

**SUMMARY OF THE TENTATIVE AGREEMENT
BETWEEN CHICAGO TRANSIT AUTHORITY AND
LOCAL 241 AMALGAMATED TRANSIT UNION**

Brothers and Sisters:

Your Union officers are pleased to present to the membership the tentative agreement reached for a new Wage and Working Conditions Agreement. This tentative agreement (or "TA") was reached after lengthy and hard fought negotiations and the participation by the neutral arbitrator chosen for the interest arbitration. The TA represents significant progress in many areas of our contract, especially benefits that had not been changed for over 25 years. Quality of life issues were a top priority, and we have fought for improvements that will result in a less stressful work day and increased job protections for our members. No agreement is perfect and we still have work to do. However, your Union officers believe that the TA is a step in the right direction and we are asking the members to vote in favor of ratification.

Whatever you decide, you should cast your vote based on facts. Listed below in bold type are the terms of the TA, followed a brief summary/explanation of the changes.

This is YOUR Union and YOUR contract, and YOUR vote counts!

1. Term of the Agreement

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

Summary/Explanation

- The new Agreement will be effective January 1, 2012 through December 31, 2015.
- The International President's approval is needed under the ATU Constitution for a term longer than 3 years, and the IP has indicated that he will approve if the TA is ratified.

2a. Wages

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

7-1-12	2.00%
1-1-13	0.25%
7-1-13	1.50%

1-1-14	1.75%
7-1-14	1.25%
1-1-15	1.75%
7-1-15	1.75%

The July 1, 2012, raise and the January 1, 2103, raise will be added January 1, 2013, and will be payable effective with the first full payroll period in January 2013. The back pay amount due from the July 2012 raise will be paid no later than January 16, 2013, by separate check.

Summary/Explanation

- Wages will be increased by a total of 10.25% over the 4 year term of the Agreement. There will be a total increase of 2.25 % in your wage rate beginning the first full payroll period in January 2013. That is the same time that the additional 1.475% contribution to the Pension Plan will begin to be deducted.
- You will also receive a lump sum retroactive payment of the 2% raise that takes effect July 1, 2012 for the actual hours you worked or were paid from July 1, 2012, through December 31, 2012. Overtime is included in the retro pay. The retroactive payment will be in a separate check, which you will receive no later than January 16, 2013.
- The additional 1.475% Retirement Plan contribution will **not** be deducted from the retroactive payment for the 2% wage increase.

2b. Local 241 Laborers, and Bricklayer Helpers will receive an additional increase based on the following percentages of the top combined rail operators' pay scale:

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

Summary/Explanation

- Local 241 Laborers, and Bricklayer Helpers, who currently receive a maximum 85% of the top operators' rate, will have their wages increase to 90% of the top operators' rate over the life of the contract.
- 2c. The parties agree that the pay grades of Bus Instructor I, Bus Instructor II, Bus Supervisor I, Bus Supervisor II, Supervisor Clerk, Key Instructor and Maintenance Cleaner –Restricted Duty, Senior Garage Instructor and Instructor II shall be modified as set forth in Exhibit A-attached.**
- Increases pay grades for specific classifications so that instructors and supervisors for both bus and rail receive the same pay rate.

3. Shift Premiums

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

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

Summary/Explanation

- The shift differentials of 8 cents & 11 cents per hour had been unchanged for over 30 years. Over the term of the new Agreement, the shift premiums will be multiplied more than 300%.

4. Grievance/Arbitration Procedure-Exhibit B-attached.

Summary/Explanation

Significant changes were made to make the grievance process quicker and more fair to members.

- For the very first time, CTA will have to meet time limits, both in imposing discipline and in following the steps of the grievance procedure.
 - CTA must inform the Union and the employee of any alleged misconduct within 15 days and take any disciplinary action within 25 days of when CTA becomes aware of the alleged misconduct.
 - CTA must comply with time limits in the grievance procedure or the grievance advances automatically to the next step or to arbitration.

The Expedited Arbitration process has been streamlined, making the process more efficient. Arbitration is supposed to be a quick and efficient way of resolving disputes; over the years, the process has become increasingly slow and cumbersome, resulting in additional costs which show up in assessments charged to the membership and, even worse, delayed justice to wronged members.

5a. Layoffs

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

Summary/Explanation

- Article 12.08 provides that full-time permanent employees hired before a certain date cannot be laid off. The layoff date had not been moved up for many years, and protected only full-time permanent employees hired on or before January 1, 1999.
- We are very pleased that we were able to secure an agreement to move up the protection date against layoff by eight years, meaning that full time permanent employees in both the 308 and 241 units who were hired on or before January 1, 2007 cannot be laid off.

5b. Bumping- Exhibit C, C-1, C-2-attached. New Contract Provision.

Summary/Explanation

- In 2010, when the layoff took place, an arbitrator ruled that CTA could lay off by job schedule number ("JSN"), i.e. classification. The arbitrator also ruled that full time permanent employees could be laid off while temporary and part-timers continued to work, and that full time permanent employees facing layoff could not bump into another classification, even if they were qualified to do that job.
- Securing "bumping" rights was another top priority to provide another layer of protection against lay-off for full time permanent employees.
- We were able to win these "bumping" rights, so that if a full time permanent employee is facing layoff because he or she has the lowest seniority in his or her classification or JSN, he or she can "bump" into another classification or JSN that he or she is qualified to work in. In addition, if a full time permanent employee is facing layoff, and there are part-time or temporary employees working in the same classification with less CTA seniority, the employee facing layoff can bump into the part-time or temporary position and avoid layoff.
- CTA will not contest the unemployment benefits for an employee who has the option to bump but decides against it.
- Because of the lay-off protections we have won, bumping rights are not likely to be an immediate issue; however, these are important protections to have in the contract for the future.
- Employees in General Office whose jobs are abolished will have rights to utilize their seniority to obtain other positions.

6. Short-Term Disability Pay

Short-term disability pay will be increased as follows:

Effective 1/1/13

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

Effective 1/1/14

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

Effective 1/1/15

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

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

Summary/Explanation

Short-term disability pay, which has remained at \$200 per week for almost 30 years, will be increased each year, beginning in 2013, for all employees, with those who have more time on the job receiving higher short term disability pay increases. In addition, the CTA has agreed to allow payroll deductions for premiums of supplemental disability insurance if you wish to purchase it.

7. Life Insurance

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

Summary/Explanation

- Life insurance is another benefit that had not been increased in years, For an employee at the top rate, the life insurance will be approximately \$63,000.

8. Vision and Dental Coverage

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

Summary/Explanation

- For the first time in many years, we have implemented a program that realistically benefits those in need of prescription eyewear, and gained an increase in the dental maximum.

9. Health Insurance- Exhibit D-attached.

Summary/Explanation

The HMOs will remain in effect until the end of 2013. However, until then, the HMO premiums and coverage will be exactly as they are now.

PPO 1, the 100% plan, will remain in effect until the end of 2013.

As of 1/1/14, the options will be PPO 2, which is a 90-10% in-network/70-30% out of network plan, or PPO 3, an 80-20/60-40% plan.

Health insurance costs have risen dramatically over the last number of years. As a result, many unionized work forces are facing much higher contributions and out of pocket costs for their health care.

Because there had been no plan design changes and no employee contribution increases for CTA employees since 2003, we were especially vulnerable to potentially devastating increases in health care costs. By reaching an agreement, we were able to maintain more control over plan design and our premiums. Although we will have increases in health care costs, we have been able to limit them to reasonable levels while maintaining high quality care. While it was unavoidable that there would be an increase in employee contributions, since they had not gone up in 9 years, we were able to phase those increases in gradually so that the contribution increases will be cushioned by the future wage increases.

Employee premiums will be increased as follows:

PPO 1 premiums will go up by \$32 per month for single coverage, and \$76 per month for family coverage, effective as of March 1, 2013. PPO 1 will not be available as of January 1, 2014.

PPO 2 premiums will go up by \$24 per month for single coverage and \$62 per month for family coverage, effective as of March 1, 2013.

Effective January 1, 2014, single coverage premiums will go up another \$17 per month and \$22 per month for family coverage for the PPO 2 plan.

Effective January 1, 2015, single coverage premiums will go up another \$10 per month for single coverage and \$15 per month for family coverage for the PPO 2 plan.

PPO 3 premiums will go up by \$8 per month for single coverage and \$22 per month for family coverage, effective as of March 1, 2013.

Effective January 1, 2014, single coverage premiums will go up another \$20 per month and \$35 per month for family coverage for PPO 3.

Effective January 1, 2015, single coverage premiums will go up another \$10 per month for single coverage and \$10 per month for family coverage for PPO 3.

Deductibles will be increased; however, for in-network services, your out of pocket maximums will not be increased for any of the PPOs. The out of pocket maximum is very important, because this is the total number of dollars that you can be required to pay out of your own pocket for health care in a year. For PPO 1, the current out of pocket maximum for in-network services is zero because the plan is a 100% plan. The 100% plan is being preserved for 2013. This means that if you are covered under PPO 1, your out of pocket maximum will still be zero for 2013.

For PPO 2, the current out of pocket maximum for in network services is \$1000 for individuals and \$2000 for families. That out of pocket maximum is not changing under the new PPO 2 plan. For example, if you were hospitalized with a charge of \$100,000, the maximum you will pay is \$1000. If you had to return to the hospital during the same year and had another \$100,000 charge, you would owe nothing.

For PPO 3, the current out of pocket maximum for in network services is \$2500 for individuals and \$5000 for families. That out of pocket maximum is not changing under the new PPO 3 plan.

There has been a lot of discussion about the following paragraph in the Health Care:

“Effective subsequent to the 1-1-15 monthly employee contribution increase, an adjustment to the premium will be made on January 1st of the next year reflecting 75% of the premium increase, 2016 over 2015. A similar adjustment will be made effective January 1 every year thereafter. In no case will any net additional deduction exceed the following amounts: for an employee with single coverage, \$0.13 per hour; for an employee with family coverage, \$0.25 per hour.”

What this means is that if we have not come to a new Agreement with CTA within a year after the Agreement expires on December 31, 2015, and health care costs increase, CTA would be able to raise your employee contributions by a maximum of 75% of the premium increase from

2015 to 2016 but in no event could those increases be more than \$0.13 per hour for individual coverage or \$0.25 per hour for family coverage. A similar provision has been the Agreement for at least the last 10 years, and has never been activated.

10. Maternity Leave

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

Summary/Explanation

- Pregnant employees have never been given paid maternity leave and have been forced to rely on the inadequate short-term disability payments to support themselves after giving birth. This unacceptable practice has now been corrected, and mothers will be entitled to six weeks off with pay. In addition, their spouses/partners who are employed by CTA will also be entitled to 1 week off with pay.

11a. Part-Time and Temporary Employees

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

Summary/Explanation

- Means that CTA cannot hire "off the street" to fill open bus and motor operator positions unless it offers the jobs to part-time bus operators and motor-qualified FTTFs with more than one year of service first.

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

Summary/Explanation

- Guarantees part-time operators the right to pick, similar to full-time operators.

12. Uniform, Shoe and Tool Allowance

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

Summary/Explanation

- Helps employees meet the high cost of uniforms/shoes.

13a. Spread Time/Maximum Required Work Day

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

Summary/Explanation

- Double time penalty if an employee is required to work over 13 hours. But if the employee is already receiving 1 ½ time (time and one-half), then the premium is an additional ½ time for a total of double time.
- Limiting the length of the workday is crucial to our members' quality of life. Although the 13-hour rule has been in force for a long time, enforcing the rule has been an ongoing problem.

14. Swing Runs

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

Summary/Explanation

- Cutting the number of swings was a very important goal going into the negotiations. We knew that it was going to be challenging to achieve, since cutting the number of swings has the consequence of limiting the employer's scheduling flexibility and may cause an increase in hiring. For transit properties, imposing that kind of limit is extremely difficult. We persevered, and we were able to make significant inroads in limiting swings.
- There will no longer be any swing runs on weekends- all runs will be straight on Saturdays as well as Sundays and holidays.
- There will be a five percent cut in number of weekday swings

15. Posting of Open Positions

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

Summary/Explanation

- Ensures that certain job openings will be posted for bid.
- Provides additional opportunities for current employees.

16. Job Descriptions

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

Summary/Explanation

- Provides clarity regarding job requirements/duties, and provides a way to resolve disputes regarding job descriptions through arbitration.

17. New Customer Assistant Representative and Rail Janitor Apprentice Agreements. Pertains to Local 308 only.

18. Job Progressions and Pay Rates

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

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

Summary/Explanation

- Makes sure that important information regarding your job progression and wage rate is readily available to you in easily accessible form.

19. Sanitary Conditions

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

Summary/Explanation

- Part of our quality of work-life initiative makes CTA accountable regarding needed repairs so that members have decent facilities at work.

20a. Pension Issues

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

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

Summary/Explanation

- It is crucial that we continue to press to broaden the number of employees covered by the Pension Plan in order to keep it financially and to keep your employee contributions from rising.
- To that end, we made strong efforts during negotiations to get all bargaining unit employees covered from their date of hire and we made significant progress by getting CTA to agree to this goal.
- Part time and FTTs employees **will not** immediately go into the Pension Plan but the parties agreed to seek legal approval to amend the Pension Plan so that if adding employees to the Pension Plan could result in actually lowered CTA and Employee contributions then the lower contribution could be put into effect and part time employees would go into the Plan.

- **20b-d. Other pension changes:** The parties have agreed to some technical changes and updates to the Pension Plan and will be working on some additional changes within 30 days. The changes are technical or based on federal law.

21. Miscellaneous Issues

a. Applies only to Local 308.

b. Local 241

i. Amend Section 13.25 to read as follows:

"13.26 – Seniority List

The Authority shall continue to update monthly the seniority list for all employees represented by Local 241 and shall provide that list to the Union electronically on the last day of each month. The list will reflect the appropriate seniority number showing each employee's position within their respective classification, and shall also indicate the employee's date of hire and total Company seniority. In addition, CTA shall update monthly the list to reflect discharges, resignations, retirements, position changes, location changes, transfers in and out of Areas 605 and 629, and address changes."

ii. Notwithstanding any other provision of this Agreement, all maintenance employees shall have the right to pick into Group 1 or Group 2 offering the right to have alternating weekends off, or, if seniority permits, weekends off.

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

Summary/Explanation

- Obtaining accurate seniority lists has been ongoing problem.
- Permits maintenance employees to once again have alternating weekends off.
- CTA will be allowed to hire Bus Servicer Apprentices again. No reduction in number of Bus Service positions allowed.

22. Clerk Issues-Local 241

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

Summary/Explanation

- Confirms and memorializes current practice.

23. Additional provisions. During the course of negotiations, a number of issues were resolved and agreed to, contingent on our reaching an overall agreement. Those agreements are summarized below.

Instructional pay

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

- Increased from \$2.00 and \$4.00

Calculating 200 day requirement for vacation

CTA agreed to clarify and confirm that under Section 11.4 the employee's vacation time, including the use of VRD days, shall be used in calculating the 200-day requirement.

Funeral Leave

Employees will be entitled to Funeral Leave for the death of a grandparent.

Pool clerk issues

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

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

Pool clerks' seniority as a clerk shall commence on the day they are appointed as a clerk.

All pool clerk appointments shall be made by seniority.

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

24a. Pay for Holidays

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

24b. Training Pay

Effective January 1, 2013, through December 31, 2013, all operations employees during any initial training period until the employee has achieved qualification, but not to exceed 27 days after the employee's employment begins, will be paid at the minimum wage required under Illinois law. Thereafter, the employee shall be paid in accordance with the progression rates as provided in Section 3.3D.

Summary/Explanation

- This provision applies only to new employees hired on or after 1/1/13 and expires 12/31/13.

24c. Progression Pay for New Hires

Amend Section 3.3D as follows:

D. Employees Hired or Transferring into the Bargaining Unit on or After January 1, 1997

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

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

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

24d. Bus Operator's Pick

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

25. Ratification

The Parties have agreed that all agreements will be tentative until an entire agreement is final and approved by the ratification procedures of the Unions and

the Chicago Transit Board. If either the Unions or the Chicago Transit Board fail to approve or ratify this Tentative Agreement, there shall be no Agreement.

CHICAGO TRANSIT AUTHORITY

By: Tom C
Its: _____

AMALGAMATED TRANSIT UNION
LOCAL 241

By: Carin M. [Signature]
Its: ATU IJP Twelve

By: [Signature]
Its: Assistant to Trustee

By: Keith Hill
Its: Assistant to Trustee

By: Michael M. [Signature]
Its: Assistant Trustee

By: _____
Its: _____

AMALGAMATED TRANSIT UNION
LOCAL 308

By: Pat Kelly
Its: PRESIDENT ATU 308
12-7-12

By: Em Dejon
Its: 1st VICE-PRESIDENT

December 7, 2012

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

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

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

ARTICLE 16 – GRIEVANCE PROCEDURE

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

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

Grievances will be processed in the following manner:

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

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

ARTICLE 17 – ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reduction in Work Force

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

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

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

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

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

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

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

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

SIDE AGREEMENT

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

CHICAGO TRANSIT AUTHORITY

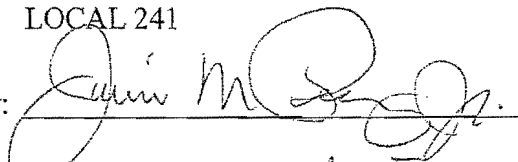
By:



Its:

AMALGAMATED TRANSIT UNION
LOCAL 241

By:



Its:

ATU TVP Susten

EXHIBIT D

Plan feature	Proposed PPO Option 1 Available through December 31, 2013	PPO 2 90/70	PPO 3 80/60	Part-Time Proposal	
				PPO A	PPO B
Deductible in network	\$250/\$500	\$350/\$700	\$500/\$1000	\$2000/\$4000	\$500/\$1000
Deductible Out of network(OON)	\$500/\$1000	\$1000/\$2000	\$1500/\$3000	\$4000/\$8000	\$1500/\$3000
Out of Pocket max-in network	0	\$1000/\$2000	\$2500/\$5000	\$3000/\$6000	\$2000/\$4000
Out of Pocket Max-OON	\$1500/\$3000	\$2000/\$4000	\$3000/\$6000	\$5000/\$7500	\$3000/\$6000
Emergency Room co-pay	\$100, waived if admitted	\$100, waived if admitted	\$100, waived if admitted	\$100, waived if admitted	\$100, waived if admitted
Office visits	100% in network 80% OON (after \$100 deductible) Add \$25 co-pay per OON office visit, before the 20% co-insurance	90% in network; 70% OON(after \$350 deductible) Add \$25 co-pay per OON office visit, before the 30% co-insurance	80% in network; 70% OON(after \$500 deductible) Add \$25 co-pay per OON office visit, before the 30% co-insurance	80% in network 60% OON (after deductible)	70% in network 60% OON (after deductible)
RX-retail	\$5/15/35	\$5/15/35	\$10/25/45	\$5/15/35	\$10/25/45
RX-mail(90 day supply)	\$10/30/70	\$10/30/70	\$20/50/90	\$10/30/70	\$20/50/90

Plan feature	Proposed PPO Option 1 Available through December 31, 2013	PPO 2 90/70	PPO 3 80/60	Part-Time Proposal	
				PPO A	PPO B
Monthly Employee Contributions	3/1/13 \$105/\$210 1/1/14 No Longer Provided	3/1/13 \$78/\$158 1/1/14 \$95/\$180 1/1/15 \$105/\$195	3/1/13 \$50/\$105 1/1/14 \$70/\$140 1/1/15 \$80/\$150	0/0	3/1/13 \$40/\$100 1/1/14 \$45/\$110 1/1/15 \$50/\$120

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

Effective subsequent to the 1-1-15 monthly employee contribution increase, an adjustment to the premium will be made on January 1st of the next year reflecting 75% of the premium increase, 2016 over 2015. A similar adjustment will be made effective January 1 every year thereafter. In no case will any net additional deduction exceed the following amounts: for an employee with single coverage, \$0.13 per hour; for an employee with family coverage, \$0.25 per hour.

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

December 7, 2012

BUS SERVICER APPRENTICE AGREEMENT

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

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

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


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

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

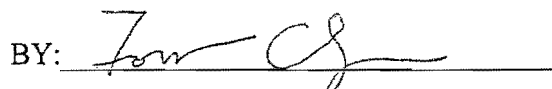
2. During the summer months, CTA may utilize participants in the Kidstart program to perform the work that would otherwise be assigned to Bus Servicer Apprentices under this Agreement and other cleaning functions.
3. CTA shall fill Bus Servicer vacancies at the conclusion of every twelve-month period,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

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

AMGALGAMATED TRANSIT UNION,
LOCAL 241

BY: 
ITS: ATU IVP [Signature]

CHICAGO TRANSIT AUTHORITY

BY: 
ITS: _____