

**IMPASSE SETTLEMENT PROCEDURE  
AMERICAN ARBITRATION ASSOCIATION, CHICAGO REGION  
OPINION AND AWARD**

Interest Arbitration Between	)	
	)	
CHICAGO TRANSIT AUTHORITY	)	AAA Case No. 51 300 00226 01
Chicago, Illinois	)	
	)	Decision Opinion and Award Issued
	)	
and	)	November 12, 2003
	)	
AMALGAMATED TRANSIT UNION	)	
LOCAL 241	)	

**FOR THE TRANSIT AUTHORITY**

James P. Daley	Attorney
Robert S. Rivkin	Attorney
Joseph J. Stevens	Co-Counsel Attorney
Robert M. Gierut	Vice President, Employee Relations

**FOR ATU LOCAL 241**

Lisa B. Moss	Attorney
Joseph M. Burns	Attorney
Rodney Richmond	Trustee
Javier M. Perez, Jr.	Trustee

**ARBITRATION PANEL**

Joseph J. Stevens	Rodney Richmond
CTA Arbitrator	Local 241 Arbitrator

Jonathan Dworkin, Impartial Chairman

## **Background**

This arbitration is held in accordance with the Wage and Working Conditions Agreement between the Chicago Transit Authority (CTA) and the Amalgamated Transit Union (ATU) Locals 241 and 308, (Local 241 and Local 308) effective January 1, 1996 through December 31, 1999.

CTA is an independent governmental agency operated by the Chicago Transit Board, a political subdivision of the State of the Illinois. Local 241 represents a unit of over 6500 CTA employees who work as Bus Operators, certain office personnel, and other classifications.

For more than twenty years, a single collective bargaining agreement governed wages, hours, working conditions, and benefits for CTA employees represented by Local 241 and Local 308. However, the negotiations with Local 241 for a successor agreement to the January 1996 agreement did not result in a collective bargaining agreement. Instead, protracted litigation ensued, with Local 241 challenging both the CTA's and Local 308's conduct and the propriety of going forward with this arbitration while the litigation was pending. A detailed description of the complicated and lengthy course of the litigation is beyond the scope of this Award. Therefore, the Board of Arbitration includes herein only the essential facts necessary for an understanding of the background of this Award.

Local 241 filed unfair labor practice (ULP) charges with the Illinois Labor Relations Board asserting that a tentative agreement had been reached between Local 241, Local 308 and the CTA. The CTA, Local 241 and Local 308 continued to exchange proposals and counter proposals while the charges were pending. Local 308 proceeded to reach an agreement with CTA which was ratified by the Local 308 membership and by the CTA Board. However, Local

241 and CTA did not resolve their differences, and CTA President Frank Kruesi formally invoked interest arbitration on June 26, 2001.

Local 241 initially refused to participate in this Interest Arbitration. Finally, on March 19, 2002, arbitration hearings commenced. The CTA appointed Joseph J. Stevens to serve as its arbitrator and Local 241 appointed Lisa B. Moss. Jonathan Dworkin was chosen to serve as Impartial Chairman of the Board of Arbitration. Local 241 immediately argued that the Arbitration Board lacked jurisdiction and requested that the Interest Arbitration be deferred until completion of the unfair labor practice proceeding pending at the Illinois Labor Relations Board, a request that was denied in an Award issued by this Impartial Chairman on October 2, 2002 which is incorporated into this Opinion and Award by reference. On October 24, 2002, after this Impartial Chairman denied Local 241's request to delay the interest arbitration, Local 241 filed a complaint in the Circuit Court of Cook County for declaratory judgment and to vacate the Award of October 22, 2002. On March 27, 2003, Judge Donald J. O'Brien dismissed Local 241's lawsuit with prejudice. On April 28, 2003, Local 241 filed a motion before Judge O'Brien to reconsider his dismissal of its case. On June 3, 2003, Judge O'Brien denied Local 241's motion. On July 1, 2003, Local 241 filed an appeal of Judge O'Brien's dismissal in the Illinois Appellate Court.

Subsequent to the matters outlined in the foregoing paragraph, all parties hereto have stipulated to the jurisdiction of this Board of Arbitration to issue this Opinion and Award, and Local 241 has withdrawn its position on Non-Waiver of Rights regarding participation in this Arbitration.

## **Board of Arbitration**

On July 31, 2003, the International President of the ATU placed Local 241 in trusteeship. Rodney Richmond and Javier M. Perez, Jr. were appointed to serve as Trustees and assumed the duties and responsibilities of the Officers and Executive Board of Local 241. On September 4, 2003, Lisa Moss resigned as the Local 241 arbitrator and was replaced by Rodney Richmond.

Hearings in this matter were held on the following dates: 3/19/02, 8/19/03, 8/20/03, 9/5/03, 9/6/03, 9/7/03, 9/18/03 and 10/27/03.

## **Positions of the Parties**

### **Local 241 Position**

In its original proposals, and in its presentation to the Board of Arbitration, Local 241 argued vigorously for wage increases that would maintain its members' wages as one of the highest ATU operators' wage rates in the country. Local 241 was similarly forceful in proposing to protect the bargaining unit's standard of living with improved health insurance and pension benefits.

### **CTA Position**

According to CTA, all of its employees work hard each and every day to provide quality, affordable transit services. In turn, CTA management takes its commitment to provide fair compensation, a safe environment and solid leadership very seriously.

According to CTA, it has followed the same philosophy in its negotiations with Local 241 as it pursued in its negotiations with Local 308 and its other 15 unions. In return for work rule flexibility to improve its productivity and efficiency and effectively manage increasing costs and decreasing sources of revenue, the CTA offered significant wage increases. The CTA states that it attained these objectives with all its other unions through either negotiated agreements or

arbitration awards. It argues that Local 241 refused to agree to reasonable work rule changes, and that by delaying resolution of those issues until after the appointment of a Trustee, Local 241 caused CTA to lose opportunities to improve productivity and efficiency for almost three years. CTA further argues that as a result of the lost opportunities, Local 241 should not be awarded the magnitude of wage increase negotiated in 2001 by Local 308.

#### **Findings of the Board**

Based on the record in its entirety, including all executive sessions and discussions therein, the Joint Exhibits, Union Exhibits and CTA Exhibits, this Award will adopt each of the following findings and the Wage and Working Conditions Agreement between the CTA and Local 241 shall be amended in a manner necessary to accomplish these findings.

1. **Agreement and Article 19, Term of Agreement, Article 19.1, Period Covered and Article 19.2, Changes**

A.) **Amend the Agreement provision as follows:**

**THIS AGREEMENT**, made and executed in duplicate as of the first day of January, A.D. 2000, by and between the **CHICAGO TRANSIT AUTHORITY**, a municipal corporation ("Authority"), party of the first part, and the **AMALGAMATED TRANSIT UNION, LOCAL 241** ("Local 241" or "Union"), party of the second part.

B.) **Delete Article 19.1 and substitute in lieu thereof the following:**

**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.

C.) **Delete Article 19.2 and substitute in lieu thereof the following:**

**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 17. All conditions of this

Agreement are to continue in full force and effect until changed, revised or amended from time to time by agreement to the parties or by the decision of the Board of Arbitration.

2. **Article 2, Union Recognition, Article 2.4, Union Membership**

**Amend Article 2.4 to add a new paragraph as follows:**

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.

3. **Article 3, Wages and Salaries**

A.) **Article 3.3, Wage and Salary Structure and Progression Rates**

**I. WAGES**

It is of serious concern to the Board of Arbitration that the Local 241 bargaining unit has not received a wage increase since September 1999. ATU Locals 241 and 308 negotiated for approximately 18 months following the expiration of the 1999 collective bargaining agreement. Ultimately, Local 308 and the CTA reached an agreement that was ratified by the membership of Local 308 and approved by the CTA Board on September 5, 2001. The negotiations between CTA and Local 241 have been the subject of much dispute and resulted in the leadership of Local 241 choosing to engage in litigation challenging the CTA's and Local 308's conduct and the propriety of going forward with this arbitration while the litigation was pending.

It is undisputed that the Local 241 and Local 308 bargaining units have had wage parity and similar, if not identical, employee benefit provisions for decades. This principle cannot be and is not ignored by this Board of Arbitration. Absent compelling practical considerations, this Board of Arbitrators would be extremely reluctant to deviate from this long-standing principle of parity of wages and benefits. It is the conclusion of a

majority of this Board, however, that this principle has been jeopardized in these unique circumstances.

Wage determinations are, of course, not made in a vacuum; wage increases reflect the employer's budget realities, at least to some extent. The lengthy delay has not only been at severe cost to the bargaining unit, but it has rendered it impossible for CTA to realize the cost savings over the contract period which were part of its bargain with Local 308. As a result, the full benefit of the bargain CTA negotiated with Local 308 cannot now be put into effect. Therefore, notwithstanding Local 241's vigorous arguments that its bargaining unit should receive on a retroactive basis for every hour worked the full benefit of the wages negotiated by Local 308 and implemented retroactive to October 1, 2000, a majority of the Board of Arbitration concludes that result is not warranted by these unique circumstances.

While comparability and parity have significance as well, a majority of the Board of Arbitration concludes that, due to the unique circumstances outline above, a delayed implementation of parity is appropriate. Thus, the Board of Arbitrators will not grant retroactive wage increases based on the 7-step wage increases agreed to by Local 308. It is important to note that the March 18, 2002 Walt Arbitration Award (CTA Exhibit P) setting the terms of the collective bargaining agreements between the CTA and the Craft Union Coalition also did not give the Craft union represented employees all of the increases negotiated and later rejected by their membership, thereby recognizing the principle of lost savings. The Board of Arbitration also notes that increases in the health insurance premiums and cost containment measures paid by the Local 308 and Craft

Union Coalition bargaining units beginning in January 2002 are also not being assessed retroactively. This is a significant savings to members of the Local 241 bargaining unit.

In evaluating the retroactive payment to Local 241's bargaining unit, the Board of Arbitration was mindful of the 47-month period between the start of the contract on January 1, 2000 and the first wage increase of \$3.00 effective December 20, 2003, the various wage classifications, the difference between the hours worked by full-time and part-time operators, the retirement of employees since January, 2000, and the impact of the wage progression which means that employees are not always at the top operators' wage rate. The Board attempted to craft a payment schedule reflecting the number of hours worked on average by full-time and part-time employees. Based on the analysis of the materials submitted and the arguments made by the respective parties, the following shall apply to active employees on the payroll on the date of this Award:

Effective December 20, 2003, the top hourly wage rate for Bus Operators will be increased by \$3.00 yielding a rate of \$23.01 per hour. Monthly, hourly and other salaried classifications covered in the Agreement between the CTA and Local 241 will be increased at the same time and by the percentage equivalents of the foregoing amount (\$3.00).

**NON-ROLLUP BONUS PAYMENT FOR EACH MONTH WORKED\***

BETWEEN JANUARY 1, 2000 TO NOVEMBER 30, 2003

**FULL-TIME EMPLOYEES**

<b>Employee's Hire Date Prior to March 1, 2000</b>	<b>Operator** Full-Time</b>	<b>Non-Operator** Full Time</b>
Wage rate at \$20.01 or higher	\$200/mo.	\$200/mo.
Wage rate below \$20.01	\$140/mo.	\$170/mo.

<b>Employee's Hire Date After March 1, 2000</b>	<b>Operator** Full-Time</b>	<b>Non-Operator** Full Time</b>
Wage rate at \$20.01 or higher	\$140/mo.	\$200/mo.
Wage rate below \$20.01	\$140/mo.	\$120/mo.

**PART-TIME EMPLOYEES**

	<b>Operator** Part-Time</b>	<b>Non-Operator** Part Time</b>
Part-time employee (hours equal to or greater than 7800) with rate of pay greater than \$20.01 per hour as of 11/01/03	\$100/mo.	\$100/mo.
Part-time employee (hours equal to or greater than 7800) with rate of pay less than \$20.01 per hour as of 11/01/03	\$ 70/mo.	\$ 85/mo.
Part-time employee (hours less than 7800) with rate of pay greater than \$20.01 per hour as of 11/01/03	\$100/mo.	\$ 70/mo.
Part-time employee (hours less than 7800) with rate of pay less than \$20.01 per hour as of 11/01/03	\$ 60/mo.	\$ 60/mo.

\* An employee is credited with a month worked if the employee received at least one day of pay in the month.

\*\* An employee's status is determined as of the day of this Award.

Any employee who was in Area 605 at any time since January 1, 2000, shall receive the applicable amount shown above minus the payment for any full month the employee spent in Area 605.

The Board of Arbitration considered the appropriate payment for employees who retired on or after January 1, 2000. Because certain retirees will receive a substantial retroactive pension payment, there is an issue of fairness for employees who retired more recently. Therefore, the Board of Arbitration finds that even though they are not on the payroll as of the date of this Award, the retirees identified below shall receive the following Non-Rollup Bonus payment:

Any employee who retired at any time in 2002 shall receive \$1,000.00.

Any employee who retired at any time in 2003 prior to 12/01/03 shall receive \$5,400.00.

No pension contributions will be deducted from the Non-Rollup Bonus payment. The Non-Rollup Bonus payment shall be distributed no later than December 20, 2003 except for those employees in Area 605. The Board of Arbitration retains jurisdiction to resolve any disputes over the Non-Rollup Bonus payment.

**B.) Delete Article 3.4 and substitute in lieu thereof the following:**

Effective with the date of this Arbitration Award.

Payment during any paid initial training period (until employee has achieved qualification) will be paid at 65% of the actual paid rate of the Classification in which the employee works.

**C.) Article 3.6, Part-Time Employees**

**1. Amend Article 3.6 I., G. as follows:**

The maximum number of part-time employees shall not exceed 25% of the number of full-time employees, except that part-time Servicers shall not exceed 15% of full-time Servicers.

**2. Amend Article 3.6 I., M. as follows:**

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

3. **Amend Article 3.6 I, by adding a new paragraph (R) as follows:**

Part-time operators shall be permitted to participate in the CTA's 401(k) Plan.

4. **Amend Article 3.6 I, by adding a new paragraph (S) as follows:**

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

5. To address the high rates of absenteeism which continue to pose difficulties in staffing and require greater flexibility in the use of part-time employees, **amend Article 3.6 II., A. as follows:**

A.) The maximum number of Part-time Bus Operators shall not exceed 25% of the number of Full-time Bus Operators.

6. **Amend by adding a new 3.6 II M as follows:**

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

4. **Article 4, Other Pay Provisions, General**

- A.) **Article 4.6 I, Uniform Allowance, A. Eligible Employees**

**Delete Article 4.6 I A. and substitute in lieu thereof the following:**

A.) Eligible Employees – Effective with the date of this Arbitration Award, an employee, excluding a part-time employee, in a classification listed below shall receive a uniform allowance of up to two hundred fifty dollars (\$250.00) per year, providing the employee has completed a minimum of one (1) year of continuous service with the Authority. Eligible employees will also receive a

one-time allowance of \$50.00 within two weeks after the date of the Award.

**B.) Article 4.6 I, Uniform Allowance, C Maternity Uniform and Knee Length Summer Clothing**

**Amend Article 4.6 I, to add as a new paragraph (c), the following:**

**Maternity Uniform/Knee Length Summer Clothing/Alternative Supplier(s)** - A union management committee consisting of two representatives appointed by Local 241, and two representatives appointed by the CTA, with full right of substitution, shall establish approved maternity and work clothing uniforms for pregnancies and approve knee length uniform clothing to be worn during the Summer at the employee's option. This Committee also shall study alternative uniform supplier(s).

**C.) Article 4.6 II, Work Clothing Allowance**

**1) Delete Article 4.6 II A. and substitute in lieu thereof the following:**

**Eligible Employees** – Effective December 1, 2003, an employee, excluding a part-time employee, in a classification listed below shall receive a work clothing allowance of up to one hundred fifty dollars (\$150.00) per year, provided the employee has completed a minimum of ninety (90) days of continuous service with the Authority.

**2) Delete Article 4.6 II D. and substitute in lieu thereof the following:**

**Local 241 Janitors** – Effective with the date of this Arbitration Award, an employee of the Service Delivery Department, in the classification of Local 241 Janitor, shall receive a work clothing allowance of one hundred ten dollars and forty-five cents (\$110.45) per year, provided the employee has a minimum of ninety (90) days of continuous service. During the employee's first year of employment, the clothing allowance will be paid when the employee has accumulated ninety (90) days of continuous service. Eligible employees will receive a one-time only payment of \$19.55 payable within 45 days of this Arbitration Award.

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

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

**3) Article 4.6 II, Work Clothing Allowance, E. Shoe Allowance**

**Delete Article 4.6 II E. and substitute in lieu thereof the following:**

E. Shoe Allowance – Effective December 1, 2003, 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, C and D above.

D.) **Article 4.9, Funeral Leave**

**Delete Article 4.9 and substitute in lieu thereof the following:**

Effective with the date of this Arbitration Award, an hourly rated employee will be granted an allowance of three days off with pay equal to wages the employee would have earned with a minimum of eight (8) hours' pay for attending the funeral of his or her spouse, child, step-child, mother, father, step-parent, parent of spouse, brother, sister and any dependent relative domiciled in the employee's home. No employee will perform work on a day for which the employee is compensated for funeral leave, except in a case of emergency.

E.) **Article 4.14, Paychecks**

**Amend Article 4.14 by deleting the 1<sup>st</sup> paragraph only and substitute in lieu thereof the following:**

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 him or her. All deductions of an employee's paycheck shall be explained on the paycheck stub, and any special pay additions shall also be explained.

A grievance settlement shall be reduced to writing, signed and dated by a representative of the Employee Relations Department and a representative of Local 241 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 days thereafter, and the affected employee so requests, the Vice President of Employee Relations or designee shall assist the employee in obtaining a pay card. The Authority shall provide the Local a copy of the Vice President of Employee Relations

Compensation Memorandum. The Authority shall notify the Local in writing when one of its bargaining unit members is issued a pay card.

#### **Article 9, Holidays**

##### **Amend Article 9 by adding a new Article 9.1 (d).**

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

#### **5. Article 12, Other Working Conditions, General**

##### **A.) Article 12.4 Union-Management Committee (a)**

**Delete Article 12.4 (a) and substitute in lieu thereof the following:**

A Union-Management committee consisting of four (4) individuals: two (2) representatives appointed by Local 241, and two (2) representatives appointed by the Authority, with full right of substitution, will meet and confer on issues of mutual concern, including but not limited to innovative work practices, such as self-directed work units, safety and security issues, child care facilities, providing insurance to cover the cost of replacing lost or theft of radios, transfer cards and refund cards and establishing a Service Award Program and Pilot Programs. The Committee may also discuss matters of mutual concern except for grievances and negotiating changes to this Agreement.

##### **B.) Article 12.4 Union-Management Committee (c)**

**Delete Article 12.4 (c) and substitute in lieu thereof the following:**

The Authority and Local 241 agree to establish a joint Union-Management Committee to study the feasibility of establishing a procedure to categorize and review safety rule violations into a chargeable/non-chargeable system for violations related to personal injury within the Bus maintenance areas.

**C.) Article 12.4 Union-Management Committee (e)**

**Delete Article 12.4 (e) in its entirety.**

**D.) Article 12.8 Layoffs**

**Delete Article 12.8 and substitute in lieu thereof the following:**

**LAYOFFS** In all cases where employees are laid off to reduce the force, they shall be laid off according to seniority, and when they are put back on, they shall be reinstated according to their seniority standing at the time they were laid off.

During the term of this Agreement, there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, 2000 had one (1) or more years of continuous service.

**(With side letter.)**

**E.) Article 12.10, Suspensions**

**Delete Article 12.10 and substitute in lieu thereof the following:**

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.

6. **Article 15, Insurance and Sickness Benefits**

**Effective date 12-31-03.**

**HMO Plan Designs Effective 12/31/03**

**Uicare HMO**

	<b>In network</b>	<b>Out of network</b>
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	
2003 Employee Contribution (S/F) per Mos.	\$21.50/\$55.68	

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**HMO Illinois**

	<b><u>In-network</u></b>	<b><u>Out-of-network</u></b>
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	
2003 Employee Contribution (S/F) per Mos.	\$34.19/\$73.78	

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**Opt Out Option**

Effective 12/31/03, 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.

Effective 12/31/03, the Employee Premium deduction formula in Sections 15.7(a) and (b) of the Agreement (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.

**PPO Plan Design Effective 12/31/03**

**BC BS PPO**

**Option 1 Plan (Current with Rx Changes and premium increases for 2003)**

	<u>In-network</u>	<u>Out-of-network</u>
Deductible (Indiv/Fam)	\$100/\$200	\$100/\$200
Coinsurance	100%	80%
Out of Pocket Limit (Indiv/Fam)	\$0	\$1200/\$2400
Office Visits (after ded)	100%	80%
Rx – Retail	\$3/\$5/\$15 copay (generic/form/non-form)	
Rx - Mail (90 day supply v. 30)	Covered w/2x retail copay	
2003 Employee Contribution (S/F) per Mos.	\$72.65/\$134.40	

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<b>Option 2 Plan</b>	<u>In-network</u>	<u>Out-of-network</u>
Deductible (Indiv/Fam)	\$100/\$200	\$100/\$200
Coinsurance	90%	70%
Out of Pocket Limit (Indiv/Fam)	\$1000/\$2000	\$3000/\$6000
Office Visits (after ded)	90%	70%
Rx – Retail	\$3/\$5/\$15 copay (generic/form/non-form)	
Rx - Mail (90 day supply v. 30)	Covered w/2x retail copay	
2003 Employee Contribution (S/F) per Mos.	\$54.17/\$96.83	

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<b>Option 3 Plan</b>	<u>In-network</u>	<u>Out-of-network</u>
Deductible (Indiv/Fam)	\$250/\$500	\$500/\$1000
Coinsurance	80%	60%
Out of Pocket Limit (Indiv/Fam)	\$2500/\$5000	\$5000/\$10,000
Office Visits (after ded)	80%	60%
Rx - Retail	\$3/\$5/\$15 copay (generic/form/non-form)	
Rx - Mail (90 day supply v. 30)	Covered w/2x retail copay	
2003 Employee Contribution (S/F) per Mos.	\$42.53/\$83.33	

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**Opt Out Option**

Effective 12-31-03, 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.

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Effective 12/31/03, the Employee Premium deduction formula in Section 15.4(e) of the Agreement (reflecting 75% of the premium increase, 2003 over 2002 and the caps of \$.13 per hour and \$.25 per hour single/family, respectively) will be utilized for Options 2 and 3 in addition to Option 1.

7. **Article 16, Grievance Procedure**

**Delete Article 16 in its entirety and substitute in lieu thereof the following:**

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

Grievances concerning discharges shall be submitted directly to Step 2 of the grievance procedure within 30 calendar days of the occurrence or knowledge of the occurrence giving rise to the grievance.

Grievances will be processed in the following manner:

Step 1 The grievance must be submitted in writing by the Union to General Manager or equivalent by delivering a copy to Employee Relations. The grievance must be submitted by the Union within 30 calendar days of the occurrence or knowledge of the occurrence giving rise to the grievance. The General Manager or equivalent shall investigate the grievance. The General Manager or equivalent shall provide a written response to the Union detailing the position of the Chicago Transit Authority within 30 calendar days of receipt of the grievance.

Step 2 If the grievance is not resolved at Step 1 and the Union desires to appeal, it shall be referred by the Union to the Vice-President, Employee Relations, or designee within 30 calendar days after receipt of the Authority's answer at Step 1. The Vice-President, Employee Relations, or designee shall place the grievance on an agenda for discussion between representatives of Employee Relations and the Union to be held within 30 calendar days after receipt of the Union's appeal. If no resolution takes place at the Agenda Meeting, the Vice-President shall submit a written response to the Union within 30 calendar days following the Agenda Meeting.

Step 3 a) The grievance may be submitted to arbitration as provided in Article 17.

(b) In cases involving demotion or discharge, an employee must in writing elect between having his 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.

8. **Article 17, Arbitration**

**Delete Article 17 in its entirety and substitute in lieu thereof the following:**

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

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

17.2 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 19 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.

17.3 DECISION The decision of a majority of the arbitration committee shall be final, binding, and conclusive upon the Union and the Authority. The authority of the arbitrators shall be limited to the

construction and application of the specific terms of this Agreement and/or to the matters referred to them for arbitration. They shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

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

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

17.6 EXPEDITED ARBITRATION There will be hereby established for disciplinary cases of up to and including a five day suspension which do not involve interpretation of the Agreement and which are not of a technical or policy-making nature an expedited arbitration procedure. In any such case, the Union and the Authority shall immediately notify the designated arbitrator. The designated arbitrator is that member of the Expedited Arbitration Panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing. Immediately upon such notification the designated arbitrator shall arrange a place and date for the hearing promptly but within a period of not more than thirty (30) working days. If the designated arbitrator is not available to conduct a hearing within the thirty (30) days the next panel member in rotation shall be notified until an available arbitrator is obtained.

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

9. **Article 18, Retirement Plan**

A. **Amend Article 18 by adding a new paragraph as follows:**

The Authority shall have the right to establish, in addition to the current retirement Plan, one (1) or more retirement Plans as provided for in § 22.101 of the Metropolitan Transit Authority Act.

**B. Amend Section 3.3 of the Retirement Plan for Chicago Transit Authority Employees and all other Sections Required To Provide:**

That bargaining unit members may participate in the CTA 401k program but must continue to participate in the current "CTA Retirement Plan" and to further allow CTA non-vested/non-bargained for employees to voluntarily opt out of the current "CTA Retirement Plan" and/or participate in such other Plans as the CTA may offer.

**C. Amend Section 3.7(2) of the Retirement Plan for Chicago Transit Authority Employees to provide:**

Section 3.7(2) Time spent in the service of the armed forces of the Merchant Marine of the United States or her allies during a period of emergency, or on account of compulsory military service provided the employee has returned or returns to the service of the Authority after his honorable discharge within the period described by law, if any, notwithstanding Section 414(u) of the Internal Revenue Code. (See Rule No. 16).

**D. Amend Section 5.11 of the Retirement Plan for Chicago Transit Authority Employees as follows:**

(4) Effective January 1, 2000, the Plan's adjusted asset value for funding purposes will be reestablished to equal the market value of the assets of the Fund. With respect to actuarial valuations, effective January 1, 2001, and each year thereafter, the valuation method used for funding purposes in the years immediately preceding January 1, 2000 will be reemployed, based on the asset value established effective January 1, 2000.

(5) Effective January 1, 2000, the actuarial cost method will be changed from the Entry Age Normal Cost Method to the Projected Unit Credit Cost Method.

**E. Amend Section 16.1 of the Retirement Plan for Chicago Transit Authority Employees to provide as follows:**

There shall be no refunds allowed to any party making contributions to the Plan unless the party establishes that a mistake has been made in making such contributions.

**F. Amend Section 20 of the Retirement Plan for Chicago Transit Authority Employees by adding a new Section 20.18 as follows:**

Effective January 1, 2000, the monthly retirement allowance for each retired employee on the retirement rolls as of January 1, 2000 shall be increased as follows:

- (1) For those retired before January 1, 1980, \$75.00 per month; and
- (2) For those retired after January 1, 1980 but before January 1, 1991, \$50.00 per month; and
- (3) For those retired after January 1, 1991 but before January 1, 2000, \$40.00 per month.

**G. Amend Section 20.12 of the Retirement Plan for Chicago Transit Authority Employees as follows:**

Substitute "December 31, 2003" for "December 31, 1999", in both places.

Amend the Retirement Plan to provide that employees, hired after September 5, 2001, upon retirement will not receive the hospitalization supplement paid for by the Plan. Employees, full-time and part-time, on the payroll on September 5, 2001, upon retirement will receive the hospitalization supplement paid for by the Plan.

**H. Amend the applicable Section(s) of the Retirement Plan for Chicago Transit Authority Employees as follows:**

To provide that employees, hired after September 5, 2001, with 25 or more years of service be at least age 55 to be eligible to receive an unreduced retirement benefit.

To provide that effective January 1, 2000, and retroactive thereto the cap on benefits shall increase from 62.5% of final average pay to 70% of final average pay.

**I. Amend Section 8 of the Retirement Plan for Chicago Transit Authority Employees by adding the following:**

- (11) Provided, however that as to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2000, the retirement allowance shall be the amount determined in accordance with paragraph two (2) above or the amount determined in accordance with the following formula, whichever is greater:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus

(b) Two percent (2%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

(12) Provided, however that as to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2001, the retirement allowance shall be the amount determined in accordance with paragraph two (2) above or the amount determined in accordance with the following formula, whichever is greater:

(a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus

(b) Two and fifteen hundredths percent (2.15%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

(13) Provided, however that the Plan for the 2001 plan year met or exceeded the actuarial assumptions agreed to by the Authority and the Association and set forth in the Plan and the Plan as of January 1, 2002 has a Funded Ratio of at least 86.47% or more, an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2002, the retirement allowance shall be the amount determined in accordance with paragraph two (2) above or the amount determined in accordance with the following formula, whichever is greater:

(a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus

- (b) Two and thirty hundredths percent (2.30%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.
- (14) Provided, however that the Plan for the 2001 and 2002 plan years on an aggregate basis met or exceeded the actuarial assumptions agreed to by the Authority and the Association and set forth in the Plan and the Plan as of January 1, 2003 has a Funded Ratio of at least 84.99% or more, an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2003, the retirement allowance shall be the amount determined in accordance with paragraph two (2) above or the amount determined in accordance with the following formula, whichever is greater:
- (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus
  - (b) Two and forty hundredths percent (2.40%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

For the purposes of paragraphs (13) and (14) of this section, the Funded Ratio shall be the Adjusted Assets divided by the Actuarial Accrued Liability developed in accordance with Statement #25 promulgated by the Government Accounting Standards Board and the actuarial assumptions described in the Plan. The Adjusted Assets will be calculated based on the methodology described in the Plan.

- J. Amend the Retirement Plan by adding a new provision allowing Employee Contributions to the Retirement Plan to be treated as pre-tax in accordance with Section 414(h)(2) of the Internal Revenue Code of 1986 as amended.

10. **Amend to provide a new Article 19.5 as follows:**

**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 the above provision, effective immediately with the date of this Arbitration Award, the parties will form a Committee of four (4) people, two (2) from the Authority and two (2) from Local 241 for the purpose of assembling all written agreements which the parties believe to be in effect. The Chicago Transit Authority and Local 241 shall attempt to agree as to the authenticity of the documents assembled. All documents shall be submitted to the Committee no later than nine (9) months from the date of this Arbitration Award. All documents submitted within nine (9) months of this Arbitration Award shall become Attachment J.

11. **Attachments**

- A.) Attachment E, Bus Operator Certification/Recertification Program attached hereto and incorporated into this Arbitration Award by reference
- B.) Attachment G, Drug and Alcohol Testing Program attached hereto and incorporated into this Arbitration Award by reference.
- C.) Attachment H, Employee Assistance Program attached hereto and incorporated into this Arbitration Award by reference.

12. **Amend the Wage and Working Conditions Agreement by adding the following new Articles:**

- A.) **Bus Excel**

Attached hereto and incorporated into this Arbitration Award by reference.  
[Maintenance Instructors to be included.]

**B.) Vehicle Accident Guidelines**

The CTA has the need to make and enforce reasonable rules and regulations for the direction and discipline of the workforce and to ensure the safe and timely operation of CTA public transportation services. Accordingly, notwithstanding Article 13.15 of the Agreement, CTA shall have the right to make and enforce rules covering accidents. Such a rule may provide for discipline, which shall be just and reasonable. Before any such new rule becomes effective, it shall be submitted to the Union in writing. The Union shall have 60 days to file for arbitration on the question of whether the proposed rule is just and reasonable. Should the Union fail to file for such arbitration, the rule shall become effective. Should an arbitrator find that the rule or any portion thereof is not just and reasonable, the CTA shall have the right to amend and reissue the rule or any portion thereof, subject to arbitration as provided in this Article.

**C.) Non-Posted Transfer and Area 605 and Area 629**

A union management committee consisting of three (3) representatives appointed by Local 241, and three (3) representatives appointed by the CTA, shall be created to study non-posted transfers as proposed by the Unions 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.

**D.) Rostering for Bus**

**Article 1. Full-time Roster and Part-time Roster for Bus Operators**

**Philosophy:** Establish a change in the way scheduled work is selected from its current 7 way cafeteria style selection (i.e., picking work assignments and scheduled days off) to a weekly roster (i.e., picking a weekly assignment of a prearranged group of selected work over 4 or 5 days with correspondent scheduled days off).

**Goals:** Continue to deliver high standards of customer service.

- Build and maintain CTA as one of Chicago's preferred places to work.
- Improved quality of our operator's work by providing more consistency of work from day-to-day and from pick-to-pick.

- Improve customer relations between bus operators and the public by providing consistency of work afforded by rosters.

**Sites:** 74<sup>th</sup> Street Garage

North Park Garage

**Operation:** Rosters will be done for the first year of operation (4 complete garage picks).

If at the end of the one-year period, either party wishes to modify these procedures with respect to Rostering, both parties agree to negotiate modified procedures for these two garages.

If at the end of the one-year period, either party wishes to eliminate these procedures with respect to Rostering, these procedures will be eliminated. If these procedures are so eliminated, both parties agree to negotiate new procedures for these two garages, and the block run procedures set forth herein for other garages shall be continued and implemented at all garages.

**Parameters for Rosters:**

- No limitation on the number of swings or straights.
- No daily overtime or guarantee.
- The work assignment shall be no more than 13 hours from start to finish.
- Rostered work (duty over 8 hours) is allowed on Saturday and Sunday.
- Weekly assignments for full-time operators will consist of as close to 40 hours per week over either a 4 or 5 day work week. Any guarantee needed to bring the weekly work assignment up to 40 hours pay per week is the responsibility of CTA and will not be held against the operator.
- Full-time Rosters (4 day or 5 day assignments) will provide for overtime and guarantees on a weekly basis. Rosters will not include spread premium.
- Every attempt will be made to maintain uniformity of work which comprises any weekly roster to no more than two route

groups. The first and last trips in each piece of work may provide service on another street other than the route group to allow for the most efficient way to travel to the route group.

- Route groups are defined as routes that are interlined or have run cuts done together.
- For 74<sup>th</sup> Garage, the route groups are as follows; 9, 44, 48, 49/X49, 55/X55, 59, 63, 75 and 8/67.
- For North Park Garage, the route groups are 11, 22/36/49B, 49B, 93, 96, 97/200/201/205/206, 125/135/136/146/152, 49B/125/143/144/145/146 and 147/151.
- Every attempt will be made to maintain the start times of any roster so as not differ by more than 3 hours.

**Extraboard Work:**

- There will be one extraboard.

Extraboard operators will be guaranteed 40 hours per week over 5 days.

**Part-time Rosters:**

- Weekly assignments for part-time operators will be for 30 hours per week or less.
- Part-time Rosters will not provide for daily overtime, daily or weekly guarantee or spread premium pay.

**Block Runs:**  
(for other Garages)

The following procedures set forth below are to be implemented for block runs:

- There will be one extraboard.
- Block runs are guaranteed 40 hours of pay over 4 days.
- There will be no daily overtime.
- There will be no spread premium.
- Designated extraboard will be eliminated.
- Recalculation will be eliminated.

- Extraboard operators will be guaranteed 40 hours over 5 days.
- The two scheduled days off for extraboard operators will be fixed and not rotated.
- Holds will no longer be assigned.
- Scheduled days off for block runs will consist of Saturday and Sunday off along with one of the weekdays (Monday through Friday). At least 20% of all block runs will be scheduled off on Monday and Friday, respectively.

**PAY ISSUES FOR ROSTERING AND BLOCK RUNS.**

**Pay issues for Rostering and block runs will be the same.**

(a) Examples of Pay

- No daily overtime.
- No spread premium.
- No recalculation.

Full-time Rostered Work Assignment

	<u>Example 1</u>	<u>Example 2</u>
Monday	7.5 hours worked	8.0 hours worked
Tuesday	7.5 hours worked	8.0 hours worked
Wednesday	8.0 hours worked	10.0 hours worked
Thursday	7.5 hours worked	10.0 hours worked
Friday	<u>8.0</u> hours worked	<u>8.0</u> hours worked
<b>Hours worked</b>	38.5 hours worked	44.0 hours worked
<b>Hours paid</b>	40.0 hours paid	46.0 hours paid

- Time and one-half is paid for all work hours including any weekly guarantee after 40 hours. (All report time and time worked as defined by FLSA is included in work hours.)
- Vacations for full-time operators will be paid based upon the hours scheduled to be paid under the rosters or the block runs. Full-time operators who work on the extraboard will be paid 40 hours per week.
- Holidays, Vacation Random Days (VRD), training, jury duty, injury on duty and funeral leave will be paid based upon the operator's scheduled roster for the day taken as the holiday or

VRD. If the operator is on the extraboard, the operator will be paid 8.0 hours per day taken.

- If a holiday occurs on a scheduled day off, the operator will be paid 8.0 hours at straight time pay and the holiday will not count as time worked.
- If operator works the holiday on his/her scheduled workday, the operator shall be paid 8.0 hours holiday pay plus time and one half for all time worked on that day.
- If operator does not work the holiday on his/her scheduled workday, the operator will be paid based upon the operator's scheduled roster for the day taken as the holiday.
- Absences (i.e., operator is absent for any part of assignment due to sick, failure to show up, misses, snipe off, trades, or other absences excluding paid holidays) the work missed will be deducted from 40 hour weekly guarantee.

**Rostered Work Assignments**

	<u>Example 1</u>	<u>Example 2</u>
Monday	7.5 hours worked	8.0 hours worked
Tuesday	7.5 hours worked	8.0 hours worked
Wednesday	8.0 hours worked	10.0 hours worked
Thursday	7.5 hours worked	10.0 hours worked
Friday	8.0 hours worked	8.0 hours worked
<b>Hours paid</b>	<b>40.0/hours paid</b>	<b>46.0 hours paid</b>
	<b>38.5 hours worked</b>	<b>44.0 hours worked</b>

Absent on Monday

Hours paid if full Roster worked (except for absence):

40.0 hours paid	46.0 hours paid
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Hours lost through absence

( 7.5 hours) subtracted from 40 hours worked.	( 8.0 hours) subtracted from 44 hours worked.
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<b>Hours paid</b>	<b>32.5 hours</b>	<b>36.0 hours</b>
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Absent on Wednesday

Hours paid if full Roster worked (except for absence):

40.0 hours                      46.0 hours

Hours lost through absence

( 8.0 hours)                      (10.0 hours)  
subtracted from                      subtracted from  
40 hours paid                      44 hours worked.

Hours paid                      32.0 hours                      34.0 hours

For an operator on the extraboard, any day lost through absence will be deducted as 8.0 hours from his/her 5-day 40 hour weekly guarantee.

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

**Grievance/Resolution  
Committee:**

- A joint union management committee of two representatives from each party will be formed to discuss and determine any issues and/or concerns which arise from the implementation of rostering and pay for block runs.
- Any grievance regarding rostering or block runs must be filed with this committee in accordance with the time limits provided for in the Wages and Working Conditions Agreement.
- The grievance shall not be submitted to arbitration, but final disposition shall be by the committee.
- The committee will meet as requested by either party.

The Wage and Working Conditions Agreement shall be amended in all ways necessary to implement rostering and the aforesaid changes concerning block runs. It is understood and agreed that neither past practice nor Arbitrator Perkovich's block run award shall apply to rostering or block runs. The CTA shall prepare a glossary of terms for rostering and block runs.

**E.) Drivers License**

**Amend the Agreement by adding a new provision as follows:**

**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 241 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 he/she shall lose his/her driving privileges through a suspension/revocation/cancellation/ disqualification, action involving his/her drivers license, he/she must immediately report said notice to his/her supervisor when he/she 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 his/her driving privileges provided the employee has volunteered this information to the Chicago Transit Authority. It is the employee's responsibility immediately to notify the Authority of any suspension/revocation/ cancellation/ disqualification. Each employee must immediately seek reinstatement of his/her driving privileges from the Secretary of State. The CTA shall assign the employee to a non-operating position during the 180 consecutive calendar days and said employee shall be paid at the hourly rate of the position. The CTA shall determine the position to which the employee shall be assigned. If an employee does not obtain full reinstatement of his/her driving privileges within the 180 consecutive calendar day period, that employee may be administratively separated.

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

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

If the Chicago Transit Authority ascertains that the employee does not have a valid license, other than through the employee's voluntarily providing that information, the employee may be administratively separated. The opportunity to

fully reinstate his/her driving privileges under this 180-consecutive calendar day-provision is available to an eligible employee only once.

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

**13. Subcontracting**

In its presentation to the Board of Arbitration, CTA argued for a wide broadening of its right to subcontract, while Local 241 objected to any change in the existing contract language. After full consideration of the parties' presentations, the Board of Arbitration has decided to amend Article 2.7 Subcontracting by adding a new paragraph protecting the integrity of the bargaining unit while allowing the CTA to comply with applicable legal requirements.

**Amend Article 2.7 by adding the following new paragraph:**

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

**14. Additional Proposals**

CTA made proposals on the following subjects, which the Board of Arbitration has decided to deny:

Pilot Programs

System Picks and Picks

Pay for Time Worked

Past Practice

Vacations

Employees Bargained For

Part-Time Work

**CONCLUSION**

Except where specifically stated otherwise, each of the foregoing terms of this Arbitration Award will be effective on the date of the Award. The Wage and Working Conditions Agreement between CTA and Local 241 shall be amended in whatever manner necessary to accomplish the findings of this Board of Arbitration.

Except to the extent granted herein or otherwise resolved by the parties during the arbitration proceedings, all proposals made by the Authority and the various Unions are denied.

\* \* \* \* \*

As may be expected, in the Board's deliberations there were many disagreements among the Board members concerning the merits of the many proposals and the manner in which these proposals should be resolved. The signing of the Award, therefore, does not necessarily reflect full assent to all terms of the Award by each of the parties' arbitrators.

Signed:

\_\_\_\_\_  
Joseph J. Stevens, Arbitrator

\_\_\_\_\_  
Rodney Richmond, Arbitrator

\_\_\_\_\_  
Jonathan Dworkin, Chairman

November 12, 2003