventh day when there are appointed clerks available for overtime.

12.29 POSTING OF OPEN POSITIONS All job openings in the JSN's listed in Attachment P Exhibit C-1 shall be posted for bid by employees working in a JSN listed in Attachment P 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 JSN's covered are attached hereto as Attachment P Exhibit C-1)

12.30 JOB DESCRIPTIONS Within ninety (90) days of the execution of this Agreement the CTA shall provide the Locals 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.

12.31 TEST SCORES The Authority shall allow the President of Local 241 or Local 308, their Vice-Presidents or the Recording Secretary to check the accuracy of test scores when requested by an employee who has applied for a job vacancy in a Local 241 or Local 308 position respectively. They shall also be able to compare said employee's test scores with the test scores of other applicants who were accepted for the vacancy for which the employee was considered. The accuracy of the test scores shall be checked in the offices of the Authority by comparing the said employee's answers with the answer keys for the tests taken. The respective Local Union and its President, Vice-President and Recording Secretary agree to make no record directly or indirectly of any kind of the information disclosed pursuant to this Agreement. The respective Union agrees not to disclose directly or indirectly any information received pursuant to this Article 12.31. The Authority reserves the right to take reasonable measures to ensure the integrity of the tests, test scores and test procedures.

12.32 TOOLS The CTA shall make available to bus mechanics and car repairers all tools necessary for them to perform their job duties.

## **ARTICLE 13 – BUS SYSTEM SERVICE DELIVERY, LOCAL 241**

13.1 WORK LIMITATIONS The working week of all employees shall be so arranged that no employee shall be required to work on more than five (5) days in any calendar week, excepting in cases of extreme emergency, it being understood that extreme emergency does not mean shortage of running time and continuous use of relay buses, but it is understood to include breakdowns, blockages, flooded subways, fire or other conditions over which the Authority has no control.

A bus operator shall not be required to make extra trips after completion of his or her day's work, except in extreme emergency.

13.2 STRAIGHT RUNS PERCENTAGE Not less than seventy (70) percent of the Monday through Friday runs shall be straight runs; the balance shall be completed within thirteen (13) consecutive hours. All runs on Saturdays, Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas will be straight runs.

13.3 NIGHT RUNS All night runs shall be straight, as near eight (8) hours as possible, and not more than forty (40) percent of such runs shall be permitted to operate beyond 7:00 A.M.

All runs scheduled to report after 8:00 P.M. will have operable radio equipment.

13.4 EXTRA LIST The Authority shall endeavor at all times to maintain an adequate and proper extra list and shall place in the office of each garage an open book in which employees can register the particular day or days on which they want to get off; it being understood that this does not interfere with or affect the days off under the maximum five (5) day week herein provided for. The employees so registered first for any particular day or days shall have preference. It is agreed, however, that employees who are officers, or members of a committee of Local 241, shall be entitled to get off in preference to others when doing business for Local 241. Said book shall be dated five (5) days ahead with the understanding that the privilege is not to be abused by either party. Executive Board members of Local 241 shall be entitled to get off when doing business for Local 241.

### 13.5 PICKS

(a) BUS OPERATORS Bus operators shall be allowed to pick runs a minimum of four (4) times a year to be effective in the months of March, June, September and December. 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. All schedules shall be posted not less than five (5) days before the start of the picking of runs, except in emergency picking, in which case the schedules shall be posted so as to give the employees as much time as possible before picking runs. The garage

superintendent shall notify every operator on the sick list, if possible, of the time the employee is scheduled to pick.

Box pullers shall pick once every year on or about December 1st.

(b) BUS SERVICE SUPERVISORS Bus service supervisors will be allowed to pick their districts every two (2) years, and their work twice a year, to be effective in June and in December.

In the scheduling of such picks and work assignments, the Authority will retain the right to maintain sufficient flexibility in order to provide for continuous and efficient service to the public. In order to provide such service, certain jobs will be required to work as assigned.

It is understood that this picking of jobs would in no way change the present practice of all jobs working as assigned under certain circumstances, such as emergencies, special events, etc.

(c) GARAGE CLERICAL PERSONNEL Garage clerical personnel shall be allowed two (2) picks each year, to be effective in June and in December. These picks shall be conducted at a place agreed upon between the Authority and Local 241.

(d) INFORMATION CLERKS Information clerks assigned to the Transportation Department at the General Office shall be allowed to pick their work schedule twice a year.

(e) BUS MECHANICS AND BUS SERVICERS Bus mechanics and bus servicers shall have a system seniority pick every two (2) years.

The bus mechanics listed below and the bus servicers listed below shall have the picking rights hereinafter described in this Article 13.5(e):

Mechanic Position:

1. Inspection Relief
2. Benchman
3. Trouble Track
4. Tire Man
5. Mobile Bus Mechanic
6. Bay Inspection
7. Mobile Repair Relief
8. HVAC
9. Radio
10. Powertrain
11. Current Jobs included within Inspection A
12. Current Jobs included within Inspection B

Bus Servicers:

1. General Cleaner
2. Bus Servicers (pumps)
3. Spotter
4. Scheduler
5. Engine Wash
6. Bus Servicer I

Bus mechanics shall be allowed to pick their jobs twice a year. Bus mechanics' picks will have specific job duties, associated with their general repair activities, listed for each position. The Authority reserves the right to assign work to bus mechanics if picked work is not available. The list for picking must be posted at least one (1) week prior to the commencement of the pick.

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.

Bus mechanics' job vacancies shall be filled through regular Human Resources Department procedures. As of the effective date of this Agreement, any person who fills a bus mechanic vacancy shall be placed at the bottom of the seniority list for bus mechanics.

The Authority will evaluate the jobs in the Bus Maintenance Department and any new jobs that are available to be picked will be placed on the pick list.

(f) OPERATIONS INSTRUCTORS Transportation Department instructors will be allowed to pick twice a year to be effective in June and in December.

(g) SYSTEM MAINTENANCE LABORERS System Maintenance laborers will be allowed to pick their districts twice a year.

(h) SYSTEM MAINTENANCE JANITORS All Local 241 System Maintenance janitors are allowed to pick tricks two (2) times per year, in the Spring and Fall.

13.6 CAMPAIGN UNITS On December 15, 1968, the Campaign Unit was separated into a North Campaign Unit and a South Campaign Unit. The North Campaign Unit will be phased out by gradual attrition. All job vacancies occurring in either Unit shall be posted with 77th Street Garage as the primary work location.

13.7 ROTATION OF DAYS OFF Where practicable, bus servicers, bus mechanics, janitors and laborers working in and around the bus stations, shops, garages and yards shall rotate their days off.

13.8 OVERTIME – REPAIR DEPARTMENT The Authority will make every reasonable effort to distribute overtime equally rotating among employees in their respective classifications and departments in accordance with seniority.

The Authority agrees to give the employee concerned as much notice of scheduled overtime work as is reasonably possible. The Authority further agrees to make available to the Union at the applicable work location a record of such overtime work for examination by the Union representatives at a mutually convenient time.

13.9 MEAL RELIEF FOR CLERKS AND MONEY HANDLING PERSONNEL The meal relief time for all garage clerical personnel shall be thirty (30) minutes.

13.10 GENERAL OFFICE CLASSIFICATION AND SENIORITY The job descriptions covering novice salary Grades N-1, N-2 and N-3 and salary Grades 00-11 and seniority rules for General Office employees are contained in a separate agreement between the parties entered into on the same date as this Agreement.

The Authority will revise its current method of operation in the General Office covered by this Agreement by advising its managers in the General Office through an Administrative Procedure bulletin, which shall state:

- (a) Each General Office employee shall be given one (1) annual record review.
- (b) Each General Office employee may, upon request, be granted access to his or her personnel file (on the departmental level) at least twice per year.
- (c) Each General Office employee shall be given a copy of anything added to his or her personnel file which could lead to discipline or affect a job change.

13.11 CHARTER WORK Charter work shall be standardized in all locations and shall be assigned from the Work Book. However, if the customer makes a specific request for an employee, that employee shall be given the work.

13.12 ALTERNATIVE SCHEDULES For certain bus routes designated by the Authority, alternate emergency weather condition schedules will be posted in addition to the regular run.

Operators will work the alternate emergency weather condition schedule version of the regular run upon notice from the Executive Vice-President, Service Delivery, or his designee.

13.13 RIDERSHIP INFORMATION In addition to the "counts" now being made, the Authority may require employees to register and report fares and classes of passengers using the vehicles of the Authority. Employees will not receive additional compensation when making such counts.

These new "counts" shall not exceed twenty-eight (28) days in a calendar year, nor can any one (1) period of "counting" exceed seven (7) consecutive days. For the first two (2) counts, the Authority will not impose any discipline relating to the counts.

13.14 PAST PRACTICE All present working conditions shall remain in effect during the term of this Agreement, unless a desired change is agreed to by the parties.



13.15 BUS MECHANIC/SERVICER PRO-RATED VACATION Bus mechanics and servicers may choose by seniority any pro-rated vacation to which they are entitled at the same time they pick their regular vacations.

13.16 CENTRAL COUNTING JOBS Central Counting employees shall be allowed, upon request, to volunteer to learn other higher rated jobs within Central Counting during times when they are not required to perform their regular duties, without compensation, or, if permitted by the Authority on the Authority's time, without any increase in their rate.

13.17 STREET COLLECTOR OVERTIME If the Authority determines that overtime is required to perform the Authority's street collection function, bus operators may perform such function and shall be given first preference for said overtime unless the Vice-President, Bus Operations, determines an emergency requires to the contrary.

13.18 BUS OPERATOR RECERTIFICATION PROGRAM An agreement between the parties concerning the Bus Operator Recertification Program is attached hereto as Attachment F-1 and is incorporated by reference herein.

13.19 BUS OPERATOR SEATS The matter of seat selection for bus operator seats on new buses will be referred to the Joint Safety Committee.

13.20 CDL TRAINING The CTA will provide training to those employees required to pass the Commercial Driver's License Exam if they so elect.

13.21 OPERABLE EQUIPMENT The Authority will take all reasonable steps to insure that the buses have operable radio equipment and silent alarms.

No operator will be required to leave the terminal with a bus which lacks a right or left outside mirror. If a mirror breaks while a bus is in service, an operator may be instructed to move the bus to a point of exchange or repair if the move can be made safely.

13.22 COMFORTABLE AND SANITARY CONDITIONS Comfortable and sanitary working conditions are to be maintained by the Authority. CTA will send a letter to Local 241 and to Local 308 within 30 days of the execution of this Agreement, and quarterly thereafter, including a description of CTA's plans for remodeling and updating CTA facilities.

13.23 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, the 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.

13.24 MISSES WORKED Three (3) misses worked will be counted as one (1) miss.

13.25 VEHICLE ACCIDENT GUIDELINES – LOCAL 241 The CTA has the need to make and enforce reasonable rules and regulations for the direction and discipline of the workforce and to ensure the safe and timely operation of CTA public transportation services. Accordingly, notwithstanding Article 13.14 of the Agreement, the CTA shall have the right to make and enforce rules covering accidents. Such a rule may provide for discipline, which shall be just and reasonable. Before any such new rule becomes effective, it shall be submitted to the Union in writing. The Union shall have sixty (60) days to file for arbitration on the question of whether the proposed rule is just and reasonable. Should the Union fail to file for such arbitration, the rule shall become effective. Should an arbitrator find that the rule or any portion thereof is not just and reasonable, the CTA shall have the right to amend and reissue the rule or any portion thereof, subject to arbitration as provided in this Article.

13.26 OVERTIME -- CLERKS 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.

13.27 MAINTENANCE TIME MAKE-UP Any Bus Maintenance Department employee who is late to work is eligible to work into the next shift to make up the amount of time which the employee lost from work on the employee's regular shift because the employee was late. This opportunity to work may be exercised no more than twice per year. The employee must notify the employee's supervisor when reporting to work that the employee wants to exercise the right to work into the next shift as provided for under this article.

13.28 EQUIPMENT TECH TRAVEL When an equipment technician is delayed in his or her return from out of state rail work on account of travel delays caused by cancellation of trains or flights, the affected equipment technician shall be compensated for up to a maximum of eight (8) hours per day for each day the travel is delayed on account of such cancellations.

13.29 BUS AND FACILITIES APPRENTICES The Bus and Facilities Apprentices Agreement is attached hereto as Attachment N and is a part of this Agreement.

### 13.30 – MICROTRANSIT

The parties recognize that the CTA must respond and adapt to declining ridership, evolving demographic trends, and the need to address inequity in public transit. One option to address these challenges is microtransit. Microtransit can be used to provide a first- and last-mile link for individuals living in areas with limited access to public transit, to increase mobility for the region's underserved population, to decrease congestion, or reduce vehicles parked at transit hubs, among other benefits.

The parties recognize that a microtransit system may involve issues not currently addressed by the current CBA and as such may impact the members of the ATU Local 241. It is recognized that any microtransit system may involve scheduling issues, the creation of new routes, the development of new job classifications, deployment of smaller vehicles, the assignment of employees, and other issues affecting terms and conditions of employment. The parties have determined that it is desirable to eliminate the potential for disputes and grievances by using their best efforts to resolve all issues of mutual concern regarding any microtransit project, including additions to or modifications of the CBA to address a microtransit system. The parties agree, therefore, to meet, bargain or confer as necessary as CTA explores, develops and takes steps to implement microtransit options and to work cooperatively to achieve an effective implementation of a microtransit project.

If the CTA decides to implement a microtransit system, the parties will bargain the terms of the CBA regarding the microtransit system as it applies to bargaining unit employees as well as the effects of the implementation of the system on bargaining unit employees. While the CTA shall have the right to implement a microtransit system absent an agreement on the terms of the CBA as it applies to bargaining unit employees and/or effects on bargaining unit employees, until such time as the parties reach an agreement on the terms and the effects of the implementation of a microtransit system on bargaining unit employees or until an arbitrator issues an award as provided for below, the rights of the bargaining unit employees under the current CBA will not be affected and any implementation of a microtransit system will not negatively and involuntarily affect the wages, seniority, and rights of bargaining unit employees under the CBA.

If the parties are not able to reach an agreement on the terms of the system as it affects bargaining unit employees, either party may refer the matter to mediation and/or arbitration as provided in Section 17.

## **ARTICLE 14 – OTHER WORKING CONDITIONS, RAIL SYSTEM, LOCAL 308**

### **14.1 GENERAL**

(a) **WORK LIMITATIONS** The Authority shall have the unqualified right to make up schedules for regular employees on a forty (40) hour week basis. It is understood that the forty (40) hour week will consist of five (5) days with two (2) consecutive days off, so far as possible.

(b) **SENIORITY** Present conditions as to seniority rules shall prevail.

(c) **COMFORTABLE AND SANITARY CONDITIONS** Comfortable and sanitary working conditions are to be maintained by the Authority. Ticket agents shall not be prohibited from playing portable battery operated radios without ear plugs during off-peak hours so long as it does not interfere with the performance of the employee's duties as determined by the Authority.

(d) PAST PRACTICE All present working conditions shall remain in effect during the term of this Agreement, unless a desired change is agreed to by the parties.

(e) PRO-RATED VACATION EMERGENCY In the event of an emergency occurring after an employee has taken his or her vacation, the employee shall be entitled to a pro-rated vacation at that time based upon his or her service since the previous May 31st. The employee shall be entitled to the pro-rated vacation only in the event that he or she would otherwise have qualified for a leave of absence.

(f) LINE INSTRUCTORS Line instructors shall not be charged with accidents caused by the sole negligence of the employee they are instructing.

(g) PASSENGER COMPLAINTS No passenger complaint shall be made part of an employee's record unless the employee has been shown the report.

(h) FOOT COLLECTOR VESTS The Authority shall provide a bullet proof vest for foot collectors when working as foot collectors.

(i) TRAINING PROGRAM ELIGIBILITY All employees in the Local 308 bargaining unit who have one (1) or more years of service and a satisfactory record will be eligible for the CTA's Fundamentals of Electrical and Mechanical Maintenance of Rail Vehicle Cars Training Program. Car servicers will be given first preference for entry into the Program.

(j) WORKING RADIOS No employee shall be assigned to work on the right-of-way or in a rail yard unless the CTA has provided the employee with a working radio.

#### 14.2 OPERATIONS EMPLOYEES

(a) STRAIGHT RUNS PERCENTAGE All runs shall be arranged so that the following percentages of straight runs prevail:

Sundays and Holidays (or days that the Authority operates holiday schedules)	100% straight
Saturday	100% straight
Weekdays	75% straight

The balance to be completed within thirteen (13) consecutive hours.

Sunday and holidays straight trick percentages also applicable to ticket agents.

(b) NIGHT RUNS All night runs in revenue service shall finish before 7:30 A.M.

(c) EXTRA LIST The Authority will provide an adequate regular extra list in order to relieve employees when they are off.

It is agreed that extra train service employees shall be assigned their work on a rotating basis. A rotating extra list shall be maintained for train service employees, ticket agents and janitors.

Regular employees are not allowed to perform extra work when extra employees are available.

No extra board employee will be required to work an assigned scrub in addition to a full run or a full trick except in an emergency.

(d) PICKS All picks shall be posted at terminals five (5) calendar days prior to the start of a pick.

(1) TRAIN SERVICE EMPLOYEES Train service employees shall be entitled to pick on their respective schedules at least two (2) times in a calendar year on such dates as agreed upon.

No sign-ups are to be allowed on schedules, except in cases of emergency. All runs are to be picked within ten (10) days when the balance of schedules will be signed up.

It is understood that the full-time regular runs, the short runs and the right to work the extra board will be picked in accordance with seniority. Unpicked runs must be picked from the bottom of the regular extra list.

Classification seniority shall prevail in picking the extra list provided that a sufficient number of such employees are qualified to perform the various work required to operate the system.

(2) JANITORS All janitors are to be allowed to pick at least two (2) times in a calendar year on such dates as agreed upon.

(3) RAIL INSTRUCTORS Rail instructors and Rail Terminal Instructors shall be entitled to pick twice a year with the understanding there will be a right of assignment based on service requirements.

(4) FULL-TIME TEMPORARY (FTT) EMPLOYEES 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.

(e) JANITORS All janitors' tricks shall be straight. Lunch time shall not be paid.

(f) TOWER OPERATORS Tower operators operating interlocking towers shall pick from the tower operators' seniority list.

Tower operators shall be classed in two (2) classes.

Class "A" shall consist of tower operators working at the following locations:

<u>North Section</u>	<u>South Section</u>	<u>West Section</u>
Howard	61st Street	#18 - Lake & Wells
Wilson	Ashland	LaSalle-Congress
Clark Jct.	95th Street	Van Buren/Wabash
Kimball	Rosemont	O'Hare

Class "B" will include tower operators working at all other towers.

(g) MOTOR OPERATOR UNIFORM Motor operators will wear their traditional work uniform but are not required to wear ties.

(h) FREIGHT TRAIN CREW During the fall and winter picks, one (1) regular trick for switch operators shall be made part of the freight engine crew.

(i) REST BETWEEN WORK DAYS Employees must have a minimum of eight (8) hours between the finishing time of a run or trick picked for one (1) day and the reporting time of the following day. This provision shall apply to all employees on the extra lists.

In emergencies, when the eight (8) hour respite for an extra employee is not possible, the time between the two (2) days of work may be less, if agreeable to the extra employee and approved by the station superintendent.

On days when there is a new pick going into effect, these rules may be waived for the one (1) day.

(j) PART-TIME EMPLOYEES DAY OFF Part-time operators shall be put into a group day system for one (1) day off a week.

(k) FROZEN EMPLOYEES OPTION The Authority and Local 308 agree to the following, if workable: All employees in the following classifications of tower operator, switch operator, motor operator and foot collector who are frozen in said classifications and unable to pick regular work in their frozen classification shall have the option to pick the extra board or revert to conductor seniority for duration of that pick, provided the extra board controls in their classification are maintained.

(l) TELEPHONE LOG The Authority will provide ticket agents with a log to record business calls made which relate to their work while they are on duty. All other calls are prohibited.

(m) PAYCHECK PICK-UP The Authority will adopt a procedure whereby an operations employee may pick up his or her paycheck at a location designated by the employee.

(1) Once designated, the location shall not be subject to change for the duration of a system pick.

(2) If the employee has questions about the paycheck, the employee shall contact the employee's home location for answers.

(3) The Authority may set a maximum number of employees who can pick up their paychecks at any one (1) location.

(4) The employee can pick up his or her paycheck at a location only on a day and at a time when the paymaster is present.

(n) EMPLOYEE CLASSIFICATIONS Newly hired employees will be required to qualify as rapid transit operator (RTO), flagman and customer assistant. Within twelve (12) months after an employee qualifies in all three (3) classifications, the employee shall be required to qualify as a switchman. At the option of the Authority up to forty (40) percent of a new rail operations hire group may be required to qualify as a yard leader. Local 308 and the Authority agree to develop a new training program that will allow employees in the above stated classifications to train as and be towermen.

Notwithstanding these provisions, the Authority has the right to hire new employees (either full-time or part-time and either permanent or temporary) for the sole purpose of performing the job duties of a flagman, and such employees will be paid the hourly rate of the car servicer classification. The number of temporary flagmen may not exceed twenty (20) percent of all full-time permanent operating employees.

Full-time temporary and part-time temporary flagmen who have completed ninety (90) days of service may participate, at their option, in the Authority's PPO Medical Plan Option 3, or its successor plan. Employees electing to participate in the PPO Medical Plan Option 3 must make by payroll deduction the bi-weekly payments for such coverage at the rate set for full-time permanent employees participating in the same plan. Full-time temporary and part-time temporary flagmen are not entitled to dependent healthcare coverage. Temporary flagmen, whether part-time or full-time (1) will not be entitled to paid leave or other fringe benefits except as provided within this paragraph or by law; (2) will be paid for all time during which they are required by the Authority to perform any duties but shall not be eligible for any pay guarantees or penalties; and (3) shall not accrue seniority.

(o) RAPID TRANSIT OPERATOR CERTIFICATION/RECERTIFICATION PROGRAM An agreement between the parties concerning the Rapid Transit Operator Certification/Recertification Program is attached hereto as Attachment F-2 and is incorporated by reference herein.

(p) SENIORITY LISTS The Authority shall update the seniority lists for train service employees, conductors (and frozen classifications only) and ticket agents prior to each system pick. The list will reflect the appropriate seniority number showing each employee's position within the train service employee, conductor and frozen classification and within the ticket agent classification.

### 14.3 RAIL SYSTEM MAINTENANCE EMPLOYEES

(a) TRACK WORKER CLASSIFICATION The classification of regular track worker does not apply to laborers engaged on surface and elevated tracks.

(b) RIGHT-OF-WAY FLAGGER Whenever three (3) or more employees are performing work on a right-of-way, a qualified flagger shall protect them.

(c) JANITOR DUAL RATING Rail janitor gang leaders will be allowed to obtain dual ratings for janitor foreman and clerk-dispatcher. Work pools will be created for these dual-rated personnel. Rail janitors will be allowed to obtain dual rating for gang leader and a work pool of gang leaders will be created for these dual-rated personnel.

(d) JANITOR LEADER SENIORITY Rail janitor gang leaders will be granted seniority and a job description for their position. Rail janitors will not be able to bump a gang leader unless the rail janitor has greater gang leader seniority.

(e) JANITOR GANG ASSIGNMENTS Rail janitor gangs will be assigned to straight days or nights for so long as the Authority determines operations permit.

(f) SECTION TRACK WORKER ABSENCE Where the Authority determines that operations permit, when a section track worker is temporarily absent from work, a gang track worker will be assigned to work in his or her place. Generally, operations permit such an assignment when section track workers are walking track.

(g) TRACK WORKER PHONE The Authority will give in writing to track workers working weekend overtime the contact telephone number to be used by the employees so working.

(h) TRACK WORKER WORK Trackwork which is normally and regularly performed by track workers shall continue, provided, however, in an emergency, trackwork may be performed by anyone other than track workers and the Authority reserves the right to continue its present practice of contracting out trackwork of the nature and type contracted out in the past.

(i) CRANE OPERATOR WORK The Authority will endeavor to: (1) use Local 308 crane operators on rail borne cranes to the extent that qualified crane operators are available, and (2) maintain an adequate number of crane operators; provided, however, shop personnel also may operate the rail borne cranes to make necessary adjustments, repairs or functional tests. Qualified crane operators will make a performance test on any repaired crane prior to its release for service.

(j) TRACK WORKER PICKS Track Workers are entitled to pick twice per year.

### 14.4 RAIL MAINTENANCE PERSONNEL

(a) SECTION PICKS Car repairers "A" and "B" are entitled to pick their work and location within the section twice each year, unless otherwise agreed to by the Authority and Local 308. Car servicers are entitled to pick work location within the section



and work shift twice each year. The Authority reserves the right to assign work to car repairers and car servicers as deemed necessary to properly maintain equipment.

(b) SYSTEM PICKS

(1) CAR REPAIRERS AND CAR SERVICERS General system picks will be held every two (2) years on March 1st unless a change is agreed to by the Authority and Local 308, and only in the event of unusual circumstances of considerable magnitude can a change be made.

(2) TERMINAL CLERICAL PERSONNEL System picks for employees in the classifications of terminal combination clerk and terminal clerk II will be conducted once every two (2) years.

(c) SENIORITY

(1) Employees in the terminal shop bargaining unit shall retain their seniority in their respective classifications as it had accumulated up to, and including, January 12, 1960, according to the old method of computation, i.e., by the separate divisions.

(2) Subsequent to January 12, 1960, employees in the terminal shops bargaining unit shall continue to accumulate seniority in their respective classifications, but it will accumulate on a rail system basis, so long as they remain members of Local 308 in good standing in this bargaining unit.

(d) FILLING VACANCIES FOR CAR REPAIRERS AND CAR SERVICERS Car repairers and car servicers vacancies, as they occur in any section, shall be filled through the following procedure:

(1) CAR REPAIRER "A"

First: By promotion of a car repairer "B" by seniority in the section in which the vacancy exists, using the shop bulletin procedure and posting the bulletin only in the section in which the vacancy occurs. Only the vacated car repairer "A" position will be filled by this procedure.

Second: By promotion of the car repairer "B" with the lowest seniority in the section where the vacancy exists.

(2) CAR REPAIRER "B"

First: By allowing the car repairer "B" with the most seniority in the section where the vacancy exists to bid on position and trick using the shop bulletin procedure and posting the bulletin only in the section in which the vacancy occurs. This procedure applies solely to the initial car repairer "B" vacancy.

Second: By promotion of the car servicer with the most seniority in the car repairer "B" training program pool.

(3) CAR SERVICER By Human Resources Department procedure to fill vacant car servicer position and truck.

Management shall determine the need for filling vacancies.

(e) RAIL EXCEL PROGRAM The Rail Excel Program is a comprehensive rapid transit employee skills/knowledge enhancement program, which makes pay commensurate with ability. It is attached hereto as Attachment C referenced herein.

14.5 RAIL INSTRUCTOR III The CTA shall establish the classification of rail instructor III. With the establishment of the position of rail instructor III, the position of key instructor will be eliminated.

14.6 RAIL CAR SERVICER AND RAIL JANITOR APPRENTICES The Rail Car Servicer and Rail Janitor Apprentices Agreement is attached hereto as Appendix O and is a part of this Agreement.

### **ARTICLE 15 – INSURANCE AND SICKNESS BENEFITS**

15.1 COVERAGE Subject to paying the required contribution, each full-time permanent active employee, covered by this Agreement or on leave of absence from the Authority to hold office in Local 241 or Local 308 will receive a health insurance benefit including hospital, medical, accident and prescription drug coverage at the benefit levels described under the PPO Options in the tables below and shall have issued to the employee at the expense of the Authority, a Summary Plan description certifying that the employee is covered under the CTA employee benefit program.

15.2 LIFE INSURANCE Group Life Insurance shall be provided in an amount equal to 2080 times the active employee's hourly wage rate as of each January 1 on the life of each full-time permanent employee. Group Life Insurance shall provide double indemnity coverage for accidental death. Group Life Insurance required under this paragraph will be provided at the expense of the Authority.

Employees who are covered by Group Life Insurance coverage will have an option at the employees' expense to purchase additional Life Insurance in an amount equal to the coverage then in effect for them under the Group Life Insurance Plan.

15.3 ACCIDENT AND SICKNESS Group Accident and Sickness Coverage, providing no indemnity for the first seven (7) days of incapacity, but providing the amounts listed in the following table, not to exceed twenty-six (26) weeks for each full-time regular employee actively employed who has been in the employ of the Authority continuously for not less than twelve (12) months:

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

The Group Accident and Sickness weekly benefits under this Article shall be paid on a five (5) work day basis. The Group Accident and Sickness Coverage under this Article will be provided at the expense of the Authority.

Said Accident and Sickness Coverage shall not cover any period of incapacity for which the employee is entitled to indemnity or compensation under any Workers' Compensation Act; provided, however, that the Authority shall be liable to the extent of the difference between the applicable amount per week above and such weekly compensation allowance, if less than the applicable amount, for a period not to exceed twenty-six (26) weeks.

Accident and Sickness benefits will not be paid for any day for which sick pay benefits are paid under the seven (7) day sick pay benefit.

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.

15.4(a) OVERVIEW OF PPO PLAN DESIGNS

**Overview of PPO Plan Design Options**

<b>PPO Option 2 (90% Plan)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Effective Date</b>	Coverage effective 5/1/2013	
<b>Annual Deductible (Individual / Family)</b>	\$350/\$700	\$1,000/\$2,000
<b>Annual Out-of-Pocket Limit* (Individual/Family)</b>	\$1,000/\$2,000	\$2,000/\$4,000
<b>Plan Payment Level</b>	90%	70%
<b>Emergency Room Services (Waived if Admitted)</b>	\$100 copay / visit	
<b>Office Visits (After Deductible)</b>	90%	\$25 copay/visit, then 70%
<b>Wellness Services (as required under PPACA)</b>	100%, not subject to deductible	Not Covered
<b>Prescription Drugs – Retail (30-Day Supply)</b>	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35  Effective January 1, 2023 Generic: \$10 Brand Formulary: \$20 Brand Non-Formulary: \$40	
<b>Prescription Drugs – Mail Order (90-Day Supply)*</b>	2 X Retail Copayment  Effective January 1, 2023, for any maintenance medications, employees may fill their first two prescriptions at any network pharmacy but then must use CVS or mail service for their third and subsequent refills to obtain a 90-day supply.	

<b>Lifetime Maximum</b>	None	
<b>Bi-Weekly Employee Contributions (Individual/Family)</b>	1/1/20: \$84.86/\$160.00	
<b>PPO Option 3 (80% Plan)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Effective Date</b>	Coverage effective 5/1/2013	
<b>Annual Deductible (Individual / Family)</b>	\$500/\$1,000	\$1,500/\$3,000
<b>Annual Out-of-Pocket Limit* (Individual/Family)</b>	\$2,500/\$5,000	\$3,000/\$6,000
<b>Plan Payment Level</b>	80%	60%
<b>Emergency Room Services (Waived if Admitted)</b>	\$100 copay / visit	
<b>Office Visits (After Deductible)</b>	80%	\$25 copay/visit, then 60%
<b>Wellness Services (as required under PPACA)</b>	100%, not subject to deductible	Not Covered
<b>Prescription Drugs – Retail</b>	Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45  Effective January 1, 2023 Generic: \$10 Brand Formulary: \$20 Brand Non-Formulary: \$40	
<b>Prescription Drugs – Mail Order (90-Day Supply)</b>	2 X Retail Copayment  Effective January 1, 2023, for any maintenance medications, employees may fill their first two prescriptions at any network pharmacy but then must use CVS or mail service for their third and subsequent refills to obtain a 90-day supply.	
<b>Lifetime Maximum</b>	None	
<b>Bi-Weekly Employee Contributions (Individual/Family)</b>	1/1/20 \$73.32/\$139.23	

### Opt Out Option

Effective 12-31-03, CTA will buy back benefits at nine hundred and fifty dollars (\$950)/year per eligible active employee. Eligibility requires proof of alternative coverage. The nine hundred and fifty dollars (\$950) will be paid on a pro-rata basis each month during the year with payments reflected as a separate item on employees' payroll checks. An employee may opt back into any of the effective Health Care Plan Designs, at any time, subject to proof that a change has occurred in the employee's alternative coverage.

(b) SUPPLEMENTAL ACCIDENT BENEFITS Accident Expenses are treated as any illness under the Comprehensive Major Medical Program:

(1) Emergency care not resulting in a hospital admission provided at any facilities at eighty (80) percent of usual and customary charges, unless provided at a PPO network hospital, in which case the expenses are paid at one hundred (100) percent.

(2) Emergency care resulting in a hospital admission paid at one hundred (100) percent of usual and customary charges subject to compliance with the Utilization Review Program.

(3) Expenses due to the following are not Covered Accident Expenses:

(i) Treatment not certified by a doctor as being necessary in connection with an accidental bodily injury.

(ii) Treatment received more than three (3) months following the date the injury occurred.

(iii) Treatment on or to the teeth.

(c) GROUP DRUG EXPENSE Coverage is included under the comprehensive major medical program. After the deductible, prescriptions are paid at eighty (80) percent; no separate prescription drug deductible is required. Drugs covered should mean any drug or medicine which is required to bear the legend "Caution: Federal Law Prohibits Dispensing Without a Prescription" and is prescribed by a licensed physician, including injectable insulin and contraceptives.

Covered Drug Charges shall not include expenses incurred for drugs:

(1) obtained without a prescription,

(2) which are non-legend drugs or for injectable drugs other than injectable insulin,

(3) to eligible persons while such persons are confined as in-patients in a hospital, extended care facility or any similar institution,

(4) which an eligible person is entitled to receive without charge from a municipal, state or federal program, except Title XIX of Social Security Amendments of 1965 (Public Law 89-97, 89th Congress, First Session), or any source whether contributory or not,

(5) which, when taken in accordance with the physician's directions, are in excess of a thirty-four (34) day supply without necessity of a refill, except for one hundred (100) unit doses of a natural thyroid product and nitroglycerin,

(6) for any prescription refill in excess of the number specified by the physician,

(7) devices of any type, even though such devices may require a prescription, such as but not limited to, contraceptive devices, artificial appliances, hypodermic needles, syringes or similar devices,

- (8) charges for the administration or injection of any drug,
- (9) any drug which is consumed at time and place of prescription order, or
- (10) drugs for which the reasonable and customary charge is less than the deductible under the plan.

Refills are covered for one (1) year from the date of the physician's prescription. Thereafter, the employee must obtain a new prescription in order for benefits to be payable.

(d) MAIL ORDER PLAN If practicable, a plan will be developed under which certain specified maintenance drugs may be ordered by mail.

(e) EMPLOYEE PREMIUM DEDUCTION - PPO 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.

#### 15.5 DENTAL PLAN

(a) DENTAL PLAN BENEFIT The Authority, for each full-time permanent active employee employed and who has been in the employ of the Authority continuously for not less than three (3) months, shall provide, on a contributory basis, the benefit of a CTA Group Dental Plan.

The Authority shall contribute one-hundred (100) percent of the premium cost of the employees' own premium, and seventy-five (75) percent of the premium cost of the dependents' premium.

Payment will be made for the covered dental charges which exceed the deductible amount, described below, up to three thousand dollars (\$3,000) per calendar year.

A charge will be deemed incurred as of the date the service is rendered or the supply is furnished, except that such charge will be deemed incurred:

- (1) with respect to fixed bridgework, crowns, inlays, or gold restorations, on the first date of preparation of the tooth or teeth involved;
- (2) with respect to full or partial dentures, on the date the impression was taken; and
- (3) with respect to endodontics, on the date the tooth was opened for root canal therapy.

(b) CASH DEDUCTIBLE

(1) The amount of the individual cash deductible is twenty-five dollars (\$25). The family cash deductible is fifty dollars (\$50). It applies each calendar year, except that:

(i) if the cumulative family deductible is not satisfied in a calendar year, expenses incurred during the last three (3) months of a calendar year will apply toward satisfying the cumulative family deductible for the following year;

(ii) if the cumulative family deductible is satisfied during a calendar year, a new family deductible must be satisfied for the next calendar year;

(2) Covered dental charges are the charges of a dentist or physician for the services and supplies listed below, required for dental care and treatment of any disease, defect or accidental injury, or for preventive dental care.

(3) Not included is any charge in excess of the charge customarily made:

(i) for similar services and supplies by dentists or physicians in the locality concerned; or

(ii) where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment.

(c) PREVENTIVE SERVICES AND SUPPLIES (Covered at 100%)

(1) Charges for cleaning and scaling of teeth, but not more than twice in a calendar year.

(2) Charges for fluoride application to a child's teeth, but not more often than once in a calendar year.

(3) Charges for space maintainers and their fittings.

(d) DIAGNOSTIC AND THERAPEUTIC SERVICES (Covered at 90%)

(1) Charges for diagnostic services to determine necessary care, but:

(i) charges for full mouth X-rays are covered only once in a three (3) year period,

(ii) charges for bite-wing X-rays are covered only once in a three (3) year period; and

(iii) charges for a diagnostic oral examination are covered only once in a six (6) month period.

(2) Charges for emergency treatment for relief of dental pain on a day for which no other benefit other than for X-rays is payable hereunder.

(3) Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or post-operative examination.

(4) Charges for treatment of the gums and supporting structure of the teeth.

(5) Charges for root canals and other endodontic treatment.

(6) Charges for general anesthetics and their administration in connection with oral surgery, periodontics, fractures or dislocations.

(7) Charges for injectable antibiotics administered by a dentist or physician.

(e) RESTORATIVE SERVICES AND SUPPLIES (Covered at 50%) Charges for fillings and crowns necessary to restore the structure of teeth, broken down by decay or injury, but:

(1) the charge for a crown or gold filling will be limited to the charge for a silver, porcelain or other filling, unless the tooth cannot be restored with such other material; and

(2) the charge for replacement of a crown or gold filling is covered only if the crown or filling is over five (5) years old.

(f) PROSTHETIC SERVICES AND SUPPLIES (Covered at 50%)

(1) Charges for full or partial dentures, fixed bridges, adding teeth to an existing denture if required because of loss of natural teeth, while the person is covered for this benefit, and to replace such teeth, or to replace an existing prosthesis which is over five (5) years old and cannot be made serviceable.

(2) Charges for repair and rebasing of existing dentures, which have not been replaced by a new denture.

(3) Charges for specialized techniques, involving precision attachments, personalization of characterization and additional charges for adjustments within six (6) months from installation, are not included as covered dental charges. Covered charges for both a temporary and permanent prosthesis will be limited to the charge for the permanent one (1).

(g) NOT COVERED Not covered under any section of these benefits are charges for:



- (1) Treatment by someone other than a dentist or physician, except where performed by a duly qualified technician under the direction of a dentist or physician;
- (2) Orthodontic treatment other than for related extractions or space maintainers;
- (3) Services and supplies partially or wholly cosmetic in nature;
- (4) Facing on pontics or crowns posterior to the second bicuspid;
- (5) Training in or supplies used for dietary counseling, oral hygiene or plaque control;
- (6) Procedures, restoration and appliances to increase vertical dimension or to restore occlusion; and
- (7) Services and supplies in connection with injury caused by war whether declared or not, or by international armed conflict.

15.6 VISION CARE PLAN The Authority will provide a Plan “A” Vision Care Plan. The Authority will pay seventy-five (75) percent of the employee’s premium and the employee will pay one hundred (100) percent of the applicable dependent premium, if he elects to enroll his dependents. Covered employees and dependents shall be entitled to three hundred dollars (\$300.00) for his or her prescription eyeglasses or seventy-five percent (75%) of cost, whichever is less, every two years. The Authority will provide an annual opportunity for employees to enroll in the Vision Care Plan. Once enrolled, employees must remain in the Vision Care Plan for the duration of the Agreement. Effective January 1, 2023, the Authority will pay seventy-five (75) percent of the employee’s premium and seventy-five (75) percent of the the applicable dependent premium if the employee elects to enroll his dependents.

15.7 DENTAL HEALTH MAINTENANCE AND DENTAL PREFERRED PROVIDER ORGANIZATIONS – (DHMOs and DPPOs) If practical, employees will be permitted to participate in DHMOs and DPPOs approved by the Authority and the Union. The Authority shall contribute one hundred (100) percent of the premium cost of the employee’s own premium or an amount equal to one hundred (100) percent of the employer paid premium for the Dental Plan (Section 15.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five (75) percent of the premium cost of the dependents’ premium or an amount equal to seventy-five (75) percent of the employer paid premium for the Dental Plan (Section 15.5(A)), whichever is the lesser amount.

15.8 PRE-TAX EMPLOYEE CONTRIBUTIONS If practical, the Authority will establish a “premium conversion only” cafeteria plan for employee contributions for dependent dental premiums and, where applicable, any other health program contributions. Each employee eligible for coverage will elect annually to have his or her contributions paid on a pre-tax basis, thereby reducing his or her federal, state and local income taxes to the extent provided by the Internal Revenue Code section 125.

15.9 DEPENDENTS The term dependent of an eligible employee is limited to:

- (a) legal wife or husband,
- (b) domestic partner,
- (c) civil union partner,

(d) natural children, legally adopted children, domestic partner children, civil union children, and stepchildren up to age twenty six (26) years of age. Any child who is honorably discharged from the military can be covered on the plan up to age 30. Coverage ends on the dependent's birthday. Certified documentation demonstrating the dependent status must be provided for each dependent enrolled in a plan. This certification is required to be submitted to the CTA,

(e) Any dependent child who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who is dependent on the parent for support and maintenance can also be covered under the plan, provided that dependent was covered under the plan prior to the condition occurring. The Authority shall have the right to require proof of the continuance of such incapacity of such child from time to time while said policy remain in force.

It is the sole responsibility of each employee to enroll or remove the employee's eligible dependents.

15.10 ACTIVE EMPLOYMENT REQUIREMENT Changes in this Article shall be applicable immediately to all eligible employees, including employees on leave due to illness or injury.

15.11 TERMINATION OF INSURANCE The group benefits, provided for in this Article on any employee or his dependents covered hereby, shall cease immediately when such employee is laid off or employment is terminated, unless otherwise required and to the extent required by law.

15.12 PLACING OF INSURANCE The insurance specified in this Article shall be provided by a policy or policies written by a reputable insurance company or companies, but this shall be without prejudice to the right of the Authority to provide such coverage through its own Insurance Department, in case the Authority elects to do so.

15.13 7-DAY SICK PAY Should any employee, covered by this Agreement, who has been in the regular employ of the Authority for not less than twelve (12) months, be absent from duty due to sickness or accident not related to his employment and should any employee who has been in the regular employ of the Authority for not less than ninety-one (91) days be absent from duty due to an accident related to his employment, and provided the employee is under the care of a regularly licensed physician for such incapacity, the Authority will pay the employee's regular wages on the following basis:

(a) If the employee's absence is due to an accident, the Authority will pay the employee's regular wages for the first seven (7) days of such incapacity.

(b) If the employee's absence is due to sickness, the Authority will not pay the employee's regular wages for the first two (2) working days of such incapacity, but will pay the employee's regular wages for the third, fourth, fifth, sixth and seventh working day of such incapacity.

Should any Part-time Bus Operator, Full-Time Temporary Track Worker, CSA or FTTF who has been in the employ of the Authority for not less than twelve (12) months or any full-time employee who has been in the employ of the Authority for twelve (12) months but has not been a full-time employee for twelve (12) months be absent from duty due to sickness or accident not related to his employment and should any Part-time Bus Operator, Full-Time Temporary Track Worker, CSA or FTTF who has been in the employ of the Authority for not less than ninety-one (91) days be absent from duty due to an accident related to his employment, and provided the employee is under the care of a regularly licensed physician for such incapacity, the Authority will pay the employee's regular wages on the following basis up to a maximum of two times per calendar year per employee:

(a) If the employee's absence is due to an accident, the Authority will pay the employee's regular wages for the first three (3) days of such incapacity.

(b) If the employee's absence is due to sickness, the Authority will not pay the employee's regular wages for the first two (2) working days of such incapacity, but will pay the employee's regular wages for the third, fourth, fifth working day of such incapacity.

Verification of illness by a licensed physician shall constitute proof of claim. Final verification must be approved by the Authority's physician.

In consideration of the enhanced sick-leave benefits provided by this Agreement which the parties agree are equivalent to or greater than the benefits provided by law, the parties agree that the paid sick leave provisions, rights, and benefits of the Chicago Minimum Wage and Paid Sick Leave Ordinance (Chapter 1-24 of the Chicago Municipal Code) and any subsequent amendments to the paid sick leave provisions of the ordinance or the ordinance's rules or regulations are waived for all employees covered by this Agreement. This waiver of the paid sick leave requirements of the ordinance has been collectively bargained, is clear and unambiguous, and shall remain in effect until the execution of a successor agreement.

15.14 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT All employees shall be covered by two hundred and twenty-five thousand dollar (\$225,000) Principal Sum Accidental Death Policy. Such Accidental Death shall be limited to injuries sustained during the course of a felonious assault on the insured employee, provided such death arises while the insured employee is performing the duties of his occupation as assigned by the Authority and with the authorization of the Authority. In addition, coverage will be in force during direct commutation to and from work by the insured employee.

15.15 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM An agreement between the parties concerning employee participation in the Employee

Assistance Program, including benefits available to eligible participants, is attached hereto as Attachment H, and is incorporated by reference herein.

15.16 THIRD PHYSICIAN DETERMINATION In cases where the Authority's physician does not find that the employee is physically fit to return to duty in his regular job classification or physically fit to return to duty in any job classification and the employee's personal physician is in disagreement on the question of the employee's fitness to return to work, the Authority and the Union will choose a third physician to examine the employee and their third physician's decision shall be binding on the parties. The cost of the third physician will be borne equally by the Authority and the Union.

15.17 RULES Reasonable rules and regulations shall be promulgated by the Authority to establish a Coordination of Benefits Procedure applicable to the Group Medical and the Group Dental Plan, if enrolled, and to make effective the intent and purpose of the provisions of this Agreement.

15.18 SUBROGATION In the event benefits are paid for charges incurred by a covered individual as a result of accidental bodily injury or illness, and if the covered individual or covered employee makes a recovery (whether by settlement, judgment or otherwise) from any person or organization responsible for causing such injury or illness or under any no-fault automobile insurance statute, then the Authority shall have a lien upon any recovery. The covered employee shall reimburse the Authority to the extent of such benefit paid by it, provided that in no event shall the covered employee be required to make reimbursement in an amount exceeding the recovery made by the covered individual against the person or organization responsible for causing the injury or illness.

15.19 MATERNITY LEAVE Female employees delivering a child shall be entitled to six (6) weeks paid maternity leave.

15.20 PARENTAL LEAVE A non-birth mother employee parent shall be entitled to one (1) week paid parental leave for the birth of his or her child; both adoptive employee parents shall be entitled to two (2) weeks of paid parental leave. CTA will approve an employee parent's leave request upon CTA's receipt of proof of a parent and child relationship, as that relationship is defined and established by the Illinois General Assembly, and in accordance with the Vital Records Act, 410 ILCS 535/1 *et seq.* CTA shall allow an employee parent other than the birth mother to take parental leave on a continuous or intermittent basis (in one day increments). Intermittent paid parental leave shall require supervisory approval. An employee parent must consult with his or her supervisor and make a reasonable effort to schedule intermittent paid parental leave as soon as practicable. CTA requires notice at least 48-hours in advance, so as not to unduly disrupt the CTA's operations.

#### 15.21 FITNESS FOR DUTY EXAMINATIONS

Effective July 1, 2023, the Authority may require any safety sensitive employee with an entered service date as a safety sensitive employee after January 1, 2020 to pass a fitness for duty examination every three years following the date the employee becomes a safety sensitive employee. Effective January 1, 2024, the Authority may require any

safety sensitive employee with an entered service date as a safety sensitive employee after January 1, 2014 to pass a fitness for duty examination every three years following the date the employee becomes a safety sensitive employee. Effective January 1, 2025, the Authority may require any safety sensitive employee to pass a fitness for duty examination every three years following the date the employee becomes a safety sensitive employee.

Subject to the implementation schedule set forth above, employees will be subject to fitness for duty examination in groups by reverse seniority order by classification, and the Authority shall have the sole discretion to determine the order in which classifications will be subject to fitness for duty examination. The Authority shall provide at least 90 days of notice to employees of the need to complete a fitness for duty examination. The Authority will not require employees to obtain a triennial fitness for duty examination on a scheduled day off, but employees may choose to have the fitness for duty examination on a scheduled day off and the Authority will compensate the employee for the actual time spent obtaining that examination up to but not to exceed four hours at their regular rate of pay.

Fitness for duty examinations will be conducted only by an Authority contracted vendor. The Authority will go out to bid for not less than two vendors to conduct fitness for duty examinations by Certified Medical Examiners as designated by the FMCSA as applicable. The Authority shall have the right to determine the content of such routine fitness for duty examinations based on the duties and requirements of each safety sensitive position. However, FMCSA medical guidance (as updated from time to time) shall apply to fitness for duty exams and the Authority shall continue to utilize human performance evaluations it determines are appropriate for its safety sensitive positions.

For purposes of the triennial fitness for duty examination only, in cases where the Authority's physician does not find that the employee is physically fit for duty in his regular job classification and the employee's personal physician is in disagreement on the question of the employee's fitness to return to work, the Authority and the Union will choose a third physician to examine the employee and the third physician's decision shall be binding on the parties. The cost of the third physician will be borne by the Authority.

If an employee is found unfit for duty as a result of a fitness for duty examination, the employee shall be taken out of service and placed into the sick book. The employee shall be eligible for transfer to Area 605 pursuant to Article 12.21 and Attachment D. An employee found unfit for duty shall also have the right to seek an accommodation from the Accommodation Review Committee. If an employee is required to undergo a sleep study solely due to the triennial Fitness for Duty examination, the Authority will not remove the employee from service until the sleep study is complete provided that the employee obtains the sleep study in a reasonable period of time.

At least 6 months prior to the rollout of the fitness for duty program, and at least every 6 months thereafter, the parties agree to meet and discuss the implementation of the program and any issues arising under the program.

The provisions of this Section apply only to routine fitness for duty examinations and shall not limit the Authority's right to conduct fitness for duty examinations of new hires, employees who transition from non-safety sensitive positions to safety sensitive positions, and employees who are out of service for 90 or more consecutive days. The provisions of this Section also shall not apply to the Authority's right to evaluate employees who are out of service for 7 to 89 days.

15.22 FLEX-SAVINGS PROGRAM Effective January 1, 2023, bargaining unit employees will be eligible to participate voluntarily in the Authority's healthcare flex-savings program.

15.23 WELLNESS PROGRAM Effective January 1, 2023 through December 31, 2025, bargaining unit employees will be eligible to participate in the Authority's voluntary wellness program (currently known as the Motivate Me wellness program). Bargaining unit employees who comply with the requirements of the Motivate Me wellness program will pay the prior year's premium rate (e.g. an employee who complies with the Motivate Me program in 2023 will pay the health insurance premium rate for 2022).

## **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 Union 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 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 ARBITRATION PROCEDURES 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 20 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 MEDIATION-ARBITRATION PROGRAM 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 Local 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) Mediators-Arbitrators 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 SETTLEMENTS** 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 MERGER OF LESSER DISCIPLINE CASES WITH DISCHARGES** 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.

## **ARTICLE 17A – AVAS**

**17A.1 AGREEMENT** The CTA and Local 241 agree to use the procedures and dispute resolution methods set forth in Arbitrator Benn's Revised AVAS Order dated February 4, 2012 attached hereto as Attachment Q.

## **ARTICLE 18 – RETIREMENT PLAN**

The Retirement Plan is a part of this Agreement in all respects and for all purposes, including future proposals for revision in the Plan and in the negotiation or arbitration of proposed revisions. The Retirement Plan is subject to 40 ILCS 5/22-101 as amended. The Retirement Plan for Chicago Transit Authority Employees is set forth in full as Appendix A hereto and made a part hereof.

The Authority shall have the right to establish one (1) or more retirement plans as provided for in §22-101(a) of the Illinois Pension Code.

## **ARTICLE 19 – RETIREE HEALTH CARE TRUST**

Pursuant to and in accordance with 40 ILCS 5/22-101B, as amended, the Retiree Health Care Trust has been established and shall be governed in accordance therewith.

## **ARTICLE 20 – TERM OF AGREEMENT**

**20.1 PERIOD COVERED** This Agreement shall be in force and effect on January 1, 2020 and shall continue in force and effect to and including December 31, 2023, and from year to year thereafter.

**20.2 CHANGES** Either of the parties hereto shall have the right to open this Agreement for modifications and or additions to be effective January 1, 2024, or any anniversary date thereafter by written notice to the other party sixty (60) days prior to such anniversary date. Notification submitted in accordance with the foregoing shall contain a written statement of all modifications and or additions to the Agreement which are proposed. If no agreement is reached within said sixty (60) days, or such further time as the parties may agree upon, the matter shall be submitted to arbitration as provided in Article 17. All conditions of this Agreement are to continue in full force and effect until changed, revised or amended from time to time by agreement of the parties or by the decision of the Board of Arbitration.

**20.3 SEPARABILITY** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.


**20.4 RTA REOPENER** The Metropolitan Transit Authority Act, in Section 28a.(b)(2), provides that any agreement of the Authority may be reopened if the amended budget submitted pursuant to Section 2.18a. of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority.

**20.5 SOLE AGREEMENT** This written Agreement and the documents attached hereto in Exhibit A, Local 308 and Exhibit B, Local 241 constitute the entire written Agreement between the parties, with the exception of settlement agreements.

IN WITNESS WHEREOF, THE CHICAGO TRANSIT AUTHORITY, a municipal corporation, has caused this Agreement to be signed in duplicate by the Chairman of the Chicago Transit Board and attested by its Secretary, AMALGAMATED TRANSIT UNION, LOCAL 241 has caused this Agreement to be signed in duplicate by its President and Business Agent and attested by its Financial Secretary-Treasurer, and AMALGAMATED TRANSIT UNION, LOCAL 308 has caused this Agreement to be signed in duplicate by its President and Business Agent and attested by its Secretary-Treasurer, this 29th day of June, 2023.

Authorized by Chicago Transit Board Ordinance No. 022-022

CHICAGO TRANSIT AUTHORITY



Lester Barclay  
Chairman, Chicago Transit Board

ATTEST:



Georgette Greenlee,  
Secretary  
Chicago Transit Board

RECOMMENDED:



Dorval R. Carter, Jr  
President, Chicago Transit Authority



Thomas McKone  
Chief Administrative Officer  
Chicago Transit Authority

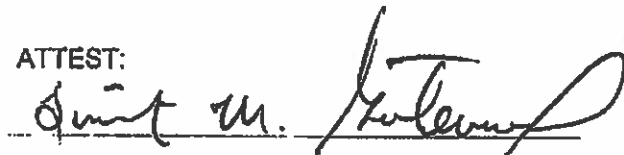


Brad L. Jansen  
Deputy General Counsel, Labor and  
Employment  
Chicago Transit Authority

AMALGAMATED TRANSIT UNION, LOCAL  
241



ATTEST:



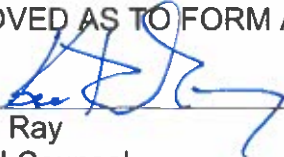
AMALGAMATED TRANSIT UNION, LOCAL  
308



ATTEST:



APPROVED AS TO FORM AND LEGALITY:



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Kent S. Ray  
General Counsel  
Chicago Transit Authority