#840019

ATU/CTA Contract

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CTA-ATU WAGES AND WORKING CONDITIONS AGREEMENT

2000 - 2003

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the Union commencing 30 days after the effective date of this Agreement or commencing 30 days after their date of hire. Notwithstanding the foregoing, nothing in this Section shall inhibit or interfere with the fair share rights and obligations of the employees as set forth in the IPLRA and as detailed in the Fair Share Memorandum of Understanding between the parties which is incorporated by reference herein.

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 of the date of the request. Such request shall be in writing and be made to the Employee Relations Division.

2.5 CHECKOFF Commencing within 30 days of 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 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 Section 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 308 agrees that they will not 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 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, 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.

A. (1) Effective October 1, 2000, the top hourly wage rate for Rapid Transit Operators will be increased by $.50, yielding a rate of $20.51 per hour.

(2) Effective July 1, 2001, the top hourly wage rate for Rapid Transit Operators will be increased by $.50, yielding a rate of $21.01 per hour.

(3) Effective October 1, 2001, the top hourly wage rate for Rapid Transit Operators will be increased by $.30, yielding a rate of $21.31 per hour.

(4) Effective July 1, 2002, the top hourly wage rate for Rapid Transit Operators will be increased by $.30, yielding a rate of $21.61 per hour.

(5) Effective October 1, 2002, the top hourly wage rate for Rapid Transit Operators will be increased by $ .30, yielding a rate of $21.91 per hour.

(6) Effective July 1, 2003, the top hourly wage rate for Rapid Transit Operators will be increased by $.40, yielding a rate of $22.31 per hour.

(7) Effective October 1, 2003, the top hourly wage rate for Rapid Transit Operators will be increased by $.70, yielding a rate of $23.01 per hour.

Monthly, hourly and other salaried classifications covered in the Agreement between CTA and Local 308 will be increased at the same time and by the percentage equivalents of the amounts referred to in (1) through (7) above.

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 Rapid Transit Operator, Motor Operator, Ticket Agent

Job Classifications Percentage

Janitors 85%

Crossing Gate Attendants 85%

Car Servicers 85%

Ticket Agent 90%

Track Worker I 85%

Laborers 85%

Track Worker II 85%

Pump Operator 85%

Fork-Lift Operator 85%

Motor Washer 85%

Track Welder Helper 85%

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

D. EMPLOYEES HIRED ON OR AFTER DECEMBER 1, 1974

BUT BEFORE DECEMBER 1, 1977

All new employees hired by the Authority in the bargaining unit on or

after December 1, 1974 but before December 1, 1977, shall progress to the basic maximum rates of pay shown in the effective rate schedules on file with the parties ("Rate Schedules II"). Employees hired during the period specified above will attain the maximum rates of pay after the completion of twenty-four (24) months of employment.

E. EMPLOYEES HIRED ON OR AFTER DECEMBER 1, 1977

THROUGH MAY 15, 1980

classification (or classifications) in which an employee works during the first forty-two (42) months following date of employment or transfer into the bargaining unit:

First 12 months 75% of the actual paid rate of the classification

Next 12 months 80% of the actual paid rate of the classification

Next 12 months 85% of the actual paid rate of the classification

Next 6 months 90% of the actual paid rate of the classification

Thereafter 100% of the actual paid rate of the classification

(2) The basic progression rates of pay and the basic maximum rates of pay for each classification payable to employees hired or transferring into the bargaining unit on or after May 16, 1980 are shown in the effective rate sheets on file with the parties ("Rate Schedules IV").

G. EMPLOYEES HIRED OR TRANSFERRING INTO THE BARGAINING UNIT ON OR AFTER SEPTEMBER 26, 1990 All employees hired by the Authority or transferring into the bargaining unit on or after September 26, 1990 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 70% of the actual paid rate of the classification

Next 12 months 75% of the actual paid rate of the classification

Next 12 months 80% of the actual paid rate of the classification

Next 6 months 85% of the actual paid rate of the classification

Thereafter 100% of the actual paid rate of the classification

H. 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 unit 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.

Authority and the Union; provided, however, that the employee must pay the difference if the cost of the HMO premium is higher than that of the cost of the health insurance benefit provided above.

Effective September 26, 1990, part-time employees who enter a full-time position will retain their existing benefits for a 3-month period, after which they will be entitled to the benefits of a full-time employee.

Effective July 1, 1991, the insurance coverage applicable to part-time employees will be available to the dependents of part-time employees with more than one year of service. The contribution percentages stated above will apply for such dependent coverage.

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 100% of the full-time employee's wage rate. Part-time employees shall accrue credit towards completion of the progression schedule at the rate of 173.3 hours worked equaling one 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. The maximum number of part-time employees shall not exceed 20% of the number of full-time employees, except that part-time Servicers shall not exceed 15% of full-time Servicers. The percentage shall be applied proportionately between bus and rail.

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

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 50% thereafter.

J. Part-time operators who have completed one (1) year of continuous

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.

II. 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 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-hour period, the employee will be paid a minimum of three (3) hours.

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

C. The maximum number of part-time operators shall not exceed 20% of the number of full-time operators.

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 providing all regular full-time operators on the extra board who are scheduled to work have been assigned. For the purposes of this Section, 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 Section, non-scheduled work is defined as any piece of work not posted to be picked.

E. All pieces of work that equal 7-3/4 hours of platform time or more within the allowable spread time shall be coupled and made into runs.

F. The hourly rate paid to operators in the special part-time classification shall be

65% of the full-time operator rate. The following rates shall be effective on or after:

10/01/00 $13.332

07/01/01 $13.657

10/01/01 $13.852

07/01/02 $14.047

10/01/02 $14.242

07/01/03 $14.502

10/01/03 $14.957

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) Eight cents ($.08) per hour, if the employee works a trick or shift scheduled to finish after 8:00 P.M. and up to 2:00 A.M.

(b) Eleven cents ($.11) per hour, if the employee works a trick or shift scheduled to finish after 2:00 A.M.

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' pay. Employees required to perform jury duty may have their 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

Conductor

Rapid Transit Operator

Chief Foot Collector

Foot Collector

Loop Platform Worker

District Supervisor

Traffic Supervisor I and II

Senior Station Instructor

Supervising Instructor I and II

Instructor I and II

Agent Supervisor

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. The Authority will implement voucher procedures for distribution of the uniform allowance commencing May 1, 1986. Until such time, the uniform allowance will be payable in cash.

1. New employees, hired after November 8, 1985, 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 20% of the applicable allowance.

C. Maternity Uniform & Knee Length Summer Clothing - A Union-Management committee consisting of two representatives appointed by Local 308 and two representatives appointed by the CTA, with full right of substitution, shall establish approved maternity and work

Painter (Craft)
Crane Operator "A" (Craft)
Crane Operator "B" (Craft)
Crane Operator Helper
Derrick Car Laborer

4. 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. Shoe Allowance - Effective January 1, 2001, employees in the Engineering and Maintenance Department who are eligible to receive a work clothing allowance will also receive a shoe allowance of fifty dollars ($50.00) per year, under the same terms and conditions as apply to the work clothing allowance under Paragraphs 4.6 II A, B and C above.

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

paid the difference between the daily remuneration received from the State agency and the employee's wages, with a minimum of eight (8) hours' 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 their 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 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 30 minutes and paid a minimum of eight (8) hours.

4.14 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 of an employee's paycheck shall be explained on the paycheck stub, and any special pay additions shall also be explained.

Effective the date of ratification (September 5, 2001), a grievance settlement shall be reduced to writing, signed and dated by a representative of the Employee Relations Department and a representative of ATU Local 308 no more than seven (7) days after the Agreement is reached between Union and Management. 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

(a) OVERTIME - All time worked by an employee, excluding craft classified personnel, in excess of eight (8) hours in any one day and all time worked outside of the regularly scheduled hours shall be paid at the rate of 1 and 1/2 times the employee's straight time hourly rate. Overtime shall not be duplicated.

Craft classified personnel of the Rail System Maintenance Departments shall receive double their straight time hourly rate for all time worked in excess of eight (8) hours in any one day and all time worked on scheduled days off or time worked outside of the regularly scheduled hours. Daily and scheduled day off overtime shall not be duplicated.

To qualify for overtime for an employee's day off, the employee must have worked their

five (5) 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.

(b) SHOW-UP PAY The minimum pay for any employee reporting for a show-up shall be determined by the provisions of "Appendix D", which is attached hereto as Attachment I, and is incorporated by reference herein.

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

(d) 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.

5.2 OPERATIONS EMPLOYEES

(a) REGULAR RUNS OR TRICKS Regular full time runs or tricks shall pay not less than eight (8) hours each, exclusive of spread time allowance.

All motor operator, conductor and operator schedules on Sundays shall be worked into regular runs or tricks paying not less than eight (8) hours each. There shall be no regularly scheduled scrubs or tricks with less than eight (8) hours pay on Sundays.

All motor operator, conductor and operator work shall be built into regular runs paying not less than eight (8) hours, exclusive of spread time allowance, except as modified by the provisions of Section 3.6 of

and the employee's anniversary of employment, will receive not less than three (3) hours' pay if not assigned to any work and not less than six (6) hours' pay if assigned any work. If such assignment is for more than six (6) hours and up to seven (7) hours, it shall pay seven (7) hours and if more than seven (7) hours and up to eight (8) hours, it shall pay eight (8) hours.

(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 eight (8) hours per day, exclusive of spread time premium pay and forty (40) hours pay for five (5) days' 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 for any cause whatsoever on any one (1) of the five (5) days in the calendar week, exclusive of the regularly scheduled days off, shall result in a deduction of eight (8) hours' pay from the minimum guarantee for each such failure. The provisions of this sub-section (e) shall not apply to part-time operators, who are covered under Section 3.6 II 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' pay.

(f) WORKING TIME All pay time, exclusive of spread time premium pay, shall be considered as working time and shall be included in the computation of

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 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 minute relief period.

CUSTOMER ASSISTANT AGREEMENT The Customer Assistant

Agreement effectuated July 3, 1997 is incorporated herein as Attachment E.

(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 minimum guarantee, whichever is greater.

(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 their 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 the 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.

5.3 MAINTENANCE EMPLOYEES

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

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.

6.3 OVERTIME All motor operators, conductors and rapid transit operators working Block Runs shall be paid at the rate of time and one-half for all time worked over ten (10) 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.

SPREAD TIME Block Runs shall be completed within thirteen (13) hours from

report time to finish time. There is no spread premium pay.

6.5 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 5 and 3/4 consecutive hours without a relief for meals.

6.6 CALCULATION OF DAYS WORKED FOR VACATION DAYS Block Run motor operators, rapid transit operators, and conductors working Block Runs shall be credited with 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.

6.7 PAY FOR HOLIDAYS, VACATION DAYS AND RANDOM DAYS For Block Run motor operators, rapid transit operators and conductors who work Block Runs, all holidays, vacation days, and random days will be paid eight (8) hours, for example, if said employee works three (3) days of the Block Run and the fourth day is scheduled off because of the holiday, said employee will be paid eight (8) hours for the holiday and forty (40) hours total for the week including the eight (8) hours holiday pay.

ARTICLE 7 - JOINT PILOT PROGRAM FOR ROSTERING/PREMIUM PAY

FOR RAPID TRANSIT OPERATORS (RTO)

7.1 Pilot Program This joint pilot program will commence upon execution of the new collective bargaining agreement and all aspects including Premium Pay will expire at the end of the last day of the term of the new agreement unless extended by the mutual agreement of the parties.

Pilot Project Description

Local 308

(a) The pilot program would be phased in to include these Rail Terminals (Midway/Orange, Kimball/Brown and Howard/Red North). Rostering would include Operators, Customer Assistants, Towerman and Switchman.

(b) Full-time RTO's while operating trains in revenue service with more than four (4) cars would receive an additional $1.00 an hour when the rostering proposal goes into effect.

(c) An objective of this pilot program will be to maximize the number of FTO's that will have weekends off.

(d) A Labor/Management Committee of two (2) representatives of Local 308 and two (2) representatives for the CTA will be established to implement the pilot program.

(e) Schedule for phasing the implementation of the locations under which rostering will develop are as follows:

Summer 2001 - Committee to meet and develop initial work selection procedures for Midway/Orange.

Fall 2001 - Implement rostering at Midway/Orange. Full time RTO's working at Midway/Orange while operating trains in revenue service with more than four (4) cars begin to receive an additional $1.00 an hour with the implementation of rostering at Midway/Orange.

Committee will meet weekly if necessary to identify issues raised from this pilot location.

Spring 2002 - Implement 2nd Location under rostering committee continues meetings to correct any issues that may arise.

Fall 2002 - Implement 3rd and last location under rostering.

Both sides of the Labor/Management committee must agree upon expansion of rostering to the 2nd location and to the 3rd location.

Once - 3rd pilot location is implemented, the committee will meet to discuss

8.1 (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. Craft classified employees in the Maintenance Department shall observe the Friday immediately following Thanksgiving Day as a holiday instead of Easter Sunday. No option shall prevail for this holiday for these employees.

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.

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.

When a holiday occurs on an employee's scheduled day off and the employee is called out to work, the employee shall be paid the applicable rate for working the employee's day off for all time worked, eight (8) hours' holiday pay and holiday premium time.

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 applicable overtime rate for all time worked on such holiday, subject to appropriate minimum guarantees.

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' pay for the holiday at his or her regularly classified rate or stipulate a work date off with eight (8) hours' pay at this regularly classified rate within a period of 30 days preceding or 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' 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.

8.2 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 8.1 of the Agreement.

(b) For the purpose of receiving holiday pay, an "active employee" under

9.2 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 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.

9.3 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 3 weeks', 4 weeks', 5 weeks' or 6 weeks' vacation, provided the employee's continuous service less any broken service, as above defined, in excess of three (3) years, equals or exceeds 5 years, 10 years, 20 years or 30 years as the case may be.

9.4 200 DAY REQUIREMENT To receive the established normal vacation allowance an employee must have worked at least 200 days during the

and for employees having one (1) year of service but less than two (2) years of service

Employees having less than one (1) year of service with minimum calendar days in service Days Worked Vacation Allowance in working days with eight (8) hours' pay per day

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

Days Worked Vacation Allowance in working days with eight (8) hours' pay per day

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

Days Worked Vacation Allowance in working days with eight (8) hours pay per day

0 to less than 13 0
13 to less than 27 1
27 to less than 40 2

or more but less than thirty (30) years of continuous service

Days Worked Vacation Allowance in working days with eight (8) hours pay per day

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 56 5
56 to less than 64 6
64 to less than 72 7
72 to less than 80 8
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
136 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

Days Worked Vacation Allowance in Working days with eight (8) hours per pay day

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

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.

9.10 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.

9.11 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.

9.12 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 serve basis. Permission for VRD's will be granted by managers, foremen or supervisors within the employee's specific work unit and dependent on manpower constraints and controls.

(c) (Operations) - VRD's 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.

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 308 may place a representative on the Committee which administers the Authority's Welfare Fund. Said representative shall have input but no right to vote on any decision.

(c) The Authority and the Union 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 area.

(d) A Union-Management Committee will meet and confer on issues concerning the past practice provisions of the CTA-ATU Wages and Working Conditions Agreement. This Committee will jointly issue a report containing findings and recommendations, if any, on these issues and submit this report to the respective boards of the CTA and the Union locals no later than December 31, 1987.

(e) 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.

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

(g) A Union-Management Committee of three (3) representatives from the employer 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.

10.5 MUTUAL COOPERATION The Authority and the Amalgamated Transit Union 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

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.

10.10 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 24 hours.

10.11 COMPLAINTS Anonymous complaints shall not be entered on an employee's record. An employee may be required to see his 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.

10.12 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.

10.13 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.

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

10.15 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 1, 1995 as amended January 1, 2000) and Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees (Effective

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.

10.23 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 Local 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.

10.24 THIRTY DAY TRIAL PERIOD The Authority has the right to return a bargaining unit employee to their 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 their 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 year after returning to their former position.

10.25 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 Chicago Transit Authority and Amalgamated Transit Union, 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 Chicago Transit Authority without a valid drivers license. If any employee should receive notice from any competent authority that they shall lose their driving privileges through a suspension/revocation/cancellation/disqualification, action involving the employee's drivers license, the employee must immediately report said notice to their 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 180 consecutive calendar days from the effective date of said action to obtain full reinstatement of their driving privileges provided the

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.

ARTICLE 11 - OTHER WORKING CONDITIONS

11.1 GENERAL

(a) WORK LIMITATIONS The Authority shall have the unqualified right to make up schedules for regular employees on a 40-hour week basis. It is understood that the 40-hour week will consist of five (5) days of eight (8) hours each 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 vacation, the employee shall be entitled to a pro-rated vacation at that time based upon his service since the previous May 31st. The employee shall be entitled to the pro-rated vacation only in the event that he 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 or more years of service and a satisfactory record will be eligible for the CTA's Fundamentals of Electrical and Mechanical

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 shall be entitled

to pick once a year with the understanding there will be a right of assignment based on service requirements.

(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 Operator's Seniority List.

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

Class "A" shall consist of Tower Operators working at the following locations:

North Section South Section West Section

Howard 61st Street #18 - Lake & Wells

Wilson Ashland LaSalle-Congress

Clark Jct. 95th Street Van Buren/Wabash

Kimball Rosemont

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

(3) Ticket Agents may pick up their paychecks at the Merchandise Mart.

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

(5) 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 a Conductor, Ticket Agent and Motor Operator. Within twelve (12) months of the initial qualifications, the employee shall be required to qualify as either a Switch Operator or Tower Operator or Foot Collector at the option of the Authority. Present Train Service Employees shall have the option by seniority to qualify as ticket agents. Present Ticket Agents shall have the option by seniority to qualify as Conductors and Motor Operators and other Train Service Employee classifications.

(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, 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.

11.3 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.

(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.

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 $200.00 per week and such weekly compensation allowance, if less than $200.00 per week, 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.

12.4(a) COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing 80% of full payment of the usual and customary cost of a semi-private hospital room; 80% of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); 80% of full payment for usual and customary cost of emergency hospital out-patient services incurred within 72 hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but not in excess of (a) 80% of usual and customary charges for one visit; (b) one (1) visit in any one (1) day; (c) 365 visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a) treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at 80% of usual and customary charges. In the event the employee or dependent fails to comply

Rx - Retail (generic/brand) $0/$3.50 Copay
Rx - Mail (generic/brand) $0/$3.50 Copay
Monthly Premium (S/F) $328.07/$666.89
Monthly Ee Contributions (S/F) $50.12/$91.07

Monthly employee contributions for Health Care shall not be increased through

12-31-02

Opt Out Option

CTA will buy back benefits at $950/year per eligible active employee. Eligibility requires proof of alternative coverage. The $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.

PPO Plan Design Effective 01-01-02
BC BS PPO
Option 1 Plan
In-network Out-of-network
Deductible (Single/Family) $100/$200 $100/$200
Coinsurance 100% 80%
Out of Pocket Limit (Single/Family) $0 $1200/$2400
Office Visits (after deductible) 100% 80%
Rx - Retail $3/$5/$15 copay (generic/form/non-form)
Rx - Mail (90 day supply v. 30) Covered w/2x retail copay
Monthly Employee Contributions Single - $50.12 / Family - $91.07
Option 2 Plan
In-network Out-of-network
Deductible (Single/Family) $100/$200 $100/$200
Coinsurance 90% 70%
Out of Pocket Limit (Single/Family) $1000/$2000 $3000/$6000
Office Visits (after deductible) 90% 70%
Rx - Retail $3/$5/$15 copay (generic/form/non-form)
Rx - Mail (90 day supply v. 30) Covered w/2x retail copay
Monthly Employee Contributions Single - $31.64 / Family - $53.50
Option 3 Plan
In-network Out-of-network
Deductible (Single/Family) $250/$500 $500/$1000
Coinsurance 80% 60%
Out of Pocket Limit (Single/Family) $2500/$5000 $5000/$10,000

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:

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

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

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

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

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

(c) 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 percent (80%); 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,

Family Coverage $18.46

Effective January 1, 2002, the Employee Premium deduction formula reflecting 75% of the premium increase, 2002 over 2001 will be utilized, however there shall be no increase in employee contributions.

(b) Effective January 1, 2003, the Employee Premium deduction formula reflecting 75% of the premium increase, 2003 over 2002 and the caps of $0.13 per hour and $0.25 per hour single/family, respectively will be utilized for Options II and III in addition to Option I.

12.5 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 percent (100%) of the premium cost of the employees' own premium, and seventy-five percent (75%) 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 $2,000.00 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, onlays 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 $25.00. The family cash deductible is $50.00. It applies each calendar year, except that:

(a) if the cumulative family deductible is not satisfied in a calendar

(c) charges for a diagnostic oral examination are covered only once in a 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.

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.

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.

Current HMO Plan Designs to Remain in Effect
Until 12-31-01
Humana HMO
In-network Out-of-network
Office Visit Copay $0 None
Emergency Room Copay $0
Rx - Retail (generic/brand) $3/$3 Copay
Monthly Ee Contributions (S/F) $9.51/$24.64
HMO Illinois
In-network Out-of-network
Office Visit Copay $0 None
Emergency Room Copay $10
Rx - Retail (generic/brand) $3/$8 Copay
Monthly Ee Contributions (S/F) $15.12/$39.11

Monthly employee contributions for HMO shall not be increased through 12-31-02

Opt Out Option

CTA will buy back benefits at $950/year per eligible active employee. Eligibility requires proof of alternative coverage. The $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.

HMO Plan Designs Effective 01-01-02
Unicare HMO
In-network Out-of-network
Office Visit Copay $10 None
Emergency Room Copay $15
Prescription Drug Copay
Rx - Retail $3/$5/$15 copay
(generic/formulary/non-formulary)
Rx - Mail (90 day supply v. 30) Covered w/2x retail copay
HMO Illinois
In-network Out-of-network
Office Visit Copay $10 None
Emergency Room Copay $15
Prescription Drug Copay
Rx - Retail $3/$5/$15 copay
(generic/formulary/non-formulary)
Rx - Mail (90 day supply v. 30) Covered w/2x retail copay

HMO Illinois $6.98 - Single $18.05 - Family

Humana $4.39 - Single $11.37 - Family

Monthly employee contributions for HMO shall not be increased through

December 31, 2002.

(b) Effective January 1, 2003, the Employee Premium deduction formula in reflecting 75% of the premium increase, 2003 over 2002 and the caps of $.11 per hour and $.20 per hour single/family, respectively will be utilized.

12.8 DENTAL MAINTENANCE ORGANIZATIONS - (DMOs) If practical, employees will be permitted to participate in DMOs approved by the Authority and the Union. The Authority shall contribute one-hundred percent (100%) of the premium cost of the employee's own premium or an amount equal to 100% of the employer paid premium for the Dental Plan (Section 12.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five percent (75%) of the premium cost of the dependents' premium or an amount equal to seventy-five percent (75%) of the employer paid premium for the Dental Plan (Section 12.5(A)), whichever is the lesser amount.

12.9 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.

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

(a) legal wife or husband,

(b) unmarried children from birth to age 19 years, and

(c) unmarried children 19 years, but under 23 years of age, who have

their legal residence with the employee, who are wholly dependent upon the employee for maintenance and support and for whom the employee is legally responsible for the child's actions, and who are in regular full-time attendance at an accredited secondary school, college or university. The coverage of a dependent child shall not cease because of the attainment of

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.

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

12.15 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT All employees shall be covered by $225,000.00 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.

12.16 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.

12.17 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.

12.18 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.

12.19 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

Article 14.

In cases involving demotion or discharge, an employee must in writing elect between having his 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 Chicago Transit 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 14 - ARBITRATION

14.1 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

Section 14.1 are time-barred, unless extended in writing signed by both the Authority and the Union.

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

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 for Chicago Transit Authority employees is set forth in full as Appendix 'A' hereto and made a part hereof.

ARTICLE 16 - TERM OF AGREEMENT

16.1 PERIOD COVERED This Agreement shall be in force and effect on January 1, 2000 and shall continue in force and effect to and including December 31, 2003, and from year to year thereafter.

16.2 CHANGES Either of the parties hereto shall have the right to open this Agreement for modifications and/or additions to be effective January 1, 2004, 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 both parties may agree upon, the matter shall be submitted to arbitration as provided in Article 14. 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.

16.3 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.

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

SOLE AGREEMENT This written Agreement and the documents attached

hereto in Exhibit A constitute the entire written Agreement between the parties, with the exception of Settlement Agreements.

In order to effectuate this provision, effective immediately upon ratification of the Agreement (September 5, 2001) the parties will form a Committee of four (4) people, two (2) from the Authority, and two (2) from Local 308 for the purpose of assembling all written agreements which the

Frank Kruesi, President

Chicago Transit Authority

_____

Dorval R. Carter, Jr., Executive Vice President

Management & Performance

_____

Robert M. Gierut, Vice President

Employee Relations

APPROVED AS TO FORM AND LEGALITY

_____

Robert S. Rivkin

General Counsel

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2000-2003 CTA-ATU Collective Bargaining Agreement

ATTACHMENT A

MEMORANDUM OF AGREEMENT
LIGHT DUTY JOBS (Area 629)

This Memorandum of Agreement is between the negotiating committee of the Chicago Transit Authority (referred to herein as "CTA" or "Authority") and the negotiating committee of the Amalgamated Transit Union, Local 308 (referred to herein as "Local 308" .

The parties agree as follows:

1. This Memorandum of Agreement is subject to the ratification of the employees and the Authority's Board of an entire agreement between the parties. If an entire agreement is not ratified by the employees and/or the Authority's Board, this individual agreement shall be void and withdrawn.

2. The Authority will create a job classification of "Maintenance Cleaner-Restricted Duty", as a full-time, temporary position.

3. The Authority may, in its sole discretion, create additional job classifications, or use existing job classifications, with a "light duty" or "restricted duty" designation, but nothing herein obligates the Authority to do so.

4. Nothing herein obligates the Authority to include any designated "light duty" or "restricted duty" position in any of its budgets, or to provide otherwise for the filling of such a position, or to place any individual in such a position, even if a budgeted vacancy is available.

12. Employees in light duty positions will be entitled to the benefits otherwise due to the employees had they not been placed in Area 629.

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ATTACHMENT B

SPECIAL UTILITY WORKER

The Authority will create a new job classification, Special Utility Worker, bus/rail, to perform cleaning duties as assigned. Said job shall be limited to not more than 50 employees at any one time during the term of this Agreement. The Authority will offer said Special Utility Worker, bus/rail, job to employees in the following order:

a. Employees in Area 605, who the Authority determines are able to perform in the work assigned.

   The Unions and the Authority will meet to discuss the priority for selection of different classes of employees within the Area 605. Area 605 employees shall be selected by seniority. If the work to be assigned is within Local 308's jurisdiction, Local 308 unit employees in Area 605 shall have first priority. If the work to be assigned is within Local 241's jurisdiction, Local 241 unit employees in Area 605 shall have first priority. If there are not enough available said Area 605 employees within the applicable Local Union's jurisdiction of the work assigned the Authority will offer the said Special Utility Worker's, bus/rail, job to said employees in the other Local Union's jurisdiction.

b. If there are not enough Area 605 employees available who the Authority determines are able to perform the work, the Authority will offer said work to newly hired part-time employees. Said part-time employees shall not

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2000-2003 CTA-ATU WAGE AND WORKING CONDITIONS AGREEMENT

ATTACHMENT C

TICKET AGENT SHORTAGE AGREEMENT

PREAMBLE

The Chicago Transit Authority (CTA) and Amalgamated Transit Union, Local 308, AFL-CIO, CLC (Local 308) have negotiated and enter into this Settlement Agreement (this Agreement) in final and binding resolution of the various employee revenue shortages and related grievances described both herein and in the attached appendix. With respect to the numerous individual grievances covered by this Agreement, this Agreement constitutes a final, binding, and conclusive resolution of the claims raised by such grievances, except as may be necessary to enforce the terms of this Agreement.

The CTA and Local 308 recognize and acknowledge the continuing need to improve the security of the CTA's revenues as well as the working conditions of bargaining unit personnel. Both further recognize and acknowledge the benefit to labor and management - reflected in this Agreement - of on-going efforts to devise, implement, and improve an orderly, fair, and secure revenue and collection system. This Agreement is the result of both parties' efforts to address these concerns in a constructive and mutually beneficial manner.

I. SPOT VERIFICATION OF AGENTS' RECEIPTS

Effective within thirty (30) days of the date of this Agreement, the CTA will institute a system of random spot verifications of Ticket Agents' receipts. Personnel who shall perform these spot verifications may include Superintendents, Assistant Superintendents, Agent Supervisors, Agent Supervisors Superintendents, Rail District Superintendents, and Pool Supervisors (when they are performing the duties of their higher job classifications). The CTA will ensure that no less than eighteen (18) Agent Supervisors,

revenue in question has been handled by the Ticket Agent (i.e., the actual calendar date of the drop, as may be shown on the Ticket Agent's report) to the end of that Ticket Agent's third working day hence. However, if a Sunday is involved in the three working day count, one additional day will be added to the three working day notification process for each Sunday that the ticket agent works; i.e., if the first day is Friday, Saturday or Sunday, then one working day will be added to the three working day count for notification.

The CTA will notify Ticket Agents of amount of all alleged shortages discovered by Revenue Accounting personnel (e.g. VISIFARE discrepancies) within thirty (30)

calendar days of the occurrence of the shortage (i.e., the actual calendar day of the drop, as may be shown on the Ticket Agent's report.) In the event that a Ticket Agent is not notified in a timely fashion, the Ticket Agent may not be disciplined in connection with the shortage nor required to reimburse the CTA for the amount of the shortage in question.

The CTA shall in each instance notify the ticket agent of an alleged shortage by a telephone call to his or her work location or by written notification sent to the employee's work location. Such written notification must be contained in a envelope marked "PERSONAL' addressed to the ticket agent by name and badge number and sent to the station where the ticket agent is working. Two copies of the notice of alleged shortage must be sent to the station. The ticket agent should sign one of the copies to indicate that he or she has received the notification. Should the ticket agent refuse to sign, the person who has delivered the copy to the ticket agent must note his or her name on the notice along with the time of delivery and the location where delivery was made. In any event, one copy of the notice must be left with the ticket agent.

It is understood and agreed that the purpose of this provision is to ensure that prompt notification will be afforded all Ticket Agents who may be charged with alleged shortages. To ensure the efficient performance of such notice for its intended purposes, the parties acknowledge that:

- It is the responsibility of the CTA to ensure that Ticket Agent booths are properly equipped with telephones which function as intended.

The parties to this Agreement acknowledge these responsibilities, and pledge their good faith efforts to ensure performance of them.

III. PROGRESSIVE DISCIPLINE

Effective within thirty (30) days of the date of this Agreement, no form of discipline

It is understood that the foregoing constitute agreed upon disciplinary guidelines. However, if unusual situations or extenuating circumstances are present, the situation may warrant consideration of deviation from the guidelines based upon all the facts available for review. Accordingly, these guidelines may not be inflexibly applied as a matter of rote, but are intended to be used as a guide for the considered judgment of supervisory personnel who must in each case view all of the facts of an employee shortage in their proper context. In addition, in recognition of the fact that some Ticket Agents may have currently accumulated a number of shortages under circumstances which this Agreement is intended to improve, these guidelines may not be applied to employee shortages occurring prior to the date of this Agreement.

Mandatory individual retraining for non-math errors by Ticket Agents is abolished effective the date of this Agreement. Individual retraining for math errors may be required when appropriate, as is generally set forth above. Ticket Agents who voluntarily desire retraining may receive it as schedules permit, without having any indicia of discipline attached to their work records in connection with such voluntary retraining.

IV. SETTLEMENT OF GRIEVANCES

All grievances concerning employee shortages which were pending on or after October 1, 1982 to and including September 12, 1985, which have not as of the date of this Agreement been heard in arbitration or amicably resolved, will be resolved as follows:

A. SHORTAGES

For each grieved shortage the CTA will pay each employee 50% (fifty percent) of the fine assessed, taking into account the extent to which the employee has paid the fine assessed.

B. RETRAINING AND SUSPENSIONS

Employees will be compensated for all time lost as a result of discipline for alleged shortages as follows:

Working Days Lost Due to Discipline	Backpay Award
1st day of lost time	50% of wages lost
2nd day of lost time	40% of wages lost
3rd (and each following) day of lost time	30% of wages lost, per day

G. Rail vaults maintained at the terminals must be adequately secured at all times. The parties acknowledge that Superintendents share joint responsibility with Rail Terminal Clerks for the securing of rail vaults. Effective immediately, the CTA will ensure that Superintendents' observation of Clerks' "drops" in the rail vaults is properly performed and that reasonable alternatives to leaving the rail vaults unlocked at the terminals until filled are explored and implemented (e.g., by utilizing temporary locks, the keys to which only the Superintendents have access).

H. The CTA will permit periodic visits by representatives of Local 308 to Central Counting for the purpose of observing the procedures used to determine and verify Ticket Agents' shortages and overages contingent upon scheduling and security considerations. Such visits may occur on an annual or semi-annual basis or as mutually agreed.

I. Drop safes in Ticket Agents' booths will be periodically checked for design and maintenance defects. Cost-effective improvements will be implemented without undue delay. The parties recognize that it is imperative that Ticket Agents report known defects.

J. The CTA will take the following steps to improve security for Ticket Agents' receipts:

1) Alarm locks and sensitive interior doors at Central Counting will be installed wherever Ticket Agents' receipts are maintained;

2) Such other improvements as may from time-to-time come to the attention of the CTA from Local 308, bargaining unit personnel, or otherwise, will be implemented contingent upon merit, the labor contract, and available resources only.

K. The CTA will promptly conduct a time study for the purpose of determining whether the 5 minutes for "bagging time" currently allowed Ticket Agents is sufficient. The CTA will share the results of such study with Local 308, and will increase the time allowed if reasonably necessary.

L. Effective within thirty (30) days of the date of this Agreement, in all instances of discipline imposed for alleged Ticket Agent shortages, the CTA is required to provide to Local 308 upon request the seals, tags, and money

and the revenue and collection system within which they must perform their job functions. Such issues may include but need not be limited to:

- Revising current rules regarding reading on duty, playing radios, and smoking in the Ticket Agent booths;

- The feasibility of eliminating all forms of discipline for alleged Ticket Agent overages;

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2000-2003 CTA-ATU Collective Bargaining Agreement

ATTACHMENT F

CHICAGO TRANSIT AUTHORITY
Operations Divisions

MOTOR OPERATOR RECERTIFICATION PROGRAM

Prepared by:

Operations Training/Instruction Department
June 26, 1986
Revised January 7, 1987

demonstrates that the employee has operated in an exceptionally safe manner, the employee will have the option of foregoing recertification testing. If the employee exercises this option, a new certification card will be issued that will expire two years from the date of the employee's previous certification card. However, no employee will be permitted to exercise this option more than two consecutive times. This method assures that even the Authority's most proficient in-service vehicle operators are tested at least once in every six-year period and also provides an incentive for Motor Operators to maintain their job knowledge and operating skills.

The criteria for determining that an employee may be excused from testing and issued a new certification card are as follows:

C Employee must have worked as a Motor Operator, Switch Operator or Rapid Transit Operator, or any combination thereof, at least two hundred days per year during the previous two-year period.

C Employee must have no chargeable incidents.

C Employee must have no suspensions or corrective case interviews for safety-related violations.

Employee will be notified by superintendent or designee at least sixty days prior to expiration of the employee's certification card. It is the responsibility of the employee to contact the terminal superintendent or instructor and arrange to be tested or to declare his/her option to forego testing. Testing will be scheduled through mutual agreement of the Operations Training/Instruction Department and the employee.

C An employee who successfully completes recertification testing will be issued a new certification card that will expire two years from the expiration date of the employee's previous certification card.

CERTIFICATION CARD

The certification card is a wallet-sized identification card which states that the employee is a qualified Motor Operator and includes the employee's name, badge

number and signature and the expiration date of the card. Certification cards will be issued in the following manner:

C For startup, all employees who qualified for the Striving for Excellence program in 1986 will be issued GOLD cards. All others will be issued BLUE cards.

C Employees who are required to be tested will receive a BLUE certification card that states the employee has demonstrated through written and performance testing that he/she is a qualified Motor Operator.

C Employees who are eligible to forego testing and exercise the option will receive a WHITE certification card that states the employee has demonstrated through sustained excellence as a safe Motor Operator that he/she is a qualified operating employee.

C Employees who are eligible to forego testing but volunteer for testing will receive a GOLD certification card that states the employee has demonstrated through written and performance testing that he/she is a qualified operating employee.

C Employees who would be eligible to forego testing but must be tested because of the six-year requirement will receive a GOLD certification card that states the employee has demonstrated through sustained excellence as a safe Motor Operator and by passing both written and performance testing that he/she is an exceptionally qualified operating employee.

the card expires. These employees will be eligible only for a BLUE certification card upon taking and passing the recertification test.

Employees referred to retraining during the sixty-day expiration notification period must pass recertification testing after retraining and before returning to work.

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CTA-ATU COLLECTIVE BARGAINING AGREEMENT

ATTACHMENT H

EMPLOYEE ASSISTANCE PROGRAM

A. Services

The services of the Employee Assistance Program (EAP) will be available to full-time permanent employees who have completed one year of continuous service who voluntarily request assistance from the EAP, to first time rule violators under the circumstances described in Section B below, and to their family members or significant others who seek advice or assistance in the areas listed below. In addition, the services of the EAP will be available to individual part-time employees who have completed one year of continuous service and who voluntarily request assistance from the program or who are first-time rule violators under the circumstances described in Section B below. The areas for which advice or assistance may be sought are the following:

1. Substance Abuse
   Services for the treatment of substance abuse is available to eligible employees upon formal enrollment into the EAP and subject to the terms and conditions herein and the employee's chosen health care plan.

2. Financial, Legal and Domestic Relations Problems
   Services to assist with financial, legal or domestic relations problems are available to eligible employees without formal enrollment into the EAP.

3. Other
   Services to assist with emotional problems and other problems which affect the

B. Participation

1. Volunteers. Volunteers are those employees eligible to participate in EAP who request the assistance of the EAP on their own. The option of participating in the EAP as a volunteer will not be available to an employee after he or she has been notified to submit to breath/urine testing under CTA Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees and supplemental Policy for NonSafety-Sensitive Employees, nor can an employee become a volunteer when subject to disciplinary action in order to avoid the discipline.

2.a. First Time Rule Violators. If an employee eligible to participate in EAP, as defined in Section A above, with three (3) or more years of service violates the Authority's rules concerning alcohol, drug or controlled substance abuse (i.e., a rule violator), he/she may seek and be granted admission to the EAP, subject to the following limitations:

b. An employee who tests positive for alcohol (above specified limits), controlled substances or narcotics in the event of a vehicular accident involving a possible claim of personal injury or property damage will be discharged for the first such rule violation.

c. In the case of a first time rule violator with three (3) or more years of continuous service, except in vehicular accident involving the possible claim of personal injury or property damage as defined by the "Attachment H Appendix", the rule violation alone will not constitute a basis for justifiable discharge.

d. A first time rule violator with less than three (3) years of continuous service will be discharged on the basis of the rule violation alone. For a temporary employee who is hired as a part-time or full-time employee, any period between the time of his resignation and his acceptance of the first job opening offered to him will be included in the computation of continuous service, provided the employee has resigned from temporary employment for the purpose of obtaining part-time or full-time employment.

e. A first time rule violator who refuses to participate in the EAP when provided the opportunity by the CTA, or by an arbitration decision will be discharged.

g. An employee who, prior to September 26, 1990, has participated more than once in the EAP program as a rule violator and/or a volunteer, because of drug and/or alcohol abuse, may be allowed to participate in the program one additional time during the course of his or her employment. Such an employee will not be given access to the EAP as a rule violator if their previous participation was as a rule violator as defined above.

3. Independent Treatment Services

Employees who independently receive alcohol and/or substance abuse treatment services and who either request payment for such services through a CTA health benefit program, or through some other health care plan not associated with the CTA, must notify the Employee Assistance Program in writing within ten (10) days from the beginning of treatment. Such employees shall be treated as volunteers in accordance with Section B.1 as of the date they notify the Employee Assistance Program. If an employee fails to provide notice as required under this paragraph, such employee shall be treated as a rule violator in accordance with Section B.2. In addition, they will be held personally liable for all costs associated with said treatment.

Employees who choose to participate in HMOs will waive any claim to confidentiality between themselves and the HMO and/or HMO-affiliated treatment physicians concerning alcohol and/or substance abuse treatment and will permit said HMO and/or physicians to notify the Authority if they seek such treatment from said HMO and/or treating physician. They also agree to fully participate in any initial and/or follow-up monitoring program as determined by the Administrator/ Coordinator of the EAP.

C. Treatment Programs

1. The Substance Abuse Professional to whom the participant's case has been referred will determine what professional assistance, if any, is necessary to resolve the individual's problems.

2. If a treatment program is necessary, the employee will not be allowed to continue in active service in his or her present occupation unless the Authority determines that the employee's occupation and the nature and severity of his/her problem does not require removal from service or job duties.

provision in Section G.4.

arbitral remedy in a discharge case to participate in the EAP shall not be eligible for any weekly indemnity insurance benefits. A first time rule violator shall be entitled to the following other benefit:

restrictions; and

c. The employee agrees to continue participation in the Employee Assistance Program and to comply with monitoring programs directed by the Authority.

E.2 EAP Participants Who Do Not Desire to Return to Former Safety-Sensitive Position

An employee-participant, formerly a safety-sensitive employee, who successfully completes the initial treatment phase of the Employee Assistance Program and who does not wish to return to his or her former position is subject to the following procedures:

a. The employee-participant will request in writing to the Employee Assistance Program Administrator/Coordinator that he or she be placed in a position other than his or her former position.

b. The EAP Administrator/Coordinator will notify the Union and the Personnel Administration Department and the employee-participant's department of the employee-participant's request.

c. If an alternate bargaining unit position is available, an employee-participant, for purposes of initial placement only, will be placed in that position on the basis of company seniority. It is understood and agreed that the determination of whether or not an alternate bargaining unit position is available is within the sole discretion of the CTA and is not a grievable issue under the CTA-ATU Wage and Working Conditions Agreement. Nothing contained herein precludes an employee from bidding on a posted position in accordance with the procedures contained in the Wage and Working Conditions Agreement.

d. If no alternate position is immediately available, the employee participant will be placed in Area 605 and will be subject to Attachment D of the CTA Wage and Working Conditions Agreement. However, such employee participant, no earlier than nine months after being placed in Area 605 and no later than ninety days prior to the expiration of the two-year period referred to in Attachment D may request a return to his or her former operating position and will be placed in such a budgeted position if it is available and if the Authority's medical department has found the employee fit for duty.

completion of a follow-up test, the employee may be required to perform any work to be done in his/her classification, including unscheduled work. Time spent in meeting the follow-up test requirement will be considered as time worked for overtime computation purposes.

b. An employee requested by the Authority to submit to a drug and/or alcohol test due to the employee's failure to satisfactorily comply with his/her follow-up testing plan requirements shall not be compensated.

3.a. If an employee is on active status after the initial EAP treatment anytime during the course of the follow-up phase and is found to be positive for alcohol (above the specified limits), drugs or controlled substances, he or she will be considered as a rule violator as defined by Section B.2 except provided in Section G.4 below. An employee is deemed to be on active status and subject to this provision as of the time the employee reports for the return to work physical. The Substance Abuse Professional will notify the employee in writing, at the time he or she successfully completes their initial phase of EAP treatment and is released to return to his or her former classification, that the follow-up phase commences when the employee reports to the Medical Department for the return to work physical.

b. However, an employee on active status as referenced in subsection 3.a above shall be discharged and not be made a rule violator if (1) the employee has any prior rule violations during his/her history of employment with CTA, or (2) the positive result was for a drug/alcohol test conducted pursuant to a vehicular post-accident situation involving any personal injury or property damage as defined by Section B.2 and the "Attachment H Appendix."

4. If an employee, anytime during the course of the follow-up testing period referred to in Section G.3, and prior to notification of a drug and/or alcohol test in accordance with Attachment G, Section II.A, informs the EAP counselor that he or she has relapsed, the employee shall be permitted to continue in the Program. An employee will be permitted to relapse only once during the follow-up testing period. The employee will continue in the Program as either a rule violator or a volunteer depending on how he or she was admitted

selected for further processing, the employee will be notified and will continue the employment process subject to normal employment procedures.

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

Any dispute concerning this policy shall be subject to the parties' grievance/arbitration procedure contained in their collective bargaining agreement.

However, if the CTA official determines, using the best information available at the time the decision is made, that the employee's (s') performance can be completely discounted as a contributing factor to the accident, the CTA official is not required to order a post-accident test, regardless whether the test falls under FTA or CTA jurisdiction.

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2000 – 2003 CTA – ATU COLLECTIVE BARGAINING AGREEMENT

ATTACHMENT I

APPENDIX D SHOW-UP PAY

(1) When, after making up an assignment sheet for the next day, all open work has been assigned and there remain one or more extra employees who would be scheduled to work, a show-up may be assigned.

(2) Show-up assignments will be assigned to extra employees as determined by the Authority.

(3) An extra employee may be assigned a four (4) hour show-up if needed. The show-up will be during the period when employees are reporting for work, to protect for misses, signing off sick, or to cover extra work that may open up. An extra employee may be assigned a three (3) hour scrub in addition to his four (4) hour show-up; however there shall be no more then 30 minutes of elapsed time between scrub and show-up.

(4) Where an outside assignment sheet is posted, the times of the scrub and show-up (or show-up and scrub, or show-up only) must be posted on this sheet so each extra employee will be advised. The Authority, however, retains the right to change such assignments should any work become open after the assignment sheet is posted.

(5) When an extra employee reports for the assigned scrub and show-up (or show-up and scrub, or show-up only) and does not receive sufficient work to fill the eight-hour day, a minimum guarantee will be provided so eight hours pay is credited.

(6) When an employee reports for a show-up and then receives work starting after the show-up reporting time, the employee will receive the actual time for showing up plus pay for the work performed with a minimum of eight hours for that day.

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CHICAGO TRANSIT AUTHORITY

VEHICLE ACCIDENT GUIDELINES

INTRODUCTION

The Chicago Transit Authority ("the Authority") will implement the following guidelines in connection with accidents in which its employees and vehicles are involved.

The Authority may require any employee who is not separated as a result of their involvement in an accident to participate in some form of retraining. The specifics of such retraining will be determined by the Authority based upon the circumstances attendant to the accident. The employee also may receive a follow-up ride with an Authority instructor upon his/her return to service from such training.

The term "employee" for purposes of these guidelines shall include any employee of the Authority who during the course of performing his/her duties operates a vehicle owned, operated, leased or otherwise used by the Authority. The term "accident" shall mean any occurrence associated with the operation of an Authority vehicle in which: (1) contact is made with a pedestrian, another vehicle, and/or a fixed object; (2) a passenger is injured or claims to have been injured; or (3) a fuel nozzle is pulled from an Authority vehicle.

ACCIDENT GUIDELINES

As a public conveyance, the CTA is intrusted with the safety of its employees, passengers and the general public. Thus, safety is our primary concern in the delivery of transit services. These guidelines supercede and replace all previous directives, bulletins and guidelines regarding same.

For example, the administrative action to be taken for accidents could be:

1st accident Refer to instruction

The Vehicle Accident Guidelines proposal is not subject to new §12.4 (l) of ATU proposed Tentative Agreement dated May 22, 2001.

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2000 - 2003 CTA-ATU Collective Bargaining Agreement

ATTACHMENT K

Excel

The Excel Program is a comprehensive rapid transit employee skills/knowledge enhancement program which makes pay commensurate with ability

v1.6

The program establishes a standard process for not only initial qualification of newly hired employees, but also the ongoing re-qualification of existing car repairers. The program also establishes an incentive benefit that will entice knowledgeable employees to perform more responsible and skilled work.

The incentive pay associated with the program is as follows:

POSITION	PAY INCENTIVE INCREASE
Technician	8.0%
HVAC Repairer	7.0%
Controls Inspector	5.0%
Carbody Inspector	2.5%
Truck Shop Repairer	1.5%
Troubleshooter/Gen Repairs	NONE
Basic Inspector: Brakes	NONE
Basic Inspector: Trucks	NONE
Yard Inspector: (Int)	NONE
Yard Inspector (Ext)	NONE
Leader	5.0%
Inspection Terminal Instructor I	Grade 8
Inspection Terminal Instructor II	Grade 9

The above Car Repairer job positions are structured with specific pre-qualifications tied to them. Existing Car Repairers will be required to obtain the necessary training and qualifications prior to assuming the position. Once qualified, each repairer will receive the incentive pay rate tied to the position they perform each year.

Car Repairers hired on or after the effective date of this Agreement will attend an ongoing, performance-based qualification initial training course that will qualify them in

Phase Two Implementation- ***(Second Year)***

Technician
HVAC Repairer
Control Inspectors
Carbody Inspectors
Truck Shop Repairers

If an existing Car Repairer does not wish to progress and receive incentive pay, said Car Repairer has the option of waiving training that would lead to incentive qualifications over the base car repairer position. This waiver will be allowed as a one-time opportunity during the first six months Assessment Period. This waiver will be non-revokable.

Notwithstanding any other provision in the Agreement to the contrary, an employee working in a higher rated classification pursuant to the Rail Excel Program shall receive Vacation or Holiday pay at the pay scale of the higher rated classification provided the employee has worked in the higher rated classification for at least the five (5) consecutive work days immediately preceding the Vacation or Holiday.

2.0 Policy

2.0.1 Upon implementation of the Car Repairer Qualification Program (Excel), it will be the policy of the Authority that all car servicers/repairers are to be trained in accordance with the terms herein.

3.0 Program Overview

3.0.2 RAIL CAR REPAIRER - A Rail Car Repairer will mean an employee who has agreed to work at and learn specific skills in accordance with these Standards, which have been reviewed and approved by representatives of the Authority. In referring to the Authority's employees, the male gender is used for convenience only and will refer to both male and female employees.

3.0.3 AUTHORITY - The Authority is the Chicago Transit Authority.

3.0.5 UNION - The Union is the Amalgamated Transit Union, Local 308.

3.2 Cooperative Training Overview

3.2.1 CTA/College Training Plan

In order to maintain a cost-effective program for car repairer qualification, the Authority will offer training courses of highest quality within budget constraints. The Training & Instruction Department will look to maximize its training impact by utilizing available resources to effect quality training in the most cost-effective manner. As a result, Transit Operations will look to the City Colleges and other educational facilities for basic skills/knowledge training classes for car repairers when it is cost efficient and appropriate to do so.

3.2.2 Transit Employee Certification Program

The Chicago City Colleges and other contracted educational facilities will work in partnership with the Chicago Transit Authority's Training and Instruction Department to provide new and existing rail repairers with the fundamental knowledge necessary to effectively and efficiently repair the Authority's transit vehicles. This would be accomplished by the establishment of the Transit Employee Certification Program.

3.2.2.1 The City Colleges will provide the basic skills training associated with repairing rapid transit vehicles; Rail Maintenance Training & Development would continue to provide the skills/knowledge training necessary to effectively repair the CTA's Rail Vehicles.

3.2.2.2 The City Colleges would provide the training at their facilities throughout the city (subject to availability of classes) or at the Chicago Transit Authority's Maintenance Training Facility, currently located on the Illinois Institute of Technology Campus at 3100 S. Federal, Chicago, Illinois, 60616.

3.2.2.3 If CTA provides a full class of trainees, the course would be restricted to CTA employees; if CTA does not supply a complete number of trainees (6 to 15), then students would be scheduled to attend normally scheduled training classes on college campuses.

3.2.2.4 Two different training curriculum packages will be outlined for each identified position at the CTA; One would be for new hires and another for existing employees. Specific tasks and skills would outline the

3.2.3 Rail Maintenance Training Accreditation
All maintenance training courses and instructors currently employed at the Chicago Transit Authority will be accredited through an available educational institution.

3.2.3.1 **RMT Course Review/Certification Process**
All training courses currently provided by CTA would be submitted as additions to the City College Course Curriculums for inclusion into their C.E.U. Program for adult learning; in addition, this curriculum would also be made available to all students of the Chicago City Colleges interested in a career in Rail Vehicle Maintenance).

3.2.3.2 **RMT Instructor/Trainer Certification**
Instructors conducting training for Rail Maintenance Training & Development will be accredited to conduct related maintenance courses at the Chicago Transit Authority.

3.3 The Excel Committee
3.3.1 **Scope of Committee**
It is the scope of the Excel Committee to oversee the Rail Maintenance Training efforts of the Chicago Transit Authority; to oversee and effect quality training for Rail Maintenance Employees.

3.3.2 **Committee Member Designation**
The following members will be included on the Excel Committee:

- General Manager, Engineering & Technical Services
- General Manager (or designate), Blue Line
- General Manager (or designate), Elevated Line(s)
- General Manager (or designate), Red Line
- Board Member, Local 308, ATU (advisory)
- City Colleges (or equivalent) Representative (advisory)

- Manager, Rail Maintenance Training & Development, who will act as Committee Coordinator and Secretary

3.3.3 **Program Observation**
It is the responsibility of the Excel Committee to oversee the Authority's

All repairers and servicers will be reviewed for previous experience in job classifications which are comparable to current job duties. Training may be waived if work experience is verifiable and it is determined that the skills acquired are related to current job position. Employees can be *Grandfathered* into specific job positions and/or functions if satisfactory performance is verified by a combination of On-The-Job assessments/evaluations, written testing and/or performance testing. *Grandfathering will* be considered and granted on a case-by-case basis. Said decision will be made by the Authority.

qualification status for the repairer. Once promoted to a higher qualification status, employee will be qualified to work the newly qualified position when open and will be allowed to apply for that position when a vacancy exists.

Servicer/Cleaner; they are:

In addition to being proficient in basic car repairer jobs, car repairers will also be qualified in the following courses:

1. Safety Inspection Training
2. Mini Inspection Training

3.5 (con't) Upon completion of the basic program, car repairers will be assigned to work positions they are qualified for during their first year of service as a car repairer. Satisfactory performance, as outlined in Section 3.4.6.1, in the first-year of service is required in order to advance into level Two Qualification Training (See 3.6.1) and pay. Car Repairers employment is contingent upon satisfactory completion and qualification of all training outlined in Section 3.5. Failure to achieve this will result in their separation from the Authority for not meeting their employment commitment.

3.5.1 **Initial Car Repairer Training for Employees Hired On or After the Effective Date of the Agreement.**

Car repairer trainees new to the Authority will be required to advance within the following structure, for continued employment and to realize pay progression:

3.5.1.1 **LEVEL FIVE: 70% of Full Pay (1-12 Months)**

Trainees are required to successfully complete the following Training courses in order to continue advancement in the Excel Program:

A) Rail Safety Tour

B) Car Repairer Initial Training Program

Trainees must demonstrate proficiency in lubrication procedures and truck/brake inspection and Truck Shop procedures in order to advance to the next level.

NOTE: All repairers hired on or after the effective date of this Agreement must successfully complete any training required by the Authority in order to

3.5.1.4 **LEVEL TWO: 85% of Full Pay (31-42 Months)** Repairer Trainees are required to successfully complete and qualify in:

A) HVAC Basic Training

Trainee must pass all required tests in order to obtain a Core and Type Two EPA Certification for Section 608 of the Clean Air Act. Other qualifications may be required as upcoming federally mandated deadlines are imposed.

B) HVAC Inspection Qualification Training (Route Specific)

Trainee must pass all hands-on and written tests deemed necessary to successfully complete all qualification training.

All trainees in this classification must successfully complete this training course and qualify as an HVAC Inspector (on their designated route) in order to advance to the next level.

(This assessment must be completed before any other step in the Excel process).

3.7.2.3 Credit will be awarded for previously successfully completed training courses from the Authority's training centers, city colleges or technical trade schools.

five Years- Picked and performed satisfactorily in position (i.e., Work Record Criteria, Section 3.8.6)

3.8 Any picking process to be exercised by employees will be in accordance with the collective bargaining agreement.

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