



*LOCALS 241 and 308*

*TENTATIVE*

*AGREEMENT*

*January 1, 2020 - December 31, 2023*

**Keith D. Hill**  
*President - Business Agent*

**Toi W. Bowers**  
*Financial Recording Secretary - Treasurer*



**Woodrow Eiland**  
*1<sup>st</sup> Vice President*

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*Assistant Business Agent - Maintenance*

**LOCAL UNION 241 • AMALGAMATED TRANSIT UNION**  
**A.F.L. - C.I.O. - C.L.C.**  
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January 24, 2022

Dear Members:

I am writing this letter to express to you, mine and the appreciation of the other officers of Local 241 on your extraordinary efforts and the sacrifices you made during these unprecedented past two years. We have gone through a pandemic where you put your own personal safety at risk. It was your dedication to your jobs and responsibilities and efforts that kept the City moving. During this period we have been fighting battles on all fronts. Moreover, as you all know, the pandemic disrupted our negotiations for a new contract. There was good news and bad news associated with the delay, as the time to negotiate was not during a pandemic, which was bringing havoc.

Several months ago the Local insisted that the CTA return to the bargaining table, and little did we know that with our return another crisis would hit the City. However, we believed it was time to finalize an agreement and obtain what you deserved. We did return to the bargaining table, and we have achieved a tentative agreement. It was your understanding, support, unity and sacrifices that has allowed to complete the negotiations. These negotiations were unprecedented in a number of ways. The pandemic has continued, ridership, which provides the revenue for wages, still has not returned to the levels expected with the CTA emphasizing that there is little expectation of it returning to pre-pandemic levels in the immediate future, and finally many contracts throughout the country that we normally look at for comparisons are facing the same problems and have been settled dependent upon ridership increases. However, there has been one constant in the negotiations. We have emphasized that it was your sacrifices that have kept the City moving, and it was time for the CTA to recognize both your past efforts and needs for the future.

We are pleased to announce that we have reached a tentative agreement with the CTA that not only preserves what we have fought so hard to win in prior contracts, but improves the future. The tentative agreement provides for a substantial bonus, which on average will be in excess of \$3300 and even more based upon the hours you worked during 2020 in recognition for your efforts during the pandemic. The agreement provides for increases in wages that are consistent with the past, being over 9% in addition to the bonus, as well as providing some of the largest increases in the next 18 months that we have ever seen. These future increases are guaranteed and do not depend upon changes in ridership or on any future contingencies. In addition, we have made other gains we have fought unsuccessfully in past years to obtain. To highlight a few of the improvements that are set out in the attached, not only did we negotiate a bonus and wage increases, which are retroactive, but we negotiated the largest one time increase in the uniform-work clothing

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allowance, we negotiated the CTA payment for dependent coverage under the vision program, which we have been attempting to get for years, we have negotiated a sick pay provision for part-time employees, and the right for you, if you chose to participate in a wellness program in which can save you up to \$520.00 per year in insurance premium costs.

The officers believe in this unprecedented time, when there are still dark clouds on the horizon and uncertainty for the future, this contract is unprecedented based upon all the circumstances. This contract, not only provides guarantees by now locking in guaranteed pay raises for the future, but is one of the largest total dollar contracts, putting more money in the members' pockets, than has been negotiated throughout the country for members working for a major city mass transit system.

You will be voting on this tentative agreement, the details of which are summarized in the attached. The officers of Local 241 as well as the officers of Local 308 with whom we jointly negotiated the agreement unanimously recommend its approval. If you do approve the agreement, which you will be voting on in the garages, the substantial bonus checks of thousands of dollars and back pay from the wage increases will come to you following the CTA's Board approval in March. Your wages will also be adjusted going forward by the total increases effective through January 1, 2022, resulting in a substantial increase in your take home pay going forward.

It was your unity and dedication that allowed the officers to achieve this contract. It was your support that allowed us to put into effect the decrease in your contribution to the RHCT, which put more money into your pocket during the coming year. It is hard to believe will be back into negotiations in less than two years where we can make further improvements. If we stay united together, we only can succeed in the future.

*In solidarity,*

*Keith D. Hill, President/ Business Agent*  
*Toi W. Bowers, Financial Recording Secretary-Treasurer*  
*Woodrow Eiland, 1<sup>st</sup> Vice President*  
*Tanno Muhammad, 2<sup>nd</sup> Vice President*  
*Marqueal Williams, 3<sup>rd</sup> Vice President*

Tentative Agreement for  
1/1/2020– 12/31/23 Collective Bargaining Agreement

The provisions of the Wage and Working Conditions Agreement between the Chicago Transit Authority and Locals 241 and 308 of the Amalgamated Transit Union terminating December 31, 2019, shall be continued in the Agreement effective January 1, 2020 and terminating December 31, 2023, except to the extent the modifications and/or additions contained in the Tentative Agreements. The following are the terms of Tentative Agreements affecting Local 241.

**A. Term of Agreement:** January 1, 2020 – December 31, 2023.

**B. Wages:**

**1. Bonuses and Across the Board Wage Increase:**

The following wage increases and bonus payments apply to all and only those regular employees represented by ATU Local 241 or Local 308 who are employed by the CTA on the date of the ratification of the parties' complete tentative agreement.

**a. Bonus:** Bonus Payment of 5% of the employee's contractual rate pay rate for hours worked between January 1, 2020 and December 31, 2020 up to maximum Of 4000 hours. For example, an operator making \$36.068 per hour and who worked 2500 hours will receive a gross bonus of \$4508.

**b. Across the Board Wage Increases:**

a. January 2021	1.00%	(e.g. operator rate – \$36.429)
b. July 1, 2021	1.00%	(e.g. operator rate – \$36.793)
c. January 1, 2022	1.50%	(e.g. operator rate – \$37.345)
d. July 1, 2022	1.50%	(e.g. operator rate – \$37.905)
e. January 1, 2023	2.00%	(e.g. operator rate – \$38.663)
f. July 1, 2023	<u>2.25%</u>	(e.g. operator rate – \$39.533)
<b>Total</b>	<b>9.25%</b>	

The retroactive wage payment payable to all bargaining unit employees for the increases to be effective January 1, 2021, July 1, 2021, and January 1, 2022, shall be paid to the employees as a separate check.

**2. Maintenance Wage Adjustments**

The top rate for bus mechanics will be increased from 103% of the top rate for Bus Operators to 104% effective 7/1/22, and the top rate will \$39.421; 105% effective 1/1/2023 and the top rate will be \$40.596; and 106% effective 7/1/2023 and the top rate will be \$41.905.

**C. Lay-off Protection:**

Article 12.8 shall be amended by changing “2010” in the second paragraph to “2013.” Thus, expands Lay-off protection.

**D. The Uniform and Work Clothing Allowance**

The amount of the Uniform Allowance provided in 4.6IA shall be increase by \$197.50 to \$500.00 effective January 1, 2023 and all other Work Clothing Allowances shall be increased by \$197.50 effective January 1, 2023.

**E. New Sick Pay for Part-time Employees.**

Article 15.13 of the Agreement shall be amended to provide sick pay for part-time employees and allowing for sick pay to continue where a part-time employee turns over to full time until the employee is eligible for full-time benefits. The agreement shall be amended to provide for the benefit as follows:

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

- (a) If the employee's absence is due to an accident, the Authority will pay the employee's regular wages for the first three (3) days of such incapacity.
- (b) If the employee's absence is due to sickness, the Authority will not pay the employee's regular wages for the first two (2) working days of such incapacity, but will pay the employee's regular wages for the third, fourth, fifth working day of such incapacity.

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

**F. Insurance:**

**1. Wellness Benefit:** Effective January 1, 2023 employees will be eligible to **voluntarily** participate in a wellness program, Motivate Me, where by employees who choose to participate will be eligible each quarter for an insurance premium reduction on a quarterly basis. An employee who participates and takes the steps under the program, such as having a yearly physical exam, will only pay for the quarter the prior year’s premium (e.g., an employee who complies with the terms of the program in 2023 will pay the health insurance premium rate for 2022), receiving a saving of \$130.00 for each quarter.

**3. Vision Benefit:** Effective January 1, 2023, the CTA will pay 75% of the applicable dependent premium for those who elect dependent coverage.

**4. Flex: Pretax dollars to pay for medical costs.** Effective January 1, 2023, employees will be eligible to participate on a voluntary basis in the CTA’s healthcare flex-savings program. An employee who elects to participate may save pretax dollars to be used for certain medical expenditures.

**5. Prescription Drugs:** Effective January 1, 2023 employees who have prescriptions for “maintenance” drugs may fill their first two prescriptions at any network pharmacy and then must use CVS as the pharmacy for their third and subsequent refills to obtain a 90-day supply. If employees use mail order, they will receive a 90-day supply for the cost for 60 days.

Effective January 1, 2023 the drug co-pays under PPO-2, will be \$10.00 for Generic, \$20.00 for Brand Formulary and \$40.00 for Non-Formulary.

**G. Laborers Picking Rights**

Laborers shall be entitled to pick twice per year.

**H. Part-Time Employees**

**1.** Article 3.6.II.A shall be modified to reduce the maximum number of part-time from 25% of the number of full-time operators to 12%. through the remainder of the contract. The 12% cap shall continue past the duration of the collective bargaining agreement if the CTA uses special bus operators after December 31, 2023 or continues to hire full-time operators from any source.

**2.** Newly hired part-time employees who do not have sufficient funds to purchase the initial required uniform items are eligible to receive a voucher payable to the designated vendors of the CTA provided the employee authorizes the CTA to deduct the cost of the voucher through payroll deduction.

**I. Special Part-time Operators.**

1. Article 3.6 IV of the agreement shall be modified to provide that special part-time operator may not check in earlier than 1330 hours on Friday and Monday and shall not check earlier than 1200 hours on Saturday, Sunday, and when a Sunday schedule is in effect. Such special part-time operators shall not be assigned more than 20 hours per week. The cap on the number of special part-time operators shall remain at 12%.

2. Retirees who return as special part-time operators may continue to receive their pension.

#### **J. Microtransit**

If the CTA has a need to implement a microtransit system the parties agree to meet and bargain regarding the implementation of the system and the effects of the system and in the event the parties are unable to reach an agreement the matter shall go to binding arbitration but the terms and conditions of the agreement shall not be affected until an arbitration award is issued or agreement is reached.

#### **K. Fitness for Duty Examinations**

To comply with AFTA standards, there will be a phase in of fitness for duty examinations for employees in safety sensitive positions with these protections:

- The examination will be conducted one of two vendors. Examinations will be by Certified Medical Examiners applying FMSCA medical guidance. Examinations will be no more frequent than every three years.
- Examinations will be scheduled in reverse seniority order by classification.
- Employees will be provided 90 days' notice of the examination.
- Employees will not be required to take an examination on a scheduled day off. If the employee chooses to take the exam on a scheduled day off, the employee will be paid for actual time taking the examination not to exceed four hours.
- If the employee is found not to be fit for duty by the CTA examiner, but the employee's personal physician disagrees, the dispute will be resolved by a third-party physician chosen by the Unions and CTA. The employee will not be responsible for paying for the third physician.
- No employee required to undergo a sleep study based on a fitness for duty examination will be removed from service prior to completing the sleep study, provided the employee takes reasonable steps to complete the study.
- Implementation schedule for fitness for duty:

1. An employee whose entered service date as a safety sensitive employee is after January 1, 2020, will be subject to examinations effective July 1, 2023.
2. An employee whose entered service date as a safety sensitive employee is after January 1, 2014, will be subject to examination effective July 1, 2024.
3. Any safety sensitive employee may be subject to examination effective July 1, 2025, every three years following the date the employee becomes a safety sensitive employee.

**L. Apprentices**

Mopping of buses has been added as job duty under Apprentice Agreement.

**M. Retirement Plan**

Participants in the Retirement Plan who are discharged after the date of ratification and withdraw their contributions from the Retirement Plan and are later reinstated will now have ten years (120 months) from the date of their reinstatement or at least 60 days before they retire to pay the withdrawn contributions.

Employees previously discharged who withdrew their contributions and were later reinstated but did not previously repay the withdrawn contributions will be given a one-time opportunity to either repay the withdrawn contributions in a lump sum or to set up a repayment plan whereby they will now have ten years (120 months) from the date of their reinstatement or at least 60 days before they retire to pay the withdrawn contributions.