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BEFORE
JAMES R. COX
ARBITRATOR

N. State Labor Relations Bd.

PACE WEST DIVISION)	
)	
and)	1989 Interest
)	Arbitration
AMALGAMATED TRANSIT UNION,)	
LOCAL 241)	

DECISION AND AWARD

The Hearings in this matter were conducted by the Arbitrator over a seven month period in 1989. In consideration of the evidence presented, together with the numerous Exhibits, the Arbitrator makes the following Award:

1. The Collective Bargaining Agreement is set forth as Attachment A.

2. The term of this Agreement shall be from January 1, 1988 through December 31, 1990.

3. Delete Step 3A of the Grievance procedure and substitute the following:

"Selection of the Arbitrator. Within five (5) working days after receipt of such request, the other party shall name its Arbitrator. Within seven (7) working days thereafter, the two Arbitrators or their designees shall meet to select the impartial Chairman of the Board of Arbitration from the roster of permanent Arbitrators. The permanent Arbitrators shall be Fred Hayes, James Cox and Peter Meyers."

4. Delete the prior Section 3.3 and substitute the following:

"All employees hired on or after October 1, 1989 shall have a ninety (90) calendar day probationary period, during which they shall have no right to file a Grievance concerning their termination."

5. Delete the prior Section 4.1 and substitute the following:

"Section 4.1. Employees hired before January 1, 1981 shall, according to their respective classifications, be paid the following wages and salaries at their base rates and pay:

Classification	1/1/88	First Full Pay Period After 10/1/89	First Full Pay Period After 1/1/90
Bus Operator	13.29	13.80	14.05
Bus Clerk	2423.05 mo.	2516.03 mo.	2561.61 mo.
Bus Clerk and Counter	2423.05 mo.	2516.03 mo.	2561.61 mo.
Dispatcher	2432.45 mo.	2525.79 mo.	2571.55 mo.
Vault Puller	13.29	13.80	14.05
Engine Rebuilder	14.67	15.23	15.51
Transmission Specialist	14.67	15.23	15.51
Electrical (Heating and Air Conditioning)	14.67	15.23	15.51
Electrician	14.91	15.48	15.76
Lead Mechanic	14.36	14.91	15.18
Mechanic A	14.16	14.70	14.97
Mechanic B	13.365	13.88	14.13
Bodyman A	14.16	14.70	14.97
Bodyman B	13.365	13.88	14.13
Bus Personnel/Bus Service	12.60	13.08	13.32
Bus Servicer	11.30	11.73	11.94
Interior Bus Cleaner	12.48	12.96	13.19
Janitor	12.48	12.96	13.19
Foreman - Day	2710.24 mo.	2814.24 mo.	2865.22 mo.
Foreman - P.M.	2536.12 mo.	2633.44 mo.	2681.15 mo.
Foreman - Night	2684.08 mo.	2787.08 mo.	2837.57 mo.
Bus Supervisor	2578.71 mo.	2677.67 mo.	2726.18 mo.
Building Maintenance Specialist		14.70	14.97

Employees hired thereafter shall have their wages and salaries determined as provided in Sections 4.2(a) through 4.2(d).

6. The Storeroom Clerk classification shall be deleted, and the Building Maintenance Specialist added to the list of bargaining unit classifications.

7. Full-time employees who had at least one year of service as of October 1, 1989 shall receive a \$1,000.00 lump sum payment.

Part-time employees who had at least one year of service as of October 1, 1989 shall receive a \$500.00 lump sum payment.

Each of these lump sum payments shall, of course, be subject to required federal and state deductions and not have any roll up effect. The above lump sum payments shall be paid on or before November 15, 1989.

8. Add the following progression schedule as a new 4.2(c):

All employees hired into the Bus Operator and Bus Servicer positions by Pace on or after October 1, 1989 shall be paid in accordance with the following percentage progression scale as applied to the top wage rate for the classification.

1st twelve months	70% of base rate of classification
Next twelve months	75% of base rate of classification
Next six months	80% of base rate of classification
Next six months	85% of base rate of classification
Next six months	90% of base rate of classification
Thereafter	100% of base rate of classification

9. Articles 4.2(d) and 4.2(e) of the prior Agreement Bus Servicer shall be deleted.

10. Article 4.5 shall be deleted, with the following wording substituted therefor:

"Pace shall pay eight (8) hours time, less make-up time, for any run less than eight (8) hours. In calculating spread premium time, make-up time shall not be considered as time worked."

11. The provisions of Article 4.12(a) shall be deleted, and the following provisions substituted therefor:

"A uniform allowance of \$600.00 shall be paid on or before November 15, 1989 to all full-time Bus Operators who, as of October 1, 1989, have more than one year of service. A uniform allowance of \$300.00 shall be paid to all part-time Bus Operators who, as of October 1, 1989, have more than one year of service. Effective in 1990, a uniform allowance of \$200.00 on a voucher basis will be provided all full-time Bus Operators with more than one year of service,

and a \$100.00 voucher will be provided part-time Bus Operators with more than one year of service. These vouchers shall be issued on the employee's anniversary date of employment.

Full-time employees who have passed their probationary period in the classifications of Engine Rebuilders, Transmission Specialists, Electricians (Heating and Air Conditioning), Lead Mechanics, A Mechanics, B Mechanics, A Bodymen and B Bodymen shall receive \$300.00 on or before November 15, 1989. Effective in January, 1990, eligible employees in these classifications, as well as in the Building Maintenance Specialist, shall receive an annual tool allowance of \$125.00."

12. Delete the provisions of Article 4.12(b) and substitute the following:

"Effective November 1, 1989 Pace shall provide (i) for use of mechanics and maintenance employees a minimum of 11 sets of uniforms, and shall launder five sets per week; (ii) for use of non-operating employees designated by Pace, foul weather gear available in inclement weather; and (iii) for garage employees, secure lockers."

13. Delete the provisions of Section 4.20 and substitute the following:

"All employees who have completed two years of continuous service with Pace shall be eligible to qualify for a personal leave day. After obtaining eligibility, the employee may select a particular day as his personal leave, provided that no more than three employees may select the same date unless Pace agrees."

14. Add the following new 4.21 to Section 4:

"In the event a Foreman is absent, Pace will appoint an employee to be responsible for the shift of that Foreman. Such employee appointed will be designated "Shift Responsible", and shall be paid \$1.00 per hour in addition to his regular rate of pay for all hours actually worked in this capacity."

15. Delete the provisions of Article 5.1(d) and substitute the following:

"Any runs scheduled over a longer spread than ten (10) hours and 30 minutes excluding report time, shall

pay a premium of one-half (1/2) times for all time in excess of ten hours and 30 minutes. This spread-time premium shall be paid in addition to all other straight-time and overtime payments, except make-up time, required by other provisions of this Agreement."

16. The last two sentences of 5.1(e) shall be deleted and the following substituted therefor:

"At least two-thirds of the runs on Sundays and holidays shall have a fallback or meal relief of not less than 25 minutes with pay after not more than 5½ hours from the beginning of such runs. All runs shall be scheduled to pull out with a bus, pull in with a bus, utilize a relief vehicle for reliefs, or make a street relief no farther from the garage than Mannheim/Lake."

17. Delete 5.2(c) and substitute the following:

"The maximum of part-time employees shall not exceed 12½% of the number of all full-time employees in the classifications referred to under 5.2(a) above."

18. Delete Section 5.2(k) and substitute the following:

"No full-time employee shall be laid off while part-time employees are still on the payroll in the same job classification. Full-time employees on layoff shall be recalled before part-time employees in the same classification are recalled or hired."

19. Delete the provisions of Section 5.2(n) and substitute the following:

"In filling full-time vacancies, part-time employees who have completed their probationary period shall, upon written request, be assigned full-time positions with Pace West Division based upon Pace West selection standards."

20. Delete the provisions of Article 5.3(d) and substitute the following:

"For runs other than those described in 5.1(e), Bus Operators shall be allowed a fallback or meal relief of not less than 25 minutes nor more than 65 minutes on at least one-third of the runs, it being understood that these runs shall not be for more than 5½ consecutive hours without a fallback or relief for meals."

21. Article 5.8 should read as follows:

"A Union-Management Committee shall be established for the purpose of meeting and conferring on matters of common interest. Meetings shall be convened at least once every three (3) months with other meetings called as necessary. The Union shall designate three (3) members and Pace shall designate three (3) members. If a certain route does not meet Pace published criteria and Pace decides to institute a trial program in order to maintain the route with part-time employees, Pace shall be allowed to employ a maximum of four special part-time operators in addition to the 12.5% part-time operators. Such trial program shall remain in effect for a minimum of six months. At the end of six months, this program shall be reviewed by the Labor Management Committee. If the Union does not concur, the trial program will not be continued."

22. 5.9(a) shall be added to the Agreement and provide:

"Seniority shall be defined as an employee's last date of hire into Pace West Division."

23. Add the following to the Contract as Section 5.17:

"Pace will be allowed, as a unit of government, to use community service workers to perform cleaning work in and around their facility on Saturdays or Sundays for no more than four weekends per year so long as such work does not result in the layoff of any bargaining unit employees."

24. Delete Section 6.2 and substitute the following:

"Pro Rated Schedule for Vacations

Employees in the continuous service of Pace who have not worked at least two hundred (200) days during the particular year shall receive a paid vacation during the vacation year pro rated on the number of days actually worked in accordance with the schedule set forth hereafter. For this purpose, days actually worked shall also include one-half of the employee's normally scheduled work days which, as of June 1st, had been lost due to occupational injury or accident."

25. A letter of understanding in compliance with Section 2.18(a) of the Regional Transportation Authority Act shall be prepared and executed by the parties.

26. The provisions of Section 7 shall be deleted and substituted as follows:

"7.1 Each full-time permanent active employee covered by this Agreement or on leave of absence from Pace to hold office in Local 241 shall be provided a summary plan description certifying that the employee is covered under the Pace employee benefit program.

(a) Pace will provide group accident insurance at the expense of Pace and the group accident and sickness insurance providing no indemnity for the first seven days of incapacity but providing \$27.14 per day thereafter for a period not to exceed 182 days for each employee who has been in the regular employ of Pace for not less than 12 months. Said accident and sickness insurance shall not cover any period of incapacity for which the employee is entitled to indemnity or compensation under any worker's compensation act; provided, however, that Pace shall be liable to the extent of the difference between such compensation allowance and the \$27.14 per day.

(b) Pace will provide a group hospitalization, surgical benefit, medical and dental expense insurance program or a group hospitalization, surgical benefit, medical expense insurance program established with a Health Maintenance Organization. However, the cost of the premium of the Health Maintenance Organization shall not exceed the cost of the Pace group hospitalization surgical benefit, medical and dental expense insurance program. Said insurance shall be for each employee actively employed and who has been in the regular employ of Pace for not less than 60 days, unless otherwise noted. Said schedule of benefits are featured in the employee benefit plan booklet, except the deductible shall be \$125 individual and \$400 family, and the pre-admission testing, pre-certification, second surgical opinion when applicable, and concurrent review all shall be mandatory, and if the employee and/or dependent does not comply with the above, the first \$5,000 of covered benefits shall be reduced by 20%. The employee savings account is eliminated. The dental deductible per individual shall be \$35. The family deductible shall be \$125.

(c) Any employee who is not actively employed at the time the employee is eligible to be covered by the insurance under the provisions above shall not be covered until the date of his return to work.

7.2 The life insurance, hospitalization, surgical benefit, medical and dental expense insurance on any employee covered hereby shall cease automatically thirty-one (31) days after the termination of employment of such employee (except as noted in Section 7.1(a)), and said Accident and Sickness and Hospitalization and Surgical Benefits, Medical Expense and Consultation Fees Insurance and Dental Insurance shall continue only while the employee remains in the employ of Pace, except that the Hospitalization and Surgical Benefits, Medical Expense and Consultation Insurance, and Dental Insurance shall be continued in full force and effect, at Pace or pension plan expense, for those employees who retire before age 65 and receive pension benefits until such employee attains the age of 65.

7.3(a) Effective October 1, 1989, Pace shall maintain felonious assault insurance, which covers occupational life only, in the amount of \$200,000.00 for all full-time and part-time employees.

(b) Group life insurance with AD&D in the amount of \$9,000.00 on the life of each full-time employee actively employed and who has been in the regular employ of Pace for at least one year but less than five years shall be provided in accordance with the terms of the Plan. Full-time employees with five or more years of service shall receive such life insurance in the amount of \$18,000.00. Part-time employees shall receive one-half of the above amount, depending on their years of service. Employees who retired before January 1, 1978 and received pension benefits shall receive life insurance in the amount of \$1,000.00. Employees who retired or retire after January 1, 1978 and who received pension benefits shall receive life insurance in the amount of \$2,000.00. Employees may purchase, at their own expense, group life, additional, equal amounts of insurance per past practice.

7.4 Reasonable rules and regulations shall be promulgated by Pace to make effective the intent and purpose of the insurance provisions of this Agreement.

7.5 Pace shall continue to maintain during the life of this Agreement the benefits presently in effect.

7.6 A vision plan for all eligible full-time employees, effective the first day of the month following the month in which they complete their probationary period, shall commence January 1, 1990. This Plan shall provide the following:

Examination	\$30.00 once in a 12-month period for employee.
Lenses	Once in a 12-month period for employee.

Single Vision	\$30.00 limit per pair.
Bifocal or equivalent progressive lenses	\$45.00 limit per pair.
Trifocal or equivalent progressive lenses	\$60.00 limit per pair.
Contact Lenses	\$200.00 if required after cataract surgery, or when required to correct visual acuity to 20/40 in the better eye when such a correction is not possible with other lenses.
Contact Lenses for any other purpose	\$60.00 limit per pair. (The limit for one lens is one-half the per pair limit).
Frame (not available in conjunction with contact lenses)	\$25.00 limit; once in a 12-month period for employee.

When lenses and frames are purchased at the same time, the combined limits are the total of the lens and frame limits, and separate lenses and frame limits will not be applied.

The above 7.6 covers eligible full-time employees who are in the self-insured Pace medical plan.

27. The provisions of Section 8 shall be deleted and substituted as follows:

8.1 Except as specifically amended by the provisions stated below, all terms and conditions of Pace's Amendment and Restatement of the Pension Plan and Pension Trust, as amended, shall remain in effect. The terms of such Plan are incorporated by reference into the Agreement.

8.2 Effective the pay period following the first pay date in 1989, Pace contributions will be 3% of compensation, while employee contributions to the Fund will remain at 1% of compensation.

8.3 The investment yield assumption for the Plan shall be increased from 7% to 8%, using adjusted market value, and the salary assumption shall be reduced from 6% to 5%.

8.4 The parties recognize the desirability of pursuing a full-funding policy by setting aside annually adequate funds to meet the costs attributable to that year plus an actuarially-determined sum for past service liabilities to insure

full funding of all obligations at the end of a 30-year amortization period.

The parties recognize that over a period of time changes in experience with respect to actuarial assumptions may occur or the benefit levels and components may be altered by negotiations. Periodic review of the contribution rate after 1988, relying on the actuarial valuations made by the Plan actuary, will be made to determine the appropriate contribution rate in the light of changes in experience which may have occurred.

8.5 The Retirement Plan for Pace West employees shall be amended to provide service credits to those employees who were laid off in 1981 and 1982 as the result of the loss of funding for those months in which the layoffs occurred and the parties further authorize the Retirement Allowance Committee to take all action necessary to carry out the purposes of such amendment.

28. Delete the provisions of Section 9.7 of the Agreement.

29. Pace and the Union will abide by the decision of the Arbitrator in the arbitration that is presently pending between the Chicago Transit Authority and Local 241, ATU, relative to the issue of whether Foremen should remain in or out of the bargaining unit.

30. The existing drug and alcohol testing procedure shall be modified, with an effective date of January 1, 1990, by a Supplementary Agreement on drug and alcohol testing, which will be issued by the Board of Arbitration on December 1, 1989.

In the course of the deliberations of the Board, there were numerous disagreements among Board members concerning the merits of the several proposals. The findings in this Award

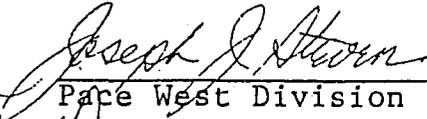
to meet the needs of the employees and the public.

do not necessarily affect full assent to all terms of the Award
by each of the parties' Arbitrators.



James R. Cox, Arbitrator

Dated October 23, 1989
at Chicago, Illinois



Pace West Division



Amalgamated Transit Union,
Local 241