NEW FINAL
CTA-ATU-WWCA
02-06-19

WAGE AND WORKING CONDITIONS AGREEMENT

BETWEEN THE

CHICAGO TRANSIT AUTHORITY

AND

AMALGAMATED TRANSIT UNION LOCAL 241

AND

AMALGAMATED TRANSIT UNION LOCAL 308

EFFECTIVE JANUARY 1, 2016 – DECEMBER 31, 2019

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THIS AGREEMENT, made and executed in duplicate as of the first day of January, A.D. 2016, by and between the **CHICAGO TRANSIT AUTHORITY,** a municipal corporation ("Authority" or "CTA"), party of the first part, and the **AMALGAMATED TRANSIT UNION, LOCAL 241 AND LOCAL 308** ("Local 241" and or "Local 308" and or collectively and or individually "Union"), parties of the second part,

WITNESSETH:

ARTICLE 1 – PURPOSE

1.1 PURPOSE The purpose of this Agreement is to provide the best and most satisfactory service to the public, to provide the best possible working conditions for the employees, at the same time having due regard for the economical operation of the Authority's equipment.

ARTICLE 2 – UNION RECOGNITION

2.1 EMPLOYEES BARGAINED FOR The Authority recognizes Local 241 and Local 308 as the sole and exclusive bargaining agent for all of its employees, including, without limiting the generality of the foregoing, the employees having the job titles or classified grades listed in the attached wages and salaries schedules, but excepting those employees excluded by Article 2.2.

2.2 EMPLOYEES NOT BARGAINED FOR It is not intended that executive, professional or supervisory personnel shall be bargained for unless such personnel are included in the job titles or classified grades listed in the attached wages and salaries schedules referred to in Article 2.1; nor is it intended that confidential employees or employees presently bargained for by other labor organizations shall be bargained for by Local 241 or Local 308. The Authority and Local 241 and Local 308 shall maintain a current list of excluded executive, supervisory and confidential employees.

2.3 UNION AFFILIATION The Authority will neither discharge nor discriminate against any employee covered by this Agreement because of his or her connection with Local 241 or Local 308.

2.4 RECORDS

The CTA shall make available to the Union the daily hire, rehire and transfer lists no later than ten (10) business days from the date of hire, rehire or transfer.

The CTA shall provide, at the Union's request, information on employee resignations, transfers to Area 605 and Area 629, promotions within and out of the bargaining unit, administrative separations and discharges no later than ten (10) business days after the date of the request. Such request shall be in writing and be made to the Employee Relations Department.

2.5 CHECKOFF Commencing within thirty (30) days after receipt of a signed authorization from an employee, the next month's regular monthly dues and or assessments of the Union shall be deducted from such employee's pay. The Authority

agrees to remit the deductions for Union dues and or assessments once each month promptly to the respective Financial Secretary of Local 241 or Local 308, together with a list of the names and amounts for whom deductions have been made. The Authority will deduct voluntary contributions for the A.T.U. Committee on Political Education (C.O.P.E.) upon an employee's written authorization. Nothing in this Article 2.5 shall inhibit or interfere with the rights and obligations of employees, including the employee's right of revoking authorization as prescribed by applicable law.

2.6 NON-INTERFERENCE The Authority shall be at liberty at all times during the existence of this Agreement, and subject to provisions hereof, to operate its property according to its best judgment and the orders of competent authority. Local 241 and Local 308 agree that neither will in any way interfere with or limit the right of the Authority to discharge or discipline its employees covered by this Agreement, where sufficient cause can be shown, except for membership in Local 241 or Local 308.

2.7 SUBCONTRACTING The Authority shall not subcontract or assign to others work which is normally and regularly performed by employees within the collective bargaining unit of Local 241 or of Local 308, except in cases of emergency when the work or service required cannot be performed by the available complement of unit members. The Authority reserves the right to continue its present practice of contracting out certain work of the nature and type contracted out in the past.

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

2.8 PROBATIONARY PERIOD All newly hired employees will be required to serve one (1) five (5) month probationary period during which the employee will have no recourse to the grievance/arbitration procedure in the event of termination. A part-time employee who moves to a full-time position will not be required to serve a second probationary period.

2.9 ORIENTATION The Union shall be given a reasonable time of not more than one (1) hour, during the new hire initial training period, to orient new employees concerning matters which are in the mutual best interest of the parties.

2.10 LIGHT DUTY JOBS An agreement between the parties concerning light duty jobs is attached hereto as Attachment A and is incorporated by reference herein.

2.11 SPECIAL UTILITY WORKER An agreement between the parties concerning the creation and staffing of a special utility worker classification is attached hereto as Attachment B and is incorporated by reference herein.

ARTICLE 3 – WAGES AND SALARIES

3.1 BI-WEEKLY PAY During the term of this Agreement, the Authority shall, bi-weekly, pay the employees in the bargaining units according to classification, the date of hire and length of service, the wages and salaries as shown in the attached wages and salaries lists for each contract year of the Agreement.

3.2 NO REDUCTION IN PAY The scheduling of the wage and salary rates herein shall not operate to reduce the wage or salary rates of any employee of the Authority covered by this Agreement below the rate now paid to such employee for the class of work performed by the employee nor change the conditions of any such employees.

Full-time employees as of November 30, 1974, who transfer into any classification or graded or salaried job shall not be affected by the new structures for employees hired after November 30, 1974.

3.3 WAGE AND SALARY STRUCTURE AND PROGRESSION

A. WAGES The wage rates for employees covered by this Agreement shall be increased by one (1.00) percent effective January 1, 2016, by one (1.00) percent effective July 1, 2016, by one (1.00) percent effective January 1, 2017, by one (1.00) percent effective July 1, 2017, by one (1.00) percent effective January 1, 2018, by one and one half (1.50) percent effective July 1, 2018, by one (1.00) percent effective January 1, 2019, and by two (2.00) percent effective July 1, 2019. The CTA will add an additional $450,000 to the July 2019 wage increase.

(1) Effective January 1, 2016, the top hourly rate for Motor Operator and Bus Operator will be $33.147 per hour.

(2) Effective July 1, 2016, the top hourly rate for Motor Operator and Bus Operator will be $33.479 per hour.

(3) Effective January 1, 2017, the top hourly rate for Motor Operator and Bus Operator will be $33.813 per hour.

(4) Effective July 1, 2017, the top hourly rate for Motor Operator and Bus Operator will be $34.152 per hour.

(5) Effective January 1, 2018, the top hourly rate for Motor Operator and Bus Operator will be $34.493 per hour.

(6) Effective July 1, 2018, the top hourly rate for Motor Operator and Bus Operator will be $35.010 per hour.

(7) Effective January 1, 2019, the top hourly rate for Motor Operator will be $35.361 per hour.

(8) Effective July 1, 2019, the top hourly rate for Motor Operator will be $36.068 per hour.

B. EMPLOYEES HIRED PRIOR TO DECEMBER 1, 1974 Maximum rates of pay (and progression rates, if any) applicable to all job classifications for employees hired prior to December 1, 1974, are listed in the effective rate sheets on file with the parties ("Rate Schedules I"). The progression rates apply to the classification into which such

employees were hired, or into which they have entered or may enter, and not to the employee as an individual.

Effective September 26, 1990, the progression rates for the classifications of bus operator, rapid transit operator, motor operator, ticket agent and switch operator shall be eliminated for employees hired prior to December 1, 1974.

C. EMPLOYEES HIRED ON OR AFTER DECEMBER 1, 1974

(1) The maximum basic rates for graded salary classifications have been set as follows:

Grades N-1, N-2, N-3	80% of corresponding Rate Schedule I maximum
Grades 00, 1, 2, 3	82% of corresponding Rate Schedule I maximum
Grade 4	88% of corresponding Rate Schedule I maximum
Grade 5	88.5% of corresponding Rate Schedule I maximum
Grades 6 and 7	94% of corresponding Rate Schedule I maximum
Grades 8, 9, 10, 11	100% of corresponding Rate Schedule I maximum

(2) Employees hired into the following classifications shall not be affected by the salary structure revisions as set forth in the immediately preceding paragraph (Article 3.3 C (1)):

Bus or Rail Instructor I and II
Bus or Rail Service Supervisor I and II
Garage or Terminal Instructor
Maintenance Department Garage and Terminal Clerk and Receiver
Maintenance Department Terminal Clerk
Assignment Agent

(3) All employees hired on or after December 1, 1974, into the hourly rated job classifications listed below shall progress to the following percentages of the bus and motor operator's top rate and that percentage of the top rate shall be the top rate payable for the classifications to employees hired on or after December 1, 1974:

Job Classifications	Percentage
Janitor	85%
Crossing Gate Attendant	85%
Bus Servicer	85%
Car Servicer	85%
Engine Washer	85%
Tractor Operator	85%
Ticket Agent	90%
Pump Operator	85%
Fork-Lift Operator	85%
Motor Washer	85%
Track Welder Helper	85%
Local 241 Laborers	90%

Bricklayer Helpers	90%
Track Worker	90%

(4) Effective February 14, 2018, the parties agree that the following hourly premiums are to be added to the trackman's hourly rate:

Work Train Crane Operator $4.50
Track Maintenance Equipment Operator (TMEO) I: $4.00
TMEO II: $5.00
Track Lubricator: $4.18
Welder: $4.50
Inspector: $1.50
Garbage picker: $0.50

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

(6) Trackmen's vacation and holiday will be based on the rate of picked position at time of vacation or holiday.

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, all newly hired employees in the bus mechanic and car repairer classifications shall be paid at the 80% progression rate at the time of hire, at the 90% progression rate upon completion of one year of employment, and at the 100% progression rate upon completion of two years of employment. All currently employed persons in these classifications will if necessary have their progression rates increased to correspond to the schedule of increases in the preceding sentence.

E. POSITION GRADES The grades and corresponding wage rates of all positions worked by members of the Union are attached as Attachment R.

F. POSTING: JOB PROGRESSION PAY RATES The job progressions and pay rate schedules for all Local 241 and Local 308 positions shall be a part of this Agreement. 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.

3.4 INITIAL TRAINING PAY For an employee in the Local 241 bargaining unit, payment during any paid initial training period (until the employee has achieved qualification) will be paid at sixty-five (65) percent of the actual paid rate of the classification in which the employee works.

For an employee in the Local 308 bargaining unit, payment during any paid initial training period (until the employee has achieved qualification) will be paid at minimum wage.

3.5 TEMPORARY EMPLOYEES A temporary employee who is hired as a full-time employee into the same job classification that the employee was working in as a temporary employee shall be given credit in application of the hiring progression rates for time spent as a temporary employee, provided that the employee resigns from temporary employment for the purpose of immediately obtaining such full-time employment, and does immediately fill the first job opening offered to that employee in such classification. Such credit shall be given only from the last date of employment by the Authority as a temporary employee.

3.6 PART-TIME EMPLOYEES

I. GENERAL – PART-TIME EMPLOYEES

A. Part-time bus and rail operators (bus operators, motor operators, conductors, flaggers and rapid transit operators) and bus and car servicers, hereinafter referred to as part-time employees, shall be covered under the sections of the Agreement dealing with the probationary period, Union recognition, Union representation, grievance procedure and arbitration.

B. Part-time employees shall not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.

C. Subject to paying the required contribution, a part-time employee, as defined in this Article, who has completed ninety (90) days of service, will receive a health insurance benefit including hospital, medical, accident and prescription drug coverage at the benefit levels described under the PPO Options in the Tables below.

Table 1
Overview of PPO Offerings

PPO Option A	In-Network	Out-of-Network
Annual Deductible (Individual / Family)	$2,000/$4,000	$4,000/$8,000
Annual Out-of-Pocket Limit (Individual/Family)	$3,000/$6,000	$5,000/$7,500
Plan Payment Level	80%	60%
Emergency Room Services (Waived if Admitted)	$100 copay / visit	
Office Visits (After Deductible)	80%	60%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: $5 Brand Formulary: $15 Brand Non-Formulary: $35	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	Unlimited	
Monthly Employee Contributions (Individual/Family)	1/1/16: $22.53/$43.33	

PPO Option B	In-Network	Out-of-Network
Annual Deductible (Individual / Family)	$500/$1,000	$1,500/$3,000
Annual Out-of-Pocket Limit (Individual/Family)	$2,000/$4,000	$3,000/$6,000
Plan Payment Level	70%	60%
Emergency Room Services (Waived if Admitted)	$100 copay / visit	
Office Visits (After Deductible)	70%	60%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: $10 Brand Formulary: $25 Brand Non-Formulary: $45	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	Unlimited	
Monthly Employee Contributions (Individual/Family)	1/1/16: $72.54/$163.32	

EMPLOYEE PREMIUM DEDUCTION – PPO. Effective subsequent to the January 1, 2015 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.

Part-time employees who enter a full-time position will retain their existing benefits for a three (3) month period, after which they will be entitled to the benefits of a full-time employee.

The insurance coverage applicable to part-time employees will be available to the dependents of part-time employees with more than one (1) year of service through December 31, 2013 and thereafter to the dependents of all part-timers who are children less than twenty-six (26) years of age subject to paying the required employee family premium.

D. Part-time employees shall not accrue seniority while so employed. A part-time employee who applies and is accepted for employment as a full-time employee shall for all purposes accrue service or seniority only from the date of hire as a full-time employee. Part-time employees who may be hired as full-time employees will not be required to repeat the progression that they have completed.

E. Part-time employees shall be paid subject to the progression schedule applicable to the employee's job classification and shall be eligible to progress up to a maximum of one hundred (100) percent of the full-time employee's wage rate. Part-time employees shall accrue credit towards completion of the progression schedule at the rate of one hundred and seventy-three and three tenths (173.3) hours worked equaling one (1) month's credit.

F. Part-time employees shall be paid for all time during which they are required by the Authority to perform any duties. Part-time employees shall not be eligible for time or pay guarantees or for penalty pay provisions, except as otherwise provided in this Section.

G. For employees in the Local 241 bargaining unit, the maximum number of part-time employees shall not exceed twenty-five (25) percent of the number of full-time employees, except that part-time servicers shall not exceed fifteen (15) percent of full-time servicers.

H. For employees in the Local 308 bargaining unit, the maximum number of part-time employees shall not exceed twenty (20) percent of the number of full-time employees, except that part-time servicers shall not exceed fifteen (15) percent of full-time servicers.

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

J. After one (1) year of continuous service a part-time employee will be eligible to receive an initial uniform or work clothing allowance equal to that given a full-time employee and fifty (50) percent thereafter.

K. Part-time operators and FTTFs who have qualified as operators and who have completed one (1) year of continuous service shall be offered in date of hire order any available vacant full-time permanent operator positions. The CTA shall not be obligated to fill any vacant position, but if it does so, it shall do so in accordance with this provision. Part-time operators and FTTFs who have qualified as operators and who have completed one (1) year of continuous service will not be required to pass a record review in order to be offered an available bargaining unit position; however, the employee's work record shall follow the employee into the new position.

L. Part-time employees in the Local 241 bargaining unit will not work more than thirty-two (32) hours per week except in cases of emergencies or authorized trades.

M. Part-time employees in the Local 308 bargaining unit will not work more than thirty (30) hours per week except in cases of emergencies.

N. Part-time employees will be provided free transportation on all lines operated by the Authority.

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

P. Part-time operators shall ordinarily have two (2) days off provided that the CTA does not determine in its discretion that its operational needs do not require more than two (2) days off for any or all part-time operators. Part-time operators shall have at least one (1) day off per week.

Q. Part-time employees with one (1) or more years of service shall be permitted one (1) week off per year without pay. Part-time employees with two (2) or more years of service shall be permitted two (2) weeks off per year without pay. The timing of such absence will depend upon staffing requirements as determined by management.

Eligible part-time employees in the Local 241 bargaining unit shall pick their earned, unpaid vacation at the end of the full-time vacation pick. The Authority will set the vacation week controls.

R. Part-time employees may participate in any Authority incentive program if they meet the established criteria for that program.

S. A part-time employee who reports to work shall be guaranteed two (2) hours of pay.

T. Part-time operators shall be permitted to participate in the CTA's 401(k) Plan.

U. A part-time operator will be granted an allowance of one and one-half (1-1/2) days off with pay equal to wages the employee would have earned (not to exceed a total of twelve (12) hours) for attending the funeral of his or her spouse, child, step-child, mother, father, step-parent, parent of spouse, brother, sister and any dependent relative domiciled in the employee's home. No employee will perform work on a day for which the employee is compensated for funeral leave, except in a case of emergency.

V. Part-time employees in the Local 241 bargaining unit shall select their work location during all scheduled system picks based upon their date of hire and will pick at the end of the full-time pick. The Authority will set the manpower controls.

W. Part-time weekly work schedules systemwide shall be posted at the time of any run pick and a minimum of sixty (60) percent 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.

II. LOCAL 241 PART-TIME OPERATORS

A. To address the high rates of absenteeism which continue to pose difficulties in staffing and require greater flexibility in the use of part-time employees, the maximum number of part-time bus operators shall not exceed twenty-five (25) percent of the number of full-time bus operators. The number of trippers set aside for part-time bus operators shall not exceed 1500.

B. All pieces of work that equal seven and three-quarters (7 ¾) hours of platform time or more within the allowable spread time shall be coupled and made into runs.

C. A part-time bus operator will be used for the following purposes: working trippers which are not part of a run and or special event service; working runs set aside on Saturday and Sunday; and, in the event that all full-time operators scheduled to work on the extra board at a particular time have been assigned, then any duties normally assigned to full-time bus operators may be assigned to part-time bus operators.

D. All charter, vacation relief, protection of the service, shall be worked by full-time operators, except as otherwise provided for herein.

E. A tripper is a scheduled or unscheduled piece of work not incorporated into a regular run.

F. The Authority may leave outside of picked runs a number of pieces of work which will be operated as trippers. Trippers will be operated in the following manner:

(1) The Authority may assign trippers to be worked by part-time employees.

(2) The Authority may, at the time of the periodic bid of runs, post a list of trippers for voluntary selection by regular operators who can work such trippers without conflicting with their picked runs and without violating rest provisions. A regular operator who bids a tripper will be required to operate such tripper on each of the days in the employee's work week on which the tripper is operated for the duration of that pick. Spread premium shall not apply. Trippers will be subject to change or cancellation.

(3) Trippers which are not assigned to part-time employees or are not worked as biddable trippers under the above provisions may be worked from the extra list.

G. Inclusive in the total number of trippers, the Authority shall be permitted to set aside runs on Saturday and Sunday for part-time bus operators to be worked as trippers or runs.

H. The work set aside for part-time bus operators on Sunday will be the equivalent of full Sunday runs. The parties contemplate that work composing one (1) full Sunday run will be worked by one (1) part-time bus operator. However, the Authority may in its discretion divide the run between two (2) part-time bus operators. Such runs shall not check before 1330 hours.

I. In addition to trippers permitted on Saturday, the Authority may set aside runs to be worked by part-time bus operators. Such runs shall not check before 1330 hours.

J. If a part-time employee is scheduled or called out only once during the day, the piece of work will be at least three (3) hours. If more than one (1) piece of work is scheduled for the day, one (1) in the A.M. and one (1) in the P.M., each of the pieces will be at least two (2) hours.

K. Part-time operators will be charged with one-half (1/2) of a miss when given work after a miss occurs.

L. The classification of part-time bus servicer will remain under its present usage and restriction and will not be affected by this sub-section.

Part-time bus servicers shall not be assigned to the day shift unless full-time bus servicers are not available to perform the work, including full-time bus servicers on the P.M. and night shifts. Part-time bus servicers shall be assigned to work holidays and weekends prior to posting such work for a full-time bus servicer to pick.

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

III. LOCAL 308 PART-TIME OPERATORS

A. Part-time operators may qualify for and work in the following positions: motor operator; rapid transit operator; conductor; and flagger. No part-time operator will be allowed to pick any scheduled runs or tricks.

B. Part-time operators shall be paid for all time during which they are required by the Authority to perform any duties, including the operations of scheduled runs.

Part-time operators shall not be eligible for time or pay guarantees or for penalty pay provisions; provided, however, in the event a part-time operator is called out and not given the assignment designated for the employee, the employee will be paid a minimum of three (3) hours of pay, or the employee may be held on call for a maximum of four (4) hours and will be paid for all time spent on call, and for all time spent on a piece or pieces of work assigned to the employee during the period. If the employee is released before the end of the four (4) hour period, the employee will be paid a minimum of three (3) hours of pay.

If a part-time employee is scheduled or called out only once during the day, the piece of work will be at least three (3) hours. If more than one (1) piece of work is scheduled for the day, one (1) in the A.M. and one (1) in the P.M., each of the pieces will be at least two (2) hours.

C. The maximum number of part-time operators shall not exceed twenty (20) percent of the number of full-time operators.

D. A part-time operator may be assigned for the purpose of working a motor or conductor run, flagging, special event service and non-scheduled work, provided all regular full-time operators on the extra board who are scheduled to work have been assigned. For the purposes of this Article, assignment is defined as an apportionment of a piece or pieces of work to all full-time employees including scheduled runs, scheduled scrubs, show-ups and non-scheduled work. For the purposes of this Article, non-scheduled work is defined as any piece of work not posted to be picked.

E. A tripper is a scheduled or unscheduled piece of work not incorporated into a regular run.

F. All pieces of work that equal seven and three-quarters (7 ¾) hours of platform time or more within the allowable spread time shall be coupled and made into runs.

G. The Authority agrees to freeze the number of pieces of work which will be operated as trippers at its present number of eight (8). These trippers are presently assigned to the North Rail Section's Skokie Swift operation and would remain in that operating area. These trippers will not be posted for picking and may, in the discretion of the Authority, be assigned to full-time operators on the extra board or to part-time operators.

H. The classifications of part-time rail servicer and part-time ticket agent will remain under their present usage and restrictions and will not be affected by this sub-section.

IV. SPECIAL PART-TIME OPERATORS

A. As of January 1, 1997, a classification of special part-time operator shall be created for the positions of bus operator, motorman, conductor, and rapid transit operator.

B. This classification shall check after 1200 hours on Saturday and Sunday and when a Sunday schedule is in effect.

C. The maximum number of special part-time operators within the bargaining unit of Local 241 shall be capped at twelve (12) percent of the full-time classification and will be in addition to the current regular part-time cap of twenty-five (25) percent.

D. The maximum number of special part-time operators within the bargaining unit of Local 308 shall be capped at twelve (12) percent of the full-time classification and will be in addition to the current regular part-time cap of twenty (20) percent.

E. Preferential consideration in hiring will be given to retirees.

F. Special part-time operators shall receive no benefits.

G. The hourly rate paid to operators in the special part-time classification shall be sixty-five (65) percent of the top full-time operator rate. The following rates shall be effective on:

01/01/16	$21.543
07/01/16	$21.759
01/01/17	$21.976
07/01/17	$22.196
01/01/18	$22.418
07/01/18	$22.754
01/01/19	$22.982
01/07/19	$23.441

ARTICLE 4 – OTHER PAY PROVISIONS, GENERAL

4.1 NIGHT PREMIUM A night premium shall be paid in addition to the straight time hourly rate to all hourly rated employees as follows:

(a) If the employee works a run, trick or shift scheduled to finish after 8:00 P.M. and up to 2:00 A.M., twenty-five cents ($0.25) per hour.

(b) If the employee works a run, trick or shift scheduled to finish after 2:00 A.M.,fifty cents ($0.50) per hour.

4.2 JURY DUTY An hourly rated employee, when forced off work due to being summoned for jury duty, shall receive pay equal to wages the employee would have earned with a minimum of eight (8) hours of pay. Any employee required to perform jury duty may have his or her days off changed to conform with the jury duty assignment, if so requested. Such change will be granted unless, in the judgment of the Authority, it is not feasible because of operational needs. Such change shall not result in any loss or gain in either days off or pay. No employee will perform work on a day when the employee has reported for jury duty, except in a case of emergency. No jury duty allowance will be paid to an employee on a scheduled day off or when absent from work due to sickness or injury or during a vacation period. The employee shall be required to reimburse the Authority with the jury service fee received from the Jury Commission for the number of days paid by the Authority. The employee will retain transportation fees provided by the Jury Commission.

Should an emergency arise that would require an employee to be called out to work during the period of their jury duty, the straight time hours allowed for jury service shall be used in computing weekly overtime, but weekly overtime shall not be duplicated.

4.3 INSTRUCTIONAL PAY An operating employee or track worker who breaks in or instructs employees shall receive six dollars ($6.00) for instructing students for four (4) hours or less in one (1) day and twelve dollars ($12.00) for instructing students for more than four (4) hours in one (1) day. The maximum instructional compensation for any one (1) day shall be twelve dollars ($12.00).

4.4 ACCIDENT REPORTS Employees requested to prepare accident, blind case and complaint reports shall be paid actual time in the preparation of such reports, with a minimum amount of thirty (30) minutes of time.

4.5 MILEAGE ALLOWANCE Any employee authorized to use his or her car for conducting business of the Authority shall receive the amount allowed by the IRS per mile for such mileage . The five (5) mile allowance shall remain.

An employee, to be eligible for this allowance, shall submit mileage data on the mileage record sheet forms supplied by the Authority. Any employee authorized to use his or her car for conducting business of the Authority shall be required to carry automobile liability and property damage insurance with a maximum limit of fifty thousand dollars ($50,000)/one hundred thousand dollars ($100,000) public liability and ten thousand dollars ($10,000) property damage to protect the Authority while the employee is conducting business of the Authority in his or her personal automobile.

4.6 UNIFORM AND WORK CLOTHING ALLOWANCE

I. UNIFORM ALLOWANCE

A. ELIGIBLE EMPLOYEES An employee, excluding a part-time employee, in a classification listed below shall receive a uniform allowance of three

hundred and two dollars and fifty cents ($302.50), provided the employee has completed a minimum of one (1) year of continuous service with the Authority.

1. SERVICE DELIVERY – BUS SYSTEM

Bus Operator
Collector
District Supervisor
Relief District Supervisor
Traffic Supervisor I and II
Senior Station Instructor
Supervising Instructor I and II
Instructor I and II
Equipment Technician II and III

2. TRANSPORTATION AREAS – RAIL SYSTEM

CSR - CSA
Rapid Transit Operator (RTO)
Motor Operator
Supervisor I and II
Universal Rail Supervisor
Supervising Instructor I and II
Instructor I and II
Agent Supervisor (Customer Assistant Supervisor)
Extra Board Switchman
Extra Board Towerman

B. PAYMENT OF ALLOWANCE The uniform allowance shall be payable by voucher directly to vendors designated by the Authority in an amount not to exceed the maximum amount of the uniform allowance. The uniform allowance voucher shall be made available to the employee on the first full pay period following the employee's anniversary date of employment with the Authority.

1. New employees who are required to provide their own initial uniform as a condition of employment shall receive the standard yearly uniform allowance when the employee becomes eligible.

2. Unused portions of a uniform voucher will be carried over for use with the following year's allotment, but in no event will the amount carried over exceed twenty (20) percent of the applicable allowance.

C. MATERNITY UNIFORM AND KNEE-LENGTH SUMMER CLOTHING A union-management committee consisting of two (2) representatives appointed by Local 241 and two (2) representatives appointed by Local 308 and four (4) representatives appointed by the CTA, with full right of substitution, shall establish approved maternity and work clothing and uniforms for pregnancies and approved knee-length uniform clothing to be worn during the summer at the employee's option. This committee also shall study alternative uniform supplier(s).

II. WORK CLOTHING ALLOWANCE

A. ELIGIBLE EMPLOYEES An employee, excluding a part-time employee, in a classification listed below shall receive a work clothing allowance of one-hundred and eighty-one dollars and fifty cents ($181.50) per year, provided the employee has completed a minimum of ninety (90) days of continuous service with the Authority.

1. MAINTENANCE AREAS – BUS MAINTENANCE

Bus Mechanic
Tire Repairer
Bus Handler
Bus Interior Cleaning Machine Operator
Engine Blower
Bus Servicer
Mobile Bus Repairer
Shop Tractor Operator
Laborer
Shop Inspector
Garage Instructor I and II
Resident Instructor
P.M. Resident Instructor
Senior Garage Instructor

2. MAINTENANCE AREAS – BUS

Boiler Maintainer
Group Leader of Laborers
Laborer "A"
Laborer
Janitor

3. MATERIALS MANAGEMENT DEPARTMENT

Laborer
Trolley Tender
Paver Burner
Fork Lift Operator

4. TRANSPORTATION AREAS – RAIL SYSTEM

Picking Switchman
Picking Towerman
Work Train Conductor

5. MAINTENANCE AREAS – RAIL MAINTENANCE

Car Repairer "A" and "B"
Car Servicer

Motor Blower
Shop Tractor Operator
Laborer
Inspection Terminal Instructor I and II
Senior Inspection Terminal Instructor

6. MAINTENANCE AREAS – RAIL SYSTEM MAINTENANCE

Laborer
Track Worker (includes former Track Worker I and II)
Track Welder and Track Welder Helper
Loader Grinder Operator
Work Car Derrick Operator
Janitor
Crane Operator "A"
Crane Operator Helper
Derrick Car Laborer

7. MATERIALS MANAGEMENT DEPARTMENT

Laborer
Trolley Tender
Paver Burner
Fork Lift Operator

B. PAYMENT OF ALLOWANCE The work clothing allowance shall be made available to an eligible employee on the first day of December of each year, except that during an employee's first year of employment the work clothing allowance will be available when the employee has accumulated ninety (90) days of continuous service. The work clothing allowance shall be paid in cash except in the case of certain classifications to be designated by the Authority.

C. VOUCHER PAYMENT PROCEDURES FOR CERTAIN CLASSIFICATIONS Employees in certain classifications (to be designated by the Authority) will be required to be dressed in specific work clothing. Such employees shall receive the work clothing allowance by means of a voucher, payable directly to vendors designated by the Authority in an amount not to exceed the maximum amount of the work clothing allowance.

D. LOCAL 241 JANITORS An employee of the Service Delivery Department, in the classification of Local 241 janitor shall receive a work clothing allowance of one hundred thirty-three dollars and sixty-five cents ($133.65) per year, provided the employee has a minimum of ninety (90) days of continuous service. During the employee's first year of employment, the clothing allowance will be paid when the employee has accumulated ninety (90) days of continuous service.

Employees will be eligible to receive a work clothing allowance after completion of one (1) year of continuous service.

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

E. SHOE ALLOWANCE Employees in the Engineering and Maintenance Department who are eligible to receive a work clothing allowance will also receive a shoe allowance of sixty dollars and fifty cents ($60.50) per year, under the same terms and conditions as apply to the work clothing allowance under Articles 4.6 II A, B, C and D above. Equipment Technicians II, Equipment Technicians III, Maintenance Payroll Clerks, and Reprographers shall receive the aforesaid shoe allowances.

F. CENTRAL COUNTING Central Counting employees in the Local 241 bargaining unit will be issued uniforms with name tags.

G. CASH BOX PULLERS Box pullers in the Local 241 bargaining unit shall receive a work clothing allowance and not a uniform allowance for the year they are box pullers.

III. MILITARY SERVICE PRORATION

When an employee, who would have been eligible to receive a uniform or work clothing allowance had the employee not been on military service furlough when such allowance was due, returns from active duty in the armed forces, the employee shall be eligible to receive the appropriate allowance the employee's classification would provide. This allowance will be prorated from the time of the employee's previous anniversary of employment date to the date when the military service furlough became effective, allowing one-twelfth (1/12) of the allowance for each thirty (30) days. The allowance will be paid to the employee only after the employee has worked two (2) payroll periods after reinstatement from military service. Subsequent uniform or work clothing allowances shall be in conformity with the provisions relating to such allowance. Notwithstanding anything to the contrary in this Agreement, the Parties have agreed to interpret this provision consistent with USERRA.

4.7 PHYSICAL EXAMINATION An employee requested by the Authority to report for a physical examination at the Medical Department shall be paid actual time or a minimum of three (3) hours of pay, whichever is greater.

4.8 COURT AND LEGAL PROCEEDING APPEARANCE

(a) An employee required by the Authority to meet with attorneys, attend court or appear in other similar proceedings during the employee's scheduled work hours may be compensated by the Authority for what the employee's run or trick pays, with a minimum of eight (8) hours of pay. In the event that the Authority directs the employee to return to his or her work assignment for further work in the employee's job classification, not to end beyond the employee's regular quitting time, the employee shall be paid for all time spent beyond eight (8) hours subject to the applicable weekly overtime provision. When an employee's appearance is required on a scheduled day off, the employee shall be compensated for all time spent, with a minimum of eight (8) hours of pay subject to applicable weekly overtime.

(b) Employees required to appear in Traffic Court in response to a summons in a non-accident incident shall not be compensated for any time so spent. The Authority shall make every effort to reduce or eliminate any wage loss by assigning the employee to available work to be performed on the day the court appearance is completed.

4.9 FUNERAL LEAVE An hourly rated employee will be granted an allowance of three (3) days off with eight (8) hours of pay for attending the funeral of the employee's spouse, child, step-child, mother, father, step-parent, parent of spouse, brother, sister, grandparent and any dependent relative domiciled in the employee's home. No employee will perform work on a day for which the employee is compensated for funeral leave, except in a case of emergency.

4.10 MILITARY DUTY – CIVIL DISORDERS An employee called to active state service relating to civil disorders within the State of Illinois shall be paid the difference between the daily remuneration received from the State agency and the employee's wages, with a minimum of eight (8) hours of pay for all scheduled work time lost.

4.11 EMERGENCY CALLS Only in case of emergencies shall employees be called after 11:00 P.M. if they are needed for work at a time earlier than their scheduled starting time. Emergencies shall be defined by the Authority.

4.12 TEMPORARILY ASSIGNED EMPLOYEES Employees who are temporarily assigned to duties which require using skills for higher rated work other than those contained in the employee's job description shall be paid at the higher rate. If on any day an employee performs such work for more than three (3) hours the employee shall be paid at the higher rate for the entire day, provided that time and one-half (1-1/2) the higher rate will be paid for all time worked in excess of eight (8) hours per day.

4.13 ERROR IN RUN ASSIGNMENT If in the event of a clerical error an extra man is assigned a run and the run has been claimed by the regular man who picked it, the extra man will be assigned or released within thirty (30) minutes and paid a minimum of eight (8) hours of pay.

4.14 TRAINING/INSTRUCTION If an employee is assigned to attend training/instruction as his or her day's assignment, then he or she will receive what his or her run or trick pays, with a minimum of eight (8) hours of pay.

4.15 PAYCHECKS The Authority will not withhold employee paychecks for disciplinary purposes. However, under certain circumstances, the manager may issue paychecks, but the manager may not hold an employee's paycheck to compel the employee to see the manager. All deductions on an employee's paycheck shall be explained on the paycheck stub, and any special pay additions shall be explained.

A grievance settlement shall be reduced to writing, signed and dated by a representative of the Employee Relations Department and a representative of Local 241 or Local 308 no more than seven (7) days after the agreement is reached between the Union and the CTA. All settlement and arbitration award checks involving payment for five (5) days or more shall be drafted separately. Grievance settlement and arbitration award checks will be paid no later than the second full pay period after the grievance

settlement has been signed or a final arbitration award has been issued, unless the legality of such award is contested by the Authority.

If an arbitration award or grievance settlement is not paid by the second full pay period from the date the grievance settlement is fully executed by all parties or a final arbitration award has been issued, the Union shall contact the Vice President of Employee Relations or designee and the Vice President of Employee Relations or designee will contact the Authority's Payroll Department and advise it of the failure to make payment in a timely fashion. If payment is not made in two (2) business days thereafter, and the affected employee so requests, the Vice President of Employee Relations or designee shall assist the employee in obtaining a pay card. The Authority shall provide the appropriate Union a copy of the Vice President of Employee Relations Compensation Memorandum. The Authority shall notify the Union in writing when one (1) of its bargaining unit members is issued a pay card.

If an employee's paycheck is short two hundred dollars ($200.00) or more because the Authority is at fault, an adjustment will be made within two (2) business days (Monday through Friday) from the date of inquiry; provided, however, where no investigation is needed, the Authority will attempt to pay the employee on the date of inquiry, where possible.

If the employee's paycheck is short two hundred dollars ($200.00) or more through the employee's own negligence, the adjustment shall be made at the next pay period, unless the employee's negligence was caused by extreme emergency, which shall be as determined by the Authority.

If, in a first deduction for a wage garnishment, the employee presents a stipulation of dismissal and a letter from the attorney stating that the garnishment was made in error, or evidence that arrangements have been made to pay the debt, the Authority will make immediate reimbursement. However, if two (2) or more deductions have been made, reimbursement will be made only at the next pay period, unless it can be verified that the employee was off from work and did not know about the first deduction because he was not able to pick up the paycheck showing the first deduction.

The Employee Relations Department will obtain from Payroll/Accounting the date on which the employee will be compensated for settlements involving only wages prior to sending a letter to the Union with said date.

For new hires and newly transitioned employees whose payment during the pay period constituting the pay day cannot be made on the appropriate pay day, arrangements will be made to provide them with an advance payment to cover the days worked. This advance payment will be deducted from the employee's paycheck on the next regular pay day.

Payment due for seven (7) day sick pay will be paid in a separate check.

The Authority will make arrangements for the direct deposit of paychecks.

ARTICLE 5 – OTHER PAY PROVISIONS, BUS SYSTEM, LOCAL 241

5.1 MINIMUM GUARANTEE: STO EMPLOYEES The working week of all Scheduled Transit Operations ("STO") employees, who are defined as those employees within the classifications of bus operator (full-time and part-time) and box puller shall be forty (40) hours. An STO employee shall be eligible for a weekly minimum guarantee of forty (40) hours of pay under the following conditions:

(a) If picked work, the employee must pick a minimum of thirty eight and one-half (38.5) hours of work and perform all of this picked work to be eligible for a weekly forty (40) hour guarantee. This stipulation includes work as determined by platform and allowances only. Lunch and spread are excluded. If an employee does not pick a minimum of thirty-eight and one-half (38.5) hours, he or she will not be eligible for the weekly forty (40) hour guarantee.

(b) All paid time will count toward the forty (40) hour weekly guarantee.

(c) Whenever during a pick an employee cannot pick sufficient hours to allow him or her to work a minimum of thirty-eight and one-half (38.5) hours for the week, the pick will be stopped and all unpicked work will be filled from the extra board.

Operators shall not lose any time as a result of shortage of vehicles, breakdowns or any conditions over which they have no control.

No runs will be scheduled for less than seven (7) hours of platform time.

Extra board employees shall be guaranteed forty (40) hours of pay per week. If work is assigned under extra board procedures, an employee will receive the forty (40) hour weekly guarantee. Failure to report for work and fill an assignment when requested for any cause whatsoever on any one (1) of the five (5) days in the calendar week, exclusive of regularly scheduled days off, shall break the forty (40) hour weekly guarantee. Extra board will be treated under the same rules as stated above with the exception of someone on a "Show." Show-up time is the time the operator is to report for work. All time that an operator is on show-up is time worked. Any assignment while on show-up will pay for time worked, including show-up time. Extra board employees reporting for work shall be held on show for two (2) consecutive hours. If an extra board employee on a show does not receive work within the timeframe of the show, the employee will receive eight (8) hours of pay for the day and will get eight (8) hours credited toward his or her forty (40) hour weekly guarantee. All sitting time will be credited toward the forty (40) hour weekly guarantee.

All extra board employees shall have two (2) regularly scheduled days off per week, and any work performed by extra board employees on those days off shall not count toward the forty (40) hour weekly guarantee if the employee is available for all assignments and works as assigned on each of the specified work days. Pay for holidays not worked will apply in accumulating hours used in the compilation of the forty (40) hour weekly guarantee for bus operators on the extra list.

The Authority may, in its discretion, institute a program at selected or all garages under which scheduled days off for operators picking the extra board will be restructured, so that an extra board operator will have one (1) picked day off each week, plus rotating weekend days off.

5.2 OVERTIME

A. STO EMPLOYEES Any STO operator who picks at least thirty-eight and one-half (38.5) hours per week, who completes all of his or her week's assignments and works additional work shall be paid time and one-half (1-1/2) for all time worked in excess of his or her regular work week. Borrowing is not allowed. Extra board operators who have satisfied the minimum guarantee in Section 5.1 above will be paid time and one-half (1-1/2) for additional work.

If an STO employee works overtime during a week in which the STO employee was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business) the STO employee will be paid at time and one-half (1-1/2) only for work performed in excess of forty (40) hours per week.

Lunch, spread time, holiday premium, and holiday pay for a scheduled day off will not count toward obtaining the forty (40) hours necessary for weekly overtime. Weekly overtime shall not be duplicated.

B. NON-STO EMPLOYEES

The working day of all Non-STO employees shall be eight (8) hours. All Non-STO employees shall be paid at the rate of time and one-half (1-1/2) for all time worked over eight (8) hours in any one (1) day, and for all time worked over forty (40) hours in any calendar week, but daily and weekly overtime shall not be duplicated.

To qualify for weekly overtime, a Non-STO employee must have worked his or her five (5) scheduled work days during the work week except if the Non-STO employee is absent for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business but daily and weekly overtime shall not be duplicated.

Overtime compensation per hour for all salaried Non-STO employees, who are paid on a monthly, semi-monthly or bi-weekly basis, shall be computed by multiplying the monthly rate by twelve (12) and dividing the results by two thousand and eighty (2,080) (fifty-two (52) weeks times forty (40) hours) and multiplying the result by one and one-half (1-1/2).

Overtime for Non-STO employees in what was once known as the General Office Seniority District shall be in accord with practices in effect on the day of this Agreement.

Evening overtime for Non-STO employees performing office or clerical work shall not require two (2) unpaid meal periods in one day.

5.3 SPREAD TIME Any run scheduled over a longer spread than ten and one-half (10.5) hours shall pay a premium of one-half (1/2) time for all time in excess of such ten and one-half (10.5) hours. This spread time allowance shall be paid in addition to all other straight time and overtime payments required by other provisions of this Agreement; however, the spread time allowance shall not count toward obtaining the forty (40) hours necessary for weekly overtime. This paragraph also applies to traffic checkers in the Operations Planning Department when working a regular split shift and to bus service supervisors.

Runs including spread time shall be completed within thirteen (13) hours as elsewhere provided. Any employee required to work beyond thirteen (13) hours measured from the time the employee reports until the end of the employee's workday shall receive double time for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

Swings will be allowed from 0400 hours until 2000 hours under the following restriction: no more than seven (7) percent of the swings can start before 0530 hours.

All swing runs shall finish no later than 8:00 P.M.

There shall be no three (3) piece runs.

5.4 REPORT TIME All bus operators shall be allowed fifteen (15) minutes when commencing the day's work and ten (10) minutes for a second pullout. Such time is for preparing themselves and their buses, making reports or performing such other duties as may be required by the Authority for the day's work.

5.5 MEAL RELIEF Bus operators shall be allowed a fall-back for meals of not less than thirty (30) minutes. Fall-backs shall be provided on all streets where terminal facilities permit. Where terminal facilities do not permit a fall-back on straight runs, except in the case of Sunday and holiday runs which are elsewhere covered, operators shall be allowed a relief for meals of not more than one (1) hour and shall not be paid for the time they are so relieved from work, it being understood that no runs shall be scheduled to work more than five and one-half (5-1/2) consecutive hours without a fall-back or relief for meals. Bus operators on certain owl runs shall be permitted to stop at locations designated by their supervisor/controller for the purpose of purchasing and picking up a meal only when their bus has no passengers.

Straight runs on Sunday and holidays shall have a scheduled fall-back or meal relief of not less than thirty (30) minutes, which shall be paid for thirty (30) minutes.

Where feasible, as determined by the Authority, the Authority will try to schedule as few runs of over four and one-half (4-1/2) hours without meal relief or fall-back as is possible.

5.6 WORK AWAY FROM REGULAR STATIONS When an employee reports to his or her regular station and is then required to report to a station at which he or she is not regularly employed, the employee shall be paid for time going to and returning from such other station, and if not receiving work at such other station, the employee will be

paid for an eight (8) hour day, which shall include the time going to and returning from his or her regular station.

5.7 SNOW EQUIPMENT WORK Bus operators working on snow equipment shall be paid the rates received by them in their regular work, and after working forty (40) hours either on snow equipment or a combination of snow equipment and their regular work, shall be paid one and one-half (1-1/2) times the employee's straight time hourly rate for weekly overtime. No bus operator shall lose any time from his or her regular schedule on account of snow equipment work. Any regular employee detailed for the above work who loses his or her regular scheduled day's work shall be paid not less than what his or her regular run calls for.

5.8 GARAGE CLERK'S POOL Employees temporarily assigned from the garage clerk's pool shall receive the first year rate of the garage clerk classification.

5.9 PLANT MAINTENANCE LABORERS Plant maintenance laborers called out and ordered to report for work as soon as possible shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate from the time the employee receives the call, but shall receive not less than the equivalent of three (3) hours of pay at straight time.

ARTICLE 6 – BLOCK RUNS, LOCAL 241

6.1 BLOCK RUNS – LOCAL 241 Notwithstanding any other provisions of the Agreement to the contrary, the Authority will be permitted to operate Block Runs as follows. The Authority and Local 241 agree that, with the exception of the grievance resolution committee established therein, which has been abolished, the provisions of the interest arbitration award dated November 12, 2003 relating to block runs remain in effect unless specifically changed by the provisions of this Article.

6.2 DEFINITION Block Runs will consist of forty (40) hours scheduled over four (4) days. Scheduled days off for Block Runs will consist of Saturday and Sunday off along with one (1) of the weekdays (Monday through Friday). At least twenty (20) percent of all Block Runs will be scheduled off on Monday and Friday, respectively.

The total number of Block Runs may be up to twenty (20) percent of all runs Monday through Saturday for computation purposes.

6.3 MINIMUM GUARANTEE An operator who picks (not extra board) a Block Run assignment will work the Block Run on four (4) days and will be guaranteed forty (40) hours pay for the Block Run assignment provided the operator is available and works the complete Block Run assignment. The Block Run will pay for time worked. There is no daily guarantee. Recalculation will be eliminated.

All extra board bus operators will have a guarantee of forty (40) hours over five days and shall have at least two (2) regularly scheduled days off per week. The two (2) scheduled days off for extra board operators will be fixed and not rotated, and any work performed on those days off shall not count toward the forty (40) hour guarantee. Pay for holidays not worked will apply in accumulating hours used in the computation of the forty

(40) hour weekly guarantee for bus operators working Block Runs on the extra list. For an operator on the extra board, any day lost through absence will be deducted as eight (8.0) hours from his or her five (5) day forty (40) hour weekly guarantee. Extra board operators working Block Runs reporting for work shall be held on call for two (2) consecutive hours. Holds will no longer be assigned. Designated extra board will be eliminated. There will be one (1) extra board.

6.4 OVERTIME All bus operators working Block Runs shall be paid at the rate of time and one-half (1-1/2) for all time worked over forty (40) hours in any calendar week. If an operator works overtime during a week in which the operator was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business) the operator will be paid at time and one-half (1-1/2) only for work performed in excess of forty (40) hours for the week.

6.5 SPREAD TIME Block Runs shall be completed within thirteen (13) hours from report time to finish time. There is no spread premium pay. Effective January 1, 2013, any employee required to work beyond thirteen (13) hours measured from the time the employee reports until the end of the employee's workday shall receive double time for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

6.6 REPORT TIME All bus operators working Block Runs shall be allowed fifteen (15) minutes when commencing the day's work and ten (10) minutes for a second pullout. Such time is for preparing themselves and their buses, making reports or performing such other duties as may be required by the Authority for the day's work.

6.7 MEAL RELIEF Bus operators working block runs shall be allowed a fall-back for meals of not less than thirty (30) minutes. Fall-backs shall be provided on all streets where terminal facilities permit. Where terminal facilities do not permit a fall-back on straight runs, operators shall be allowed a relief for meals of not more than one (1) hour and shall not be paid for the time they are so relieved from work, it being understood that Block Runs shall not be scheduled to work more than five and three-quarters (5-3/4) consecutive hours without a fall-back or relief for meals.

6.8 WORK AWAY FROM REGULAR STATIONS When a bus operator picking a Block Run reports to his or her regular station and is then required to report to a station at which he or she is not regularly employed, the employee shall be paid for time going to and returning from such other station.

6.9 CALCULATION OF DAYS WORKED FOR VACATION DAYS Bus operators (not extra board operators) picking Block Runs shall be credited with one and twenty-five hundredths (1.25) days for each day worked.

6.10 PAY FOR HOLIDAYS, VACATION DAYS, VACATION RANDOM DAYS AND CERTAIN OTHER DAYS OFF Full-time operators will be paid eight (8) hours per day taken for holidays, vacations, vacation random days ("VRDs"), funeral leave, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business. If a holiday occurs on a scheduled day off, the operator will be paid eight (8) hours at straight time pay and the holiday pay will not count as time worked. If the

operator works the holiday on his or her scheduled workday, the operator shall be paid eight (8) hours holiday pay plus the employee's straight time hourly rate for all time worked on that day. Employees who work holidays on a scheduled off day will be paid eight (8) hours holiday pay plus time and one-half for all time worked on that holiday. Holiday pay for a scheduled day off and holiday premium will not count as time worked.

6.11 ABSENCES If an operator (not extra board) is absent for any part of assignment due to sickness, failure to show up, missing, sniping off, trades, or other absences excluding paid holidays, the work missed will be deducted from forty (40) hour weekly guarantee or the scheduled weekly work hours, whichever is greater.

ARTICLE 7 – OTHER PAY PROVISIONS, RAIL SYSTEM, LOCAL 308

7.1 GENERAL

(a) MINIMUM GUARANTEE The working week of all Scheduled Transit Operations ("STO") employees within the bargaining unit of Local 308, which includes: rapid transit operators (full-time and part-time), motormen (full-time and part-time), conductors (full-time and part-time), work train operators, work train conductors, yard leaders, flagmen (full-time and part-time), ticket agents (full-time and part-time) and customer assistants (full-time and part-time), shall be forty (40) hours. An STO employee shall be eligible for a weekly minimum guarantee of forty (40) hours of pay under the following conditions:

i. If picked work, the employee must pick a minimum of thirty-eight and one-half (38.5) hours of work and perform all of this picked work to be eligible for a weekly forty (40) hour guarantee. This stipulation includes work as determined by platform and allowances only. Lunch and spread are excluded. If an employee does not pick a minimum of thirty-eight and one-half (38.5) hours, he or she will not be eligible for the forty (40) hour guarantee.

ii. All paid time will count toward the forty (40) hour weekly guarantee.

iii. If work is assigned under extra board procedures, an employee will receive the forty (40) hour weekly guarantee if the employee is available for all assignments and works as assigned on each of the five (5) specified work days.

iv. Whenever during a pick an employee cannot pick sufficient hours to allow him or her to work a minimum of thirty-eight and one-half (38.5) hours for the week, the pick will be stopped and all unpicked work will be filled from the extra board.

(b) OVERTIME

(1) STO Employees All time worked by an STO employee, in excess of forty (40) paid hours (excluding lunch, spread, holiday premium, and holiday pay for a scheduled day off) in any one (1) calendar week shall be paid at the rate of one and one-half (1-1/2) times the STO employee's straight time hourly rate. Weekly overtime shall not be duplicated.

All STO employees shall be paid at the rate of time and one-half (1-1/2) for all time worked over forty (40) hours in any calendar week. If an STO employee works overtime during a week in which the employee was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business), the STO employee will be paid at time and one-half (1-1/2) only for work performed in excess of forty (40) hours for the week.

(2) Non-STO Employees The working day of all Non-STO employees shall be eight (8) hours. All Non-STO employees shall be paid at the rate of time and one-half (1-1/2) for all time worked over eight (8) hours in any one day, and for all time worked over forty (40) hours in any calendar week, but daily and weekly overtime shall not be duplicated.

To qualify for weekly overtime, a Non-STO employee must have worked his or her five scheduled work days during the work week except if the employee is absent for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated.

Overtime compensation per hour for all salaried Non-STO employees, who are paid on a monthly, semi-monthly or bi-weekly basis, shall be computed by multiplying the monthly rate by twelve (12) and dividing the results by two thousand and eighty (2,080) (fifty-two (52) weeks times forty (40) hours) and multiplying the result by one and one-half (1-1/2).

Evening overtime for Non-STO employees performing office or clerical work shall not require two (2) unpaid meal periods in one day.

(c) SHOW-UP PAY The minimum pay for any employee reporting for a show-up shall be determined by the provisions of Attachment I, which is incorporated by reference herein.

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

(e) SNOW EQUIPMENT WORK An employee called out for snow work after 10:30 P.M., and before his or her next scheduled day's work begins, shall be paid for such work from the time he or she is called.

7.2 OPERATIONS EMPLOYEES

(a) RUNS AND TRICKS No runs or tricks will be scheduled for less than seven (7) hours of platform time.

All motor operator, conductor and operator work shall be built into regular runs scheduled for not less than seven (7) hours of platform time, exclusive of spread time allowance, except as modified by the provisions of Article 3.6 of this Agreement, concerning part-time employees.

Straight runs shall not contain more than eight and one-half (8-1/2) hours of platform work, excluding allowances and excluding lunch.

(b) INDIVIDUAL PIECES OF WORK All work not made up into full-time regular runs or tricks or short runs, such as scrub runs, trip work, special train work and extra work, shall pay for time actually worked, with a minimum three (3) hours of pay for each such individual piece of work.

Scrubs are allowed to be scheduled for rail service work, which will pay actual work time under seven (7) hours and will be worked by extra board personnel. Extra board personnel can work two (2) scrubs within a day's work as long as extra board procedures for assignments are followed. Flagging can be assigned in lieu of one (1) of these scheduled scrubs. The Authority may fill the remaining open work from the work books. There is no cap on scrubs. Effective the first pick in 2013, for employees who are assigned a scrub followed by a show-up, the show-up cannot exceed three (3) hours.

(c) SPREAD TIME Swing runs have an interval of two (2) hours between any two (2) pieces. There are no lunches on swing runs.

Swing runs or tricks requiring a longer spread than ten and one-half (10-1/2) hours shall pay premium of one-half (1/2) time for all time in excess of such ten and one-half (10-1/2) hours. This spread time allowance shall be paid in addition to all other straight time and overtime payments required by other provisions of this Agreement.

Swings will be allowed from 0400 hours until 2000 hours under the following restriction: no more than seven (7) percent of the swings can start before 0530 hours.

Not more than ten (10) percent of the total runs may contain three (3) pieces of work.

Swing runs shall not finish later than 8:00 P.M.

Swing runs or tricks shall be completed within thirteen (13) hours as elsewhere provided. Effective January 1, 2013, any employee required to work beyond thirteen (13) hours measured from the time the employee reports until the end of the employee's workday shall receive doubletime for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

(d) SUNDAY AND HOLIDAY MINIMUMS If an employee is required to report for work on a Sunday or New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, the employee's anniversary of birth and the employee's anniversary of employment, then the employee will receive pay based upon the hours actually worked, with a minimum three (3) hour guarantee.

(e) EXTRA LIST – TRAIN SERVICE Extra train service employees shall be assigned their work on a rotating basis. Extra train service employees, extra janitors and extra ticket agents shall be guaranteed a minimum of forty (40) hours of pay for five (5) days of work in each calendar week, provided they report for work five (5) days in that calendar week if so requested and fill all assignments. All extra train service

employees, extra janitors and extra ticket agents shall have two (2) regularly scheduled days off in each calendar week and any work performed by these employees on such days off shall not be considered in computing the minimum guarantee. Failure to report for work and fill an assignment when requested, except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or an elected or appointed Union official on Union business, on any one (1) of the five (5) days in the calendar week, exclusive of the regularly scheduled days off, shall break the forty (40) hour weekly guarantee. The provisions of this sub-section (e) shall not apply to part-time operators, who are covered under Article 3.6.III of this Agreement.

Holiday premium time and time for preparing accident reports shall not be used in computing the forty (40) hour weekly guarantee for extra train service employees, extra janitors and extra ticket agents.

Pay for holidays not worked shall apply in accumulating hours used in the computation for the forty (40) hour weekly guarantee for extra train service employees, extra janitors, and extra ticket agents.

Extra train service employees shall be paid back to their starting terminal. In computing time allowance when deadheading between the north side and south side divisions, one (1) hour deadhead time will be allowed instead of the actual time to the starting terminal. It is further understood that this applies only to the starting point on an assignment and that the assignment in the morning rush hour may be different from the assignment in the evening rush hour.

Extra train service employees marked up on schedule, if not given work, shall receive not less than three (3) hours of pay.

(f) WORKING TIME All pay time, exclusive of lunch, spread time, holiday premium, and holiday pay for a scheduled day off, shall be considered as working time and shall be included in the computation of weekly overtime. However, show-up time shall be absorbed into make-up time for the purposes of calculating weekly overtime.

(g) TURNING IN CELL PHONES Motor operators and operators will be granted an allowance of five (5) minutes for turning in CTA-issued cell phones each time they are required to do so. This allowance shall not be used in computing spread time.

(h) MEAL RELIEF AND RELAYS – TRAIN SERVICE A reasonable relay shall be provided between each trip except during the rush hours and under emergency conditions. All train service employees shall be given a meal relief of not less than thirty (30) minutes as schedules will permit. No such employees shall be scheduled to work more than five and one-half (5-1/2) consecutive hours without a relief for meals. Paid lunches will be of thirty (30) minute duration and there are no lunches on swing runs.

(i) TICKET AGENTS Ticket agents who are called out to report, if not given work, shall receive not less than three (3) hours of pay.

Ticket agents completing their work by turning in their daily report and receipts to the ticket agent replacing them shall be allowed five (5) minutes for preparing the daily report. This allowance shall not be used in connection with any spread time premium as provided elsewhere in this Agreement.

Ticket agents working straight tricks shall receive two (2) relief periods of ten (10) minutes each, plus transportation time when necessary. Ticket agents working at locations where one (1) relief period of twenty (20) minutes has been the prevailing practice shall continue to receive the same amount of time for a relief period and are not entitled to any additional time or relief period. This provision shall not apply to ticket agents working a midnight shift.

Ticket agents working during the Owl periods of service shall have one (1) twenty (20) minute relief period.

(j) CUSTOMER ASSISTANT AGREEMENT The Customer Assistant Agreement effectuated July 3, 1997, is incorporated herein as Attachment E. The Customer Assistant Representative Agreement is incorporated herein as Attachment M.

Notwithstanding any other provision of, or side letter, to this Agreement to the contrary, during weekday scheduled hours of 0600 until 0900 (Monday-Friday, no holidays), the following rail stations will have customer assistants in them regardless of the entry ridership levels:

• Red Line	13 stations	State Subway between North/Clybourn and Roosevelt Stations
• Blue Line	13 stations	Dearborn Subway between Division and Clinton Stations
• Elevated Lines-Loop Elevated Structure	8 stations	State/Lake, Randolph/Wabash, Madison/Wabash, Adams/Wabash, Library/State/Van Buren, LaSalle/Van Buren, Quincy/Wells, Washington/Wells

Nothing in this Agreement restricts the Authority from opening or closing other stations within any of the three (3) identified rail lines.

(k) EXTRA TRIPS - TRAIN SERVICE EMPLOYEES Train service employees working extra trips because relief failed to report for work or extra trips are required due to emergency conditions or other work is required to be performed, shall be paid the wage rate of the classification of work performed at the applicable overtime rate or the three (3) hour guarantee, whichever is greater, for the time of the extra trip.

(l) POOL PERSONNEL The following provisions shall prevail for employees assigned from the station clerk, supervisor or instructor pools.

(1) Employees temporarily assigned from the station clerk's pool shall receive the first year rate of the position in which they are working. This provision

shall not operate to reduce the pay rate of an employee below his or her present classified rate.

(2) Employees temporarily assigned from the supervisor's or instructor's pools shall receive an hourly rate of pay equivalent to the following:

(a) During their first year in the pool, the first year rate of Grade 6;

(b) During their second year in the pool, the second year rate of Grade 6;

(c) During their third and subsequent years in the pool, the third year rate of Grade 6.

7.3 MAINTENANCE EMPLOYEES

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

(b) EMPLOYEES CALLED OUT FOR WORK If an employee is called and ordered to report for work at a specific time prior to normal reporting time, the employee shall be paid at the rate of one and one-half times (1-1/2) his or her straight time hourly rate from the time the employee so reports, but shall receive not less than the equivalent of three (3) hours of pay at straight time.

If an employee is called and ordered to report for work as soon as possible, the employee shall be paid at the rate of one and one-half (1-1/2) times his or her straight time hourly rate from the time he or she receives the call but the employee shall receive not less than the equivalent of three (3) hours of pay at straight time.

Janitors who are called out to work, if not given work, shall receive not less than the equivalent of three (3) hours of pay at straight time.

Only in cases of emergency shall janitors be called after 11:00 P.M. if they are needed for work at a time earlier than their scheduled starting time.

(c) EMERGENCY CALLS Employees who are called out to work, if not given work, shall receive not less than the equivalent of three (3) hours of pay at straight time.

(d) TERMINAL COMBINATION CLERKS Employees temporarily assigned from the terminal combination clerk's pool shall receive the applicable first year rate of the terminal combination clerk classification.

ARTICLE 8 – BLOCK RUNS, LOCAL 308

8.1 BLOCK RUNS – LOCAL 308 Notwithstanding any other provisions of the Agreement to the contrary, the Authority will be permitted to operate Block Runs as follows:

8.2 DEFINITION Block Runs will consist of forty (40) hours scheduled over four (4) days with three (3) scheduled days off, consisting of at least twenty (20) percent off on Friday, Saturday and Sunday and at least twenty (20) percent off on Saturday, Sunday and Monday.

Twelve and one-half (12-1/2) percent of all runs Monday through Friday may be Block Runs.

8.3 MINIMUM GUARANTEE A motor operator, conductor and rapid transit operator who picks a Block Run assignment will work the Block Run on four (4) days and will be guaranteed forty (40) hours of pay for the Block Run assignment provided the motor operator, conductor or rapid transit operator is available for work and works the Block Run assignment. Block Runs will pay for time worked.

8.4 OVERTIME All motor operators, conductors and rapid transit operators working Block Runs shall be paid at the rate of time and one-half (1-1/2) for all time worked over forty (40) hours in any calendar week, but weekly overtime shall not be duplicated.

8.5 SPREAD TIME Block Runs shall be completed within thirteen (13) hours from report time to finish time. There is no spread premium pay. Effective January 1, 2013, any employee required to work beyond thirteen (13) hours measured from the time the employee reports until the end of the employee's workday shall receive double time for all time beyond thirteen (13) hours. There shall be no pyramiding of overtime.

8.6 MEAL RELIEF AND RELAYS A reasonable relay shall be provided between each trip except during the rush hours and under emergency conditions. All Block Run motor operators, rapid transit operators and conductors shall be given meal relief of not less than thirty (30) minutes as schedules will permit. No such employees shall be scheduled to work more than five and three-fourths (5-3/4) consecutive hours without a relief for meals.

8.7 CALCULATION OF DAYS WORKED FOR VACATION DAYS Block Run motor operators, rapid transit operators and conductors working Block Runs shall be credited with one and twenty-five hundredths (1.25) days worked; i.e., if the motor operator, rapid transit operator or conductor works four (4) days on a Block Run, said employee for vacation credit will be given five (5) days credit for vacation formula purposes.

8.8 PAY FOR HOLIDAYS, VACATION DAYS, VACATION RANDOM DAYS AND CERTAIN OTHER DAYS OFF Block Run motor operators, rapid transit operators and conductors who work Block Runs will be paid eight (8) hours per day taken for holidays, vacations, vacation random days, funeral leave, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business. If a holiday occurs on a scheduled day off, the holiday will be paid eight (8) hours at straight time pay and the holiday pay will not count as time worked. If an employee works the holiday on his or her scheduled workday, that employee shall be paid eight (8) hours holiday pay plus time and one-half (1-1/2) the employee's straight time hourly rate for all time worked

on that day. Holiday pay for a scheduled day off and the holiday premium will not count as time worked. 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.

8.9 CUSTOMER ASSISTANT WORK Customer Assistant work will not be blocked.

ARTICLE 9 – HOLIDAYS, BUS SYSTEM, LOCAL 241

9.1 (a) HOLIDAY PAY New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, or the days set aside for such holidays, and the day of the employee's anniversary of birth and the day of the employee's anniversary of employment will be paid holidays and any employee who does not work or is on vacation on said holidays will receive wages for eight (8) hours for each of said holidays not worked. Those employees who work holidays on a scheduled work day shall be paid at the employee's straight time hourly rate for all time worked on said holidays and the eight (8) hours of holiday pay. An employee who is entitled to a paid holiday and who is called out to perform work on a holiday shall receive both the holiday pay and pay at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for all time worked on that holiday, subject to the applicable minimum guarantees. 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.

The holiday guarantees shall not apply to any newly hired employees with less than ninety (90) days of continuous service.

Employees must have more than one (1) year of continuous service in order to be eligible for holiday pay on their anniversary of employment or anniversary of birth. The intent of this provision is that an employee would be eligible for a paid holiday for his or her birthday next succeeding completion of one (1) year of service and for the employee's second (and successive) anniversary dates of employment.

MARTIN LUTHER KING, JR. HOLIDAY In the event the Authority operates a holiday schedule on Martin Luther King, Jr. Day, such day shall be considered an additional paid holiday under the Agreement.

Unless and until the Authority operates a holiday schedule on Martin Luther King, Jr. Day and by reason of the foregoing provision it becomes a paid holiday under the Agreement, an additional floating holiday will be made available to each employee and will be considered to be in observance of Martin Luther King, Jr. Day.

This floating holiday will be picked prior to the start of the contract year in which it is to be taken in accordance with a provision to be established by the Authority.

VETERANS DAY HOLIDAY All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day operates.

In the event the Authority operates a holiday schedule on Veterans Day as established by the State of Illinois, then this personal leave day will cease to exist and Veterans Day shall then become a paid holiday under the Agreement.

DAY AFTER THANKSGIVING HOLIDAY All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day will operate.

In the event the Authority operates a holiday schedule on the day after Thanksgiving, then this personal leave day will cease to exist and the day after Thanksgiving shall then become a paid holiday under the Agreement.

When an employee, who is eligible for a paid holiday as set forth above, is absent from work because of illness or injury and is concurrently receiving wages under 7-Day Sick Plan, Accident and Sickness Insurance benefits or Workers' Compensation pursuant to the laws of the State of Illinois, the employee is entitled to holiday pay for applicable holidays, without diminution of his Accident and Sickness or Workers' Compensation benefits.

The eight (8) hours of holiday pay paid to an employee on a scheduled day off, on vacation or off due to illness or injury shall not be used in the computation of weekly overtime.

When a paid holiday coincides with another paid holiday or holidays, the employee shall be excused from work on the day or days immediately subsequent to the holiday and receive eight (8) hours of pay for each subsequent holiday or holidays. When the day or days immediately subsequent to the coincidental holiday is a scheduled day off, the employee shall receive eight (8) hours of pay for each such day. The eight (8) hours of time allowed for each holiday on a scheduled day off shall not be used in computing weekly overtime.

(b) If the Authority operates on a holiday schedule on any day other than Sunday or the standard holidays listed in the Agreement, employees will be paid holiday pay and paid for work on that day according to the same rules that apply to the standard paid holidays listed in Article 9.1 of the Agreement.

For the purpose of receiving holiday pay, "an employee" under this Article shall include an employee who, on the day before the holiday:

(1) was on, or placed on, layoff status because of lack of work (subject to Article 9.1 (c)); or

(2) was on a leave of absence approved by the Authority; or

(3) was on, or placed on, a disciplinary suspension (subject to Article 9.1 (c)); or

(4) had been absent from work for a period not exceeding twenty-six (26) consecutive weeks because of an illness or injury.

(c) In the case of an employee on layoff because of lack of work or on a disciplinary suspension, if the holiday falls within ten (10) days following the layoff or suspension and the employee is recalled or returns to work during the same ten (10) day period, the employee shall receive, in the week in which he returns to work, an extra day's pay for such holiday. The amount received shall not be considered as hours worked for overtime purposes. If such employee is not recalled or does not return to work within the ten (10) day period, the employee is not entitled to the holiday pay.

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

9.2 ANNIVERSARY OPTION – MONTHLY SALARIED PERSONNEL Monthly salaried employees may elect to exercise an option when the employee's anniversary of birth or anniversary of employment occurs, in the following manner:

(a) Should the employee's anniversary of birth or anniversary of employment occur on a scheduled work day, the employee may change the date of the holiday to the work day immediately preceding or immediately subsequent to his or her previous or next regular days off and be excused from work and receive eight (8) hours of pay.

(b) Should the employee's anniversary of birth or anniversary of employment occur on a scheduled day off or during a selected vacation period, the employee may change the date of the holiday to the work day preceding or work day subsequent to his or her previous or next regular days off and be excused from work and receive eight (8) hours of pay. However, as an alternative to work day off, the employee may elect to receive eight (8) hours of pay for the holiday. Should the employee elect to receive the additional eight (8) hours of pay for the holiday, it shall not be used in computing weekly overtime.

(c) Should the employee's anniversary of birth or anniversary of employment occur during a period the employee is off work due to an injury or illness and the employee has less than one (1) year of service and is not receiving a salary, the employee shall receive eight (8) hours of pay. Should the employee have one (1) year or more of service and be receiving a salary, the employee will not be eligible to receive an additional day off unless the anniversary of birth or anniversary of employment occurs on a scheduled day off, in which case the employee will receive an additional eight (8) hours of holiday pay. In the latter case, the eight (8) hours of pay shall not be used in computing weekly overtime.

Should one (1) or more holidays coincide, each such coincidental holiday shall be treated separately.

An employee must make arrangements with his supervisor in order to exercise his or her option a minimum of fourteen (14) calendar days preceding the holiday. The Authority shall determine the number of employees that can be excused on any one (1) work day.

9.3 ANNIVERSARY OPTION All personnel will have the option to work on their anniversaries of birth and employment at straight time plus eight (8) hours of holiday pay.

An employee in the Maintenance Areas of the Authority will have the option to take his or her anniversary of birth and employment as a floating holiday, subject to the following conditions: (1) any request to exercise the option must be made with the supervisor no less than thirty (30) calendar days prior to his or her anniversary of birth and employment, (2) supervisory approval is required before the option may be exercised, and (3) if the employee works on the anniversary of either his or her birth or employment and elects to take a floater only straight time will be paid.

ARTICLE 10 - HOLIDAYS, RAIL SYSTEM, LOCAL 308

10.1 HOLIDAY PAY New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, or the days set aside for such holidays, and the day of the employee's anniversary of birth and the day of the employee's anniversary of employment will be paid holidays and any employee who does not work or is on vacation on said holidays will receive wages for eight (8) hours for each of said holidays not worked. Those employees who work holidays on a scheduled work day shall be paid the employee's straight time hourly rate for all time worked on said holiday and the eight hours of holiday pay. 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.

The holiday guarantees shall not apply to any newly hired employees with less than ninety (90) days of continuous service.

Employees must have more than one (1) year of continuous service in order to be eligible for holiday pay on their anniversary of employment or anniversary of birth. The intent of this provision is that an employee would be eligible for a paid holiday for his or her birthday next succeeding completion of one (1) year of service and for the employee's second (and successive) anniversary dates of employment.

MARTIN LUTHER KING, JR. HOLIDAY In the event the Authority operates a holiday schedule on Martin Luther King, Jr. Day, such day shall be considered an additional paid holiday under the Agreement.

Unless and until the Authority operates a holiday schedule on Martin Luther King, Jr. Day and by reason of the foregoing provision it becomes a paid holiday under the Agreement, an additional floating holiday will be made available to each employee and will be considered to be in observance of Martin Luther King, Jr. Day.

This floating holiday will be picked prior to the start of the contract year in which it is to be taken in accordance with a provision to be established by the Authority.

VETERANS DAY HOLIDAY All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day operates.

In the event the Authority operates a holiday schedule on Veterans Day as established by the State of Illinois, then this personal leave day will cease to exist and Veterans Day shall then become a paid holiday under the Agreement.

DAY AFTER THANKSGIVING HOLIDAY All employees who have more than one (1) year of continuous service with the Authority will be eligible for a paid personal leave day of eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal leave day will operate.

In the event the Authority operates a holiday schedule on the day after Thanksgiving, then this personal leave day will cease to exist and the day after Thanksgiving shall then become a paid holiday under the Agreement.

An employee who works on said holiday will be paid in the following manner:

(a) OPERATIONS AREAS One and one-half (1-1/2) times the employee's straight time regularly classified rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled day off; the employee's straight time hourly rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled work day.

(b) RAIL MAINTENANCE One and one-half (1-1/2) times the employee's straight time regularly classified rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled day off; the employee's straight time hourly rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled work day.

(c) SYSTEM MAINTENANCE One and one-half (1-1/2) times the employee's straight time regularly classified rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled day off; the employee's straight time hourly rate for all time worked, plus eight (8) hours of holiday pay, on a scheduled work day.

(d) NON-STO EMPLOYEES ONLY When a holiday falls on an active hourly rated employee's scheduled day off or during the vacation period, the employee may elect to receive eight (8) hours of pay for the holiday at his or her regularly classified rate or stipulate a work date off with eight (8) hours of pay at this regularly classified rate within a period of thirty (30) days preceding or sixty (60) days subsequent to such holiday, to be mutually agreed upon. In order to exercise this option, an employee must notify the Authority a minimum of three (3) days prior to the day the holiday occurs. This provision also applies when a holiday coincides with one (1) of the other paid holidays. Employees shall not have the right to exercise an option for the Easter Sunday holiday.

When a holiday falls on an active monthly rated employee's scheduled day off or during the vacation period, the employee will stipulate a work date off with eight (8) hours of pay at the regularly classified rate within a period of thirty (30) days preceding or sixty (60) days subsequent to such holiday, to be mutually agreed upon. This provision also

applies when a holiday coincides with one (1) of the other paid holidays. Employees shall not have the right to exercise an option for the Easter Sunday holiday.

10.2 HOLIDAY SCHEDULES

(a) If the Authority operates on a holiday schedule on any day other than Sunday or the standard holidays listed in the Agreement, employees will be paid holiday pay and paid for work on that day according to the same rules that apply to the standard paid holidays listed in Article 10.1 of the Agreement.

(b) For the purpose of receiving holiday pay, an "active employee" under this Article shall include an employee who, on the day before the holiday:

(1) was on, or placed on, layoff status because of lack of work (subject to Article 10.2 (c)); or

(2) was on a leave of absence approved by the Authority; or

(3) was on, or placed on, a disciplinary suspension (subject to Article 10.2 (c)); or

(4) had been absent from work for a period not exceeding twenty-six (26) consecutive weeks because of an illness or injury.

(c) In the case of an employee on layoff because of lack of work or on a disciplinary suspension, if the holiday falls within ten (10) days following the layoff or suspension and the employee is recalled or returns to work during the same ten (10) day period, the employee shall receive, in the week in which he or she returns to work, an extra day's pay for such holiday. The amount received shall not be considered as hours worked for overtime purposes. If such employee is not recalled or does not return to work within the ten (10) day period, the employee is not entitled to the holiday pay.

10.3 ANNIVERSARY OPTION All personnel will have the option to work on their anniversaries of birth and employment at straight time plus eight (8) hours of holiday pay.

An employee in the Maintenance Areas will have the option to take the anniversary of birth and employment as a floating holiday, subject to the following conditions: (1) any request to exercise the option must be made with the supervisor no less than thirty (30) calendar days prior to the anniversary of birth and employment, (2) supervisory approval is required before the option may be exercised, and (3) if the employee works on the anniversary of either birth or employment and elects to take a floater only straight time will be paid.

ARTICLE 11 – VACATIONS

11.1 VACATION PLAN YEAR REQUIREMENT Years of continuous service, used in determining the vacation allowance an employee is to receive, in accordance with past practice, means full years of service from June 1st of one (1) year to May 31st of the

next year, which for convenience will herein be referred to as a vacation plan year ("VPY").

11.2 GENERAL Each employee covered by this Agreement shall receive a paid vacation in accordance with the provisions of this Article, provided the employee meets the service and eligibility requirements herein set forth. Vacations shall be picked within each departmental unit in accordance with district seniority. Such picks must be completed no later than April 15th.

Arrangements for vacation must be made with regard to the necessity of continuous working conditions in order that, in the judgment of the Authority, a sufficient number of employees will be available at all times to cover the various classes of work.

Vacations may not be made cumulative from year to year. Except as provided below, vacations may not be waived. An employee entitled to more than three (3) weeks of vacation shall have the right to advise the Authority in writing at least forty-five (45) days prior to the date on which the vacation selection process is scheduled to begin that the employee elects to receive pay and not take time off (in weekly increments) for all or a portion of vacation earned in excess of three (3) weeks. If an employee so elects, the vacation pay for the vacation week or weeks the employee opts to work shall be paid to the employee the first full pay day after June 1st of the vacation plan year.

Emergency vacation will be granted when an employee provides persuasive evidence that a bona fide emergency warrants such vacation and the employee is entitled to vacation time.

An employee desiring a change in a scheduled day off may make such request in writing to the Authority stating the reason for the request and the alternate day off desired. The granting of such request is subject to the approval of the Authority.

11.3 CONTINUOUS SERVICE BREAKS For the purpose of determining eligibility for the vacation allowance, continuous service will be interpreted to include a break, or breaks, in service aggregating not more than three (3) years, provided such break, or breaks, in service was the result of a layoff, or layoffs, initiated by the management and provided further that the employee returned to work when called. If an employee's continuous service record includes such a break, or breaks, in service, which, in the aggregate exceeds three (3) years, the employee may still qualify for three (3) weeks, four (4) weeks, five (5) weeks or six (6) weeks of vacation, provided the employee's continuous service less any broken service, as above defined, in excess of three (3) years, equals or exceeds five (5) years, ten (10) years, twenty (20) years or thirty (30) years as the case may be.

11.4 200 DAY REQUIREMENT To receive the established normal vacation allowance an employee must have worked at least two hundred (200) days during the preceding calendar year. If the employee worked less than two hundred (200) days during the calendar year, the employee will receive only a pro-rated vacation allowance. In determining the two hundred (200) working day requirement for vacation eligibility, not

more than thirty (30) working days' absence because of certified illness or off-duty injury shall be included as days worked.

Employees who are sick for thirty (30) or more consecutive work days will be credited with such work days actually sick, provided the employee worked during the calendar year.

Employees injured on duty will be allowed full credit for days lost in determining the two hundred (200) day working requirement for vacation eligibility, provided that the employee worked during the calendar year.

An employee's vacation time, including the use of VRD days, shall be used in calculating the 200-day requirement.

For the purpose of determining whether the two hundred (200) day work requirement has been met, the Authority will count the days worked during the calendar year preceding the VPY.

11.5 PAY BASIS The employee's classified rate of pay at the time the employee received his or her vacation will be used in computing his or her vacation pay allowance.

11.6 VACATION FORMULA Each employee in the continuous service of the Authority as of June 1st will receive a paid vacation during the VPY in accordance with the following schedule, provided the employee has worked at least two hundred (200) days during the previous calendar year.

Years of Continuous Service	Vacation Allowance	Vacation Pay
1 year but less than 2 years	7 consecutive days	40 hours
2 years or more but less than 5 years	14 consecutive days	80 hours
5 years or more but less than 10 years	21 consecutive days	120 hours
10 years or more but less than 20 years	28 consecutive days	160 hours
20 years or more but less than 30 years	35 consecutive days	200 hours
30 years or more	42 consecutive days	240 hours

11.7 PRO-RATED FORMULA Employees in the continuous service of the Authority as of June 1st, but who have not worked at least two hundred (200) days during the previous calendar year, will receive a paid vacation pro-rated on the number of days actually worked in accordance with the following schedules.

Schedule A: Pro-rated schedule for employees having less than one (1) year of service and for employees having one (1) year of service but less than two (2) years of service

Employees having less than one (1) year of service with minimum calendar days in service	Days worked	Vacation Allowance in working days with eight (8) hours pay per day
	0 to less than 40	0
73	40 to less than 80	1
146	80 to less than 120	2
219	120 to less than 160	3
292	160 to less than 200	4
365	200 plus	5

Schedule B: Pro-rated schedule for employees having two (2) years or more but less than five (5) years of continuous service

Days worked	Vacation Allowance in working days with eight (8) hours pay per day
0 to less than 20	0
20 to less than 40	1
40 to less than 60	2
60 to less than 80	3
80 to less than 100	4
100 to less than 120	5
120 to less than 140	6
140 to less than 160	7
160 to less than 180	8
180 to less than 200	9
200 plus	10

Schedule C: Pro-rated schedule for employees having five (5) years or more but less than ten (10) years of continuous service

Days worked	Vacation Allowance in working days with eight (8) hours pay per day
0 to less than 13	0
13 to less than 27	1
27 to less than 40	2
40 to less than 53	3
53 to less than 67	4
67 to less than 80	5
80 to less than 93	6
93 to less than 107	7
107 to less than 120	8
120 to less than 134	9
134 to less than 147	10
147 to less than 161	11
161 to less than 174	12
174 to less than 187	13
187 to less than 200	14
200 plus	15

Schedule D: Pro-rated schedule for employees having ten (10) years or more but less than twenty (20) years of continuous service

Days worked	Vacation Allowance in working days with eight (8) hours pay per day
0 to less than 10	0
10 to less than 20	1
20 to less than 30	2
30 to less than 40	3
40 to less than 50	4
50 to less than 60	5
60 to less than 70	6
70 to less than 80	7
80 to less than 90	8
90 to less than 100	9
100 to less than 110	10
110 to less than 120	11
120 to less than 130	12
130 to less than 140	13
140 to less than 150	14
150 to less than 160	15
160 to less than 170	16
170 to less than 180	17
180 to less than 190	18
190 to less than 200	19
200 plus	20

Schedule E: Pro-rated schedule for employees having twenty (20) years or more but less than thirty (30) years of continuous service

Days worked	Vacation Allowance in working days with eight (8) hours pay per day
0 to less than 8	0
8 to less than 16	1
16 to less than 24	2
24 to less than 32	3
32 to less than 40	4
40 to less than 48	5
48 to less than 56	6
56 to less than 64	7
64 to less than 72	8
72 to less than 80	9
80 to less than 88	10
88 to less than 96	11
96 to less than 104	12
104 to less than 112	13
112 to less than 120	14
120 to less than 128	15
128 to less than 136	16
136 to less than 144	17
144 to less than 152	18
152 to less than 160	19
160 to less than 168	20
168 to less than 176	21
176 to less than 184	22
184 to less than 192	23
192 to less than 200	24
200 plus	25

Schedule F: Pro-rated schedule for employees having thirty (30) years or more of continuous service

Days worked	Vacation Allowance in working days with eight (8) hours pay per day
0 to less than 7	0
7 to less than 14	1
14 to less than 20	2
20 to less than 27	3
27 to less than 34	4
34 to less than 40	5
40 to less than 47	6
47 to less than 54	7
54 to less than 60	8
60 to less than 67	9
67 to less than 74	10
74 to less than 80	11
80 to less than 87	12
87 to less than 94	13
94 to less than 100	14
100 to less than 107	15
107 to less than 114	16
114 to less than 120	17
120 to less than 127	18
127 to less than 134	19
134 to less than 140	20
140 to less than 147	21
147 to less than 154	22
154 to less than 160	23
160 to less than 167	24
167 to less than 174	25
174 to less than 180	26
180 to less than 187	27
187 to less than 194	28
194 to less than 200	29
200 plus	30

11.8 VACATION PAY ADVANCE Employees who select three (3) or more consecutive weeks of vacation shall be entitled to receive vacation pay prior to the start of their vacation, provided the employee requests in writing such payment at least thirty (30) days prior to the start of the vacation.

11.9 ALLOWANCE IN LIEU OF EARNED VACATION - TERMINATION OF EMPLOYMENT OR SICKNESS In the event an employee leaves the service of the Authority before receiving all vacation allowances, the employee shall be paid all vacation allowances, including any pro-rated portion, based on the number of days actually worked during the current calendar year; however, an employee discharged for cause shall be ineligible for any pro-rata vacation allowance. This provision for the payment of the vacation allowance shall also apply to an employee who is eligible for a vacation, but becomes sick and cannot take the vacation when it is scheduled to be taken. However, no vacation pay allowance will be paid to an employee while said employee is receiving any form of sick benefit, except when the vacation period in question coincides with the last one (1), two (2), three (3), four (4), five (5) or six (6), as the case may be, weeks in the VPY available to the employee for vacation purposes, but this provision shall not operate to deprive any employee of the right to an earned vacation during the VPY after sick benefits cease.

11.10 ALLOWANCE IN LIEU OF EARNED VACATION - DEATH In case of the death of an employee, who was eligible to receive a vacation, as above defined, but who did not receive this vacation prior to his death, the vacation allowance shall be paid to the heirs, executors or administrators of the deceased employee.

11.11 PRO-RATED ALLOWANCE - MILITARY SERVICE, RETIREMENT OR DEATH Vacation pay allowances for employees who enter the military service of the United States or who return to the Authority after such military service or who retire or become deceased during the VPY will be paid pro-rated on the number of days actually worked during the current calendar year in accordance with the schedules set forth. Notwithstanding anything to the contrary, the parties have agreed to interpret this provision consistent with USERRA.

11.12 NON-CONSECUTIVE VACATION DAYS Employees who are eligible to pick three (3) or more complete weeks of vacation will be allowed to select one (1) week, five (5) days, of non-consecutive vacation days. Employees who are eligible for four (4) or more complete weeks of vacation will be allowed to select two (2) weeks, ten (10) days, of non-consecutive vacation days, hereinafter referred to as vacation random days ("VRDs"). Such days will not be made cumulative from year to year.

(a) The Authority will establish quotas in accordance with manpower availability as to how many individuals may be off at any time on vacations, random days, and or floating holidays.

(b) Employees may opt to select one (1) or two (2) weeks in the VRD program at the time of the regular vacation pick. Random days may be selected at a later time on a first come, first served basis. Permission for VRDs will be granted by superintendents,

managers, foremen, unit supervisors or supervisors within the employee's specific work unit and dependent on manpower constraints and controls.

(c) Operations – VRDs may be selected from five (5) to thirty (30) days prior to the day selected; however, a VRD may be granted up to reporting time on the day requested.

Maintenance – A three (3) day prior notice must be given, except where permission is granted by the foreman.

(d) When an employee opts to participate in the VRD program and gives up the weeks of scheduled vacation, the employee is not allowed to withdraw from the program for that vacation plan year.

(e) Under no circumstances will the employee have a right to demand a VRD.

(f) Requests for VRDs will be given preference over requests for requested days off ("RDOs") or random time off ("RTOs"), except that the Authority may permit RDOs for emergencies. An employee who takes an RDO or RTO will have the option for such day to be charged against any remaining VRDs or floating holidays.

(g) In Maintenance only, requests for time off not charged to VRDs or floating holidays may be considered as absenteeism.

(h) VRDs must be taken during the vacation plan year in which they are selected (June 1 through May 31).

ARTICLE 12 – OTHER WORKING CONDITIONS, GENERAL

12.1 WASH AND DRESS TIME

(a) BUS MAINTENANCE Garage division or shop division employees shall be allowed ten (10) minutes with pay to wash and dress immediately prior to the completion of the day's work.

(b) RAIL MAINTENANCE Inspection terminal shop employees shall be allowed ten (10) minutes for wash time and filing reports at the end of a daily trick.

12.2 LEAVE OF ABSENCE All employees shall be entitled to a leave of absence for good cause.

12.3 ACCIDENTS The Authority shall defend and save harmless any employee or the employee's estate, sued on account of any accident occurring in and arising out of the course of said employee's employment with the Authority, provided that said employee shall cooperate with the Authority and, upon the Authority's request, shall attend hearings and trials and shall do whatever is properly required to protect and defend the rights and property of the Authority and said employee.

12.4 UNION-MANAGEMENT COMMITTEES

(a) A union-management committee consisting of eight (8) individuals, four (4) representatives appointed by Local 241 and Local 308 in total and four (4) representatives appointed by the Authority, with full right of substitution, will meet and confer on issues of mutual concern, including but not limited to innovative work practices, such as self-directed work units, safety and security issues, child care facilities, providing insurance to cover the cost of replacing lost or theft of radios, transfer cards and refund cards and establishing a service award program and pilot programs. The committee may also discuss matters of mutual concern except for grievances and negotiating changes to this Agreement.

(b) Local 241 and Local 308 may each place a representative on the committee which administers the Authority's Welfare Fund. Said representatives shall have input but no right to vote on any decision.

(c) The Authority and Local 241 agree to establish a joint union-management committee to study the feasibility of establishing a procedure to categorize and review safety rule violations into a chargeable/non-chargeable system for violations related to personal injury within the bus maintenance areas.

(d) The Authority and Local 308 agree to establish a joint union-management committee to study the feasibility of establishing a procedure to categorize and review safety rule violations into a chargeable/non-chargeable system for violations related to personal injury within the rail maintenance areas.

(e) A union-management committee will meet and confer on issues concerning the past practice provisions of the CTA-ATU Wage and Working Conditions Agreement.

(f) The CTA is committed to the establishment of a Stress Management Program and will work with the Unions on the design of such a program and a date for its implementation.

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

(h) A union-management committee of six (6) representatives from the Authority, three (3) representatives from Local 241, and three (3) representatives from Local 308 shall be created to study non-posted transfers as proposed by the Union and Area 605 and Area 629 issues. This committee shall also study CTA's proposed changes to Section 12.1 of the Retirement Plan for Chicago Transit Authority Employees concerning the Social Security definition of disability.

(i) A union-management committee of representatives from the Authority and Local 241 will develop a two (2) garage pilot program designed at reducing absenteeism by allowing any full-time employee to recruit a part-time employee to work for the full-time employee to allow said employee to take a VRD (over the normal required number allowed) or to take a RDO. The part-time employee who accepts this assignment would be paid at straight time and this time would be over and above the weekly maximum

allowed. Both employees would have to acknowledge their willingness to the Authority. The Authority will authorize the trade by close of the next business day (Monday through Friday). A part-time employee would be allowed to accept only one (1) such assignment per week. The current practice regarding VRD's shall be retained. The program may be expanded, modified or stopped at the mutual agreement of the parties.

(j) A union-management committee of representatives from the Authority and Local 308 shall develop a two (2) terminal pilot program designed to reduce absenteeism by requiring any employee who wants to trade assignments to identify a qualified employee who would be willing to trade work assignments within the same work week (Sunday through Saturday). Both employees would have to acknowledge their willingness to trade to management. The Authority will authorize this trade by close of the next business day (Monday through Friday). The program may be expanded, modified or stopped at the mutual agreement of the parties.

(k) The CTA and Local 241 will establish a committee to discuss and implement the procedure for and use of the AVAS Program.

(l) The CTA and Local 308 agree to create a committee to review and update the Sole Agreement for the purpose of eliminating antiquated language. The committee shall meet and confer within ninety (90) days of the execution of this Agreement and any agreed changes shall be considered a part of this Agreement.

(m) The CTA and Local 308 agree to create a safety committee which will make nonbinding recommendations. The CTA agrees to re-issue SOP 7011 after Local 308 and CTA confer regarding additional language regarding safety.

(n) The CTA and Local 308 agree to meet to update the language of the Agreement to eliminate obsolete language, including references to obsolete job titles.

12.5 MUTUAL COOPERATION The Authority and Local 241 and Local 308 recognize the need for adequate police protection for passengers and employees. Therefore, in an effort to further upgrade the level of protection available on the bus and rail lines of the Authority, the parties agree that a joint effort should be made to petition all appropriate branches of government for such protection.

12.6 UNJUST CHARGES The Authority agrees that any employee who, upon investigation, is found to have been discharged or suspended unjustly shall be reinstated and reimbursed for all time lost from such discharge or suspension. When a performance control specialist ("spotter" or "PCS") reports a violation on the part of any employee, a notice to report shall be posted as soon as feasible, but no later than five (5) business days after the date of the alleged violation. Such notice will indicate the time and date of the posting. On reporting, the employee will be told the nature of the violation and the time of its occurrence and will be afforded an opportunity to respond in writing within forty-eight (48) hours.

In the event the violation results in a suspension or discharge which is grieved, the Union shall have the right to require the presence of the PCS observer at proceedings at the Employee Relations level by a request in writing to the Employee Relations

Department, provided, however, that the Authority may take reasonable steps to insure no employee shall be able to identify the PCS. However, one (1) Union representative, upon request, may interview the PCS at the Employee Relations level of the Grievance Procedure.

Performance control specialists shall report all observed violations which are not in conflict with instructions or supervision, and appropriate disciplinary action may be taken, provided all other elements of just cause are present.

12.7 LOCAL OFFICERS The Authority agrees that the officers of Local 241 and Local 308 shall be granted leave of absence on organization business, when so requested. It further agrees that any member of Local 241 or Local 308 who now holds office or is employed there, or shall be elected to an office or employed in Local 241 and Local 308, which requires his or her absence from the Authority's employ, shall, upon retirement from said office, be placed in his or her former position.

The Union will provide the Authority with a list of elected officers authorized to represent bargaining unit members and the specific work locations to which the authorized Union officers will require access. Any Union official not so identified will be denied access to Authority facilities.

12.8 LAYOFFS In all cases where employees are laid off to reduce the force, they shall be laid off according to seniority, and when they are put back on, they shall be reinstated according to his or her seniority standing at the time he or she was laid off.

During the term of this Agreement, there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, 2010 had one (1) or more years of continuous service.

12.8A BUMPING. 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 of 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 JSNs listed in Attachment P Exhibit C-1 facing layoff having greater Company-wide seniority may bump an employee with less Company-wide seniority in the jobs listed in Attachment P 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 Attachment P Exhibit C-2.)

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

12.9 PAST RECORDS Any charge of alleged rule violations must be in writing and given to the employee before it is placed in his or her personnel file. Past records of employees shall not be considered for disciplinary purposes if pre-dated more than one (1) year, except in cases of rule violations involving safety, which may be considered unless they are pre-dated more than two (2) years, and in the case of rule violations involving alcohol, controlled substances or drugs, which may be considered unless they are pre-dated more than three (3) years.

12.10 SUSPENSIONS Prior to the suspension of an employee, the supervisor shall discuss the case with a Union representative at the work location if the Union representative is available and if requested by the employee. In the event a Union representative is requested by the employee and is not immediately available and immediate suspension is not required by the nature of the charge, the suspension will be delayed until the matter can be discussed with a Union representative. However, in no event does the Authority have to delay the suspension more than twenty-four (24) hours.

12.11 COMPLAINTS Anonymous complaints shall not be entered on an employee's record. An employee may be required to see his or her manager with respect to such complaints.

When the Authority disciplines an employee based upon the complaint of a person not in the employ of the Authority, and the employee grieves, the Authority shall secure the agreement of the complainant to be a witness against the employee in any subsequent litigation before the Authority denies said grievance at the Employee

Relations step of the grievance procedure. Where the complainant refuses to be a witness, the Authority shall void the discipline.

12.12 EQUAL EMPLOYMENT OPPORTUNITY There shall be no discrimination in hiring, promotions, or other aspects of employment because of race, color, creed, national origin, age or sex.

12.13 RIDING PRIVILEGES All active employees, including those on leave of absence for less than thirty (30) days, and all retirees shall be provided with a riding pass which will provide free transportation on all lines operated by the Authority.

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

12.15 BUS SERVICE SUPERVISORS The Authority agrees to limit work locations to two (2). However, in cases of special events, charters and emergencies, the supervisors may be sent to the area of emergency.

12.16 DRUG AND ALCOHOL TESTING The parties agree to be bound by the terms contained in the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees (Effective January 2018, as revised October 2018) and the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees (Effective January 2018, as revised October 2018) which are two (2) documents jointly designated as Attachment G and are incorporated by reference herein.

12.17 EMERGENCY MEDICAL ATTENTION An employee will not be required to fill out a report prior to receiving emergency medical attention. Waivers that are to be signed prior to taking tests are not reports.

12.18 AWOL No employee shall be considered AWOL until the end of the employee's work shift. This work rule shall be effective the same as any other work rule.

12.19 CONTROLLER If an operator is being disciplined by a manager or superintendent for an alleged infraction that the operator claims resulted from a controller's directive, the manager or superintendent will contact the controller to verify the operator's statement.

In responding to operational questions or in giving instructions, the controller will routinely provide the employee identifying number.

12.20 EQUIPMENT DEFECT REPORTS The Authority will provide a carbon type receipt for report of defects of equipment.

12.21 AREA 605 An agreement between the parties concerning transfer of employees to Area 605 is attached hereto as Attachment D and is incorporated by reference herein.

12.22 STOLEN PROPERTY An employee shall not be required to pay for CTA issued equipment or property if said equipment or property is stolen from the employee while the employee is on duty and a police report, if required by the CTA, is filed unless it is shown the employee was negligent.

12.23 BENEFIT RETENTION Any employee with five (5) years of service or more who is unable to perform his regular duty due to an occupational injury shall not lose any benefits of full-time employees when accepting any other job, light duty or otherwise. However, the wage rate and rate of pay of applicable benefits, e.g., vacation, holiday, will be the established rate of the second job. The above does not supersede the provisions of the full-time temporary currency processor agreements.

Any employee with ten (10) or more years of service who is unable to perform his or her regular duties due to a non-occupational injury or sickness shall not lose any benefits of full-time employees when accepting any other job, light duty or otherwise. However, the wage rate and rate of pay of applicable benefits, e.g., vacation, holidays, will be the established rate of the second job. The above does not supersede the provisions of the full-time temporary currency processor agreements.

12.24 ACCIDENT INSPECTION In the case of an accident or incident which is likely to result in charges against an employee, the Authority will make reasonable arrangements to provide a representative of the Union an opportunity to inspect the equipment or facilities involved.

The Authority's right to proceed with disciplinary action against the employee on the basis of charges arising from the accident or incident is in no way affected by the inspection process.

12.25 THIRTY DAY TRIAL PERIOD The Authority has the right to return a bargaining unit employee to his or her former position within thirty (30) days after the employee has moved to a new position. Similarly, an employee in the unit who has moved to a new position may elect to return to his or her former position within thirty (30) days after the move. An employee exercising this right will not be allowed to bid again for the same position within one (1) year after returning to his or her former position.

12.26 DRIVERS LICENSE Driving while under the influence of alcohol, other drug or combination thereof and other multiple serious moving violations that result in suspension/cancellation/disqualification involving drivers license, excluding revocation.

The Authority and Local 241 and Local 308 agree that no employee of the Authority may operate a public transit vehicle and or any other vehicle owned or controlled by the Authority without a valid drivers license. If any employee should receive notice from any competent authority that he or she shall lose his or her driving privileges through a suspension/revocation/cancellation/disqualification action involving the employee's drivers license, the employee must immediately report said notice to his or her supervisor when the employee next reports to duty or before the end of the business day following the day the employee received notice, whichever is earlier. This reporting requirement must be followed regardless of whether the reason for the

suspension/revocation/cancellation/disqualification took place on duty or off duty. An employee who does not have a valid drivers license because of a suspension/cancellation/disqualification, excluding revocation, shall be given up to one hundred and eighty (180) consecutive calendar days from the effective date of said action to obtain full reinstatement of his or her driving privileges provided the employee has volunteered this information to the Authority. It is the employee's responsibility immediately to notify the Authority of any suspension/revocation/cancellation/ disqualification. Each employee must immediately seek reinstatement of his or her driving privileges from the Secretary of State. The Authority shall assign the employee to a non-operating position during the one hundred and eighty (180) consecutive calendar days and said employee shall be paid at the hourly rate of the position. The Authority shall determine the position to which the employee shall be assigned. If an employee does not obtain full reinstatement of his or her driving privileges within the one hundred and eighty (180) consecutive calendar day period, that employee may be administratively separated.

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

Upon expiration of a suspension/cancellation/disqualification, if the employee is required to take a test administered by the Secretary of State for reinstatement of the employee's driving privileges, the employee shall be given a reasonable length of time to take the test not to exceed two (2) business days. Employees whose driving privileges have been revoked shall be administratively separated from the Authority.

If the Authority ascertains that the employee does not have a valid license, other than through the employee's voluntarily providing that information, the employee may be administratively separated. The opportunity to fully reinstate the employee's driving privileges under this one hundred and eighty (180) consecutive calendar day provision is available to an eligible employee only once.

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

12.27 VEHICLE ACCIDENT GUIDELINES - LOCAL 308 The Vehicle Accident Guidelines are part of this Agreement in all respects and for all purposes, including future proposals for revision of the Guidelines and in negotiations or arbitration of proposed revisions. The Vehicle Accident Guidelines are incorporated herein as Attachment J.

12.28 POOL CLERKS The following provisions pertain to pool clerks:

(a) A pool clerk's seniority as a clerk shall commence on the day that he or she is appointed as a clerk.

(b) All pool clerk appointments shall be made by seniority.

(c) Management shall issue a pool clerk list at each garage/terminal and to the Union.

(d) No pool clerk shall be permitted to work in excess of five (5) days during a workweek.

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

12.29 POSTING OF OPEN POSITIONS All job openings in the JSN's listed in Attachment P Exhibit C-1 shall be posted for bid by employees working in a JSN listed in Attachment P Exhibit C-1 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. (Copy of the JSN's covered are attached hereto as Attachment P Exhibit C-1)

12.30 JOB DESCRIPTIONS Within ninety (90) days of the execution of this Agreement the CTA shall provide the Locals 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.

12.31 TEST SCORES The Authority shall allow the President of Local 241 or Local 308, their Vice-Presidents or the Recording Secretary to check the accuracy of test scores when requested by an employee who has applied for a job vacancy in a Local 241 or Local 308 position respectively. They shall also be able to compare said employee's test scores with the test scores of other applicants who were accepted for the vacancy for which the employee was considered. The accuracy of the test scores shall be checked in the offices of the Authority by comparing the said employee's answers with the answer keys for the tests taken. The respective Local Union and its President, Vice-President and Recording Secretary agree to make no record directly or indirectly of any kind of the information disclosed pursuant to this Agreement. The respective Union agrees not to disclose directly or indirectly any information received pursuant to this Article 12.31. The Authority reserves the right to take reasonable measures to ensure the integrity of the tests, test scores and test procedures.

12.32 TOOLS The CTA shall make available to bus mechanics and car repairers all tools necessary for them to perform their job duties.

ARTICLE 13 – BUS SYSTEM SERVICE DELIVERY, LOCAL 241

13.1 WORK LIMITATIONS The working week of all employees shall be so arranged that no employee shall be required to work on more than five (5) days in any calendar week, excepting in cases of extreme emergency, it being understood that extreme emergency does not mean shortage of running time and continuous use of relay buses, but it is understood to include breakdowns, blockages, flooded subways, fire or other conditions over which the Authority has no control.

A bus operator shall not be required to make extra trips after completion of his or her day's work, except in extreme emergency.

13.2 STRAIGHT RUNS PERCENTAGE Not less than seventy (70) percent of the Monday through Friday runs shall be straight runs; the balance shall be completed within thirteen (13) consecutive hours. All runs on Saturdays, Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas will be straight runs.

13.3 NIGHT RUNS All night runs shall be straight, as near eight (8) hours as possible, and not more than forty (40) percent of such runs shall be permitted to operate beyond 7:00 A.M.

All runs scheduled to report after 8:00 P.M. will have operable radio equipment.

13.4 EXTRA LIST The Authority shall endeavor at all times to maintain an adequate and proper extra list and shall place in the office of each garage an open book in which employees can register the particular day or days on which they want to get off; it being understood that this does not interfere with or affect the days off under the maximum five (5) day week herein provided for. The employees so registered first for any particular day or days shall have preference. It is agreed, however, that employees who are officers, or members of a committee of Local 241, shall be entitled to get off in preference to others when doing business for Local 241. Said book shall be dated five (5) days ahead with the understanding that the privilege is not to be abused by either party. Executive Board members of Local 241 shall be entitled to get off when doing business for Local 241.

13.5 PICKS

(a) BUS OPERATORS Bus operators shall be allowed to pick runs a minimum of four (4) times a year to be effective in the months of March, June, September and December. 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. All schedules shall be posted not less than five (5) days before the start of the picking of runs, except in emergency picking, in which case the schedules shall be posted so as to give the employees as much time as possible before picking runs. The garage superintendent shall notify every operator on the sick list, if possible, of the time the employee is scheduled to pick.

Box pullers shall pick once every year on or about December 1st.

(b) BUS SERVICE SUPERVISORS Bus service supervisors will be allowed to pick their districts every two (2) years, and their work twice a year, to be effective in June and in December.

In the scheduling of such picks and work assignments, the Authority will retain the right to maintain sufficient flexibility in order to provide for continuous and efficient service to the public. In order to provide such service, certain jobs will be required to work as assigned.

It is understood that this picking of jobs would in no way change the present practice of all jobs working as assigned under certain circumstances, such as emergencies, special events, etc.

(c) GARAGE CLERICAL PERSONNEL Garage clerical personnel shall be allowed two (2) picks each year, to be effective in June and in December. These picks shall be conducted at a place agreed upon between the Authority and Local 241.

(d) INFORMATION CLERKS Information clerks assigned to the Transportation Department at the General Office shall be allowed to pick their work schedule twice a year.

(e) BUS MECHANICS AND BUS SERVICERS Bus mechanics and bus servicers shall have a system seniority pick every two (2) years.

The bus mechanics listed below and the bus servicers listed below shall have the picking rights hereinafter described in this Article 13.5(e):

Mechanic Position:

1. Inspection Relief
2. Benchman
3. Trouble Track
4. Tire Man
5. Mobile Bus Mechanic
6. Bay Inspection
7. Mobile Repair Relief
8. HVAC
9. Radio
10. Powertrain
11. Current Jobs included within Inspection A
12. Current Jobs included within Inspection B

Bus Servicers:

1. General Cleaner
2. Bus Servicers (pumps)
3. Spotter
4. Scheduler
5. Engine Wash

6. Bus Servicer I

Bus mechanics shall be allowed to pick their jobs twice a year. Bus mechanics' picks will have specific job duties, associated with their general repair activities, listed for each position. The Authority reserves the right to assign work to bus mechanics if picked work is not available. The list for picking must be posted at least one (1) week prior to the commencement of the pick.

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.

Bus mechanics' job vacancies shall be filled through regular Human Resources Department procedures. As of the effective date of this Agreement, any person who fills a bus mechanic vacancy shall be placed at the bottom of the seniority list for bus mechanics.

The Authority will evaluate the jobs in the Bus Maintenance Department and any new jobs that are available to be picked will be placed on the pick list.

(f) OPERATIONS INSTRUCTORS Transportation Department instructors will be allowed to pick twice a year to be effective in June and in December.

(g) SYSTEM MAINTENANCE LABORERS System Maintenance laborers will be allowed to pick their districts once a year.

(h) SYSTEM MAINTENANCE JANITORS All Local 241 System Maintenance janitors are allowed to pick tricks two (2) times per year, in the Spring and Fall.

13.6 CAMPAIGN UNITS On December 15, 1968, the Campaign Unit was separated into a North Campaign Unit and a South Campaign Unit. The North Campaign Unit will be phased out by gradual attrition. All job vacancies occurring in either Unit shall be posted with 77th Street Garage as the primary work location.

13.7 ROTATION OF DAYS OFF Where practicable, bus servicers, bus mechanics, janitors and laborers working in and around the bus stations, shops, garages and yards shall rotate their days off.

13.8 OVERTIME - REPAIR DEPARTMENT The Authority will make every reasonable effort to distribute overtime equally rotating among employees in their respective classifications and departments in accordance with seniority.

The Authority agrees to give the employee concerned as much notice of scheduled overtime work as is reasonably possible. The Authority further agrees to make available to the Union at the applicable work location a record of such overtime work for examination by the Union representatives at a mutually convenient time.

13.9 MEAL RELIEF FOR CLERKS AND MONEY HANDLING PERSONNEL The meal relief time for all garage clerical personnel shall be thirty (30) minutes.

13.10 GENERAL OFFICE CLASSIFICATION AND SENIORITY The job descriptions covering novice salary Grades N-1, N-2 and N-3 and salary Grades 00-11 and seniority rules for General Office employees are contained in a separate agreement between the parties entered into on the same date as this Agreement.

The Authority will revise its current method of operation in the General Office covered by this Agreement by advising its managers in the General Office through an Administrative Procedure bulletin, which shall state:

(a) Each General Office employee shall be given one (1) annual record review.

(b) Each General Office employee may, upon request, be granted access to his or her personnel file (on the departmental level) at least twice per year.

(c) Each General Office employee shall be given a copy of anything added to his or her personnel file which could lead to discipline or affect a job change.

13.11 CHARTER WORK Charter work shall be standardized in all locations and shall be assigned from the Work Book. However, if the customer makes a specific request for an employee, that employee shall be given the work.

13.12 ALTERNATIVE SCHEDULES For certain bus routes designated by the Authority, alternate emergency weather condition schedules will be posted in addition to the regular run.

Operators will work the alternate emergency weather condition schedule version of the regular run upon notice from the Executive Vice-President, Service Delivery, or his designee.

13.13 RIDERSHIP INFORMATION In addition to the "counts" now being made, the Authority may require employees to register and report fares and classes of passengers using the vehicles of the Authority. Employees will not receive additional compensation when making such counts.

These new "counts" shall not exceed twenty-eight (28) days in a calendar year, nor can any one (1) period of "counting" exceed seven (7) consecutive days. For the first two (2) counts, the Authority will not impose any discipline relating to the counts.

13.14 PAST PRACTICE All present working conditions shall remain in effect during the term of this Agreement, unless a desired change is agreed to by the parties.

13.15 BUS MECHANIC/SERVICER PRO-RATED VACATION Bus mechanics and servicers may choose by seniority any pro-rated vacation to which they are entitled at the same time they pick their regular vacations.

13.16 CENTRAL COUNTING JOBS Central Counting employees shall be allowed, upon request, to volunteer to learn other higher rated jobs within Central Counting during times when they are not required to perform their regular duties, without compensation, or, if permitted by the Authority on the Authority's time, without any increase in their rate.

13.17 STREET COLLECTOR OVERTIME If the Authority determines that overtime is required to perform the Authority's street collection function, bus operators may perform such function and shall be given first preference for said overtime unless the Vice-President, Bus Operations, determines an emergency requires to the contrary.

13.18 BUS OPERATOR RECERTIFICATION PROGRAM An agreement between the parties concerning the Bus Operator Recertification Program is attached hereto as Attachment F-1 and is incorporated by reference herein.

13.19 BUS OPERATOR SEATS The matter of seat selection for bus operator seats on new buses will be referred to the Joint Safety Committee.

13.20 CDL TRAINING The CTA will provide training to those employees required to pass the Commercial Driver's License Exam if they so elect.

13.21 OPERABLE EQUIPMENT The Authority will take all reasonable steps to insure that the buses have operable radio equipment and silent alarms.

No operator will be required to leave the terminal with a bus which lacks a right or left outside mirror. If a mirror breaks while a bus is in service, an operator may be instructed to move the bus to a point of exchange or repair if the move can be made safely.

13.22 COMFORTABLE AND SANITARY CONDITIONS Comfortable and sanitary working conditions are to be maintained by the Authority. CTA will send a letter to Local 241 and to Local 308 within 30 days of the execution of this Agreement, and quarterly thereafter, including a description of CTA's plans for remodeling and updating CTA facilities.

13.23 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, the 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.

13.24 MISSES WORKED Three (3) misses worked will be counted as one (1) miss.

13.25 VEHICLE ACCIDENT GUIDELINES - LOCAL 241 The CTA has the need to make and enforce reasonable rules and regulations for the direction and discipline of

the workforce and to ensure the safe and timely operation of CTA public transportation services. Accordingly, notwithstanding Article 13.14 of the Agreement, the CTA shall have the right to make and enforce rules covering accidents. Such a rule may provide for discipline, which shall be just and reasonable. Before any such new rule becomes effective, it shall be submitted to the Union in writing. The Union shall have sixty (60) days to file for arbitration on the question of whether the proposed rule is just and reasonable. Should the Union fail to file for such arbitration, the rule shall become effective. Should an arbitrator find that the rule or any portion thereof is not just and reasonable, the CTA shall have the right to amend and reissue the rule or any portion thereof, subject to arbitration as provided in this Article.

13.26 OVERTIME – CLERKS 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.

13.27 MAINTENANCE TIME MAKE-UP Any Bus Maintenance Department employee who is late to work is eligible to work into the next shift to make up the amount of time which the employee lost from work on the employee's regular shift because the employee was late. This opportunity to work may be exercised no more than twice per year. The employee must notify the employee's supervisor when reporting to work that the employee wants to exercise the right to work into the next shift as provided for under this article.

13.28 EQUIPMENT TECH TRAVEL When an equipment technician is delayed in his or her return from out of state rail work on account of travel delays caused by cancellation of trains or flights, the affected equipment technician shall be compensated for up to a maximum of eight (8) hours per day for each day the travel is delayed on account of such cancellations.

13.29 BUS AND FACILITIES APPRENTICES The Bus and Facilities Apprentices Agreement is attached hereto as Attachment N and is a part of this Agreement.

ARTICLE 14 – OTHER WORKING CONDITIONS, RAIL SYSTEM, LOCAL 308

14.1 GENERAL

(a) WORK LIMITATIONS The Authority shall have the unqualified right to make up schedules for regular employees on a forty (40) hour week basis. It is understood that the forty (40) hour week will consist of five (5) days with two (2) consecutive days off, so far as possible.

(b) SENIORITY Present conditions as to seniority rules shall prevail.

(c) COMFORTABLE AND SANITARY CONDITIONS Comfortable and sanitary working conditions are to be maintained by the Authority. Ticket agents shall not be prohibited from playing portable battery operated radios without ear plugs during off-peak hours so long as it does not interfere with the performance of the employee's duties as determined by the Authority.

(d) PAST PRACTICE All present working conditions shall remain in effect during the term of this Agreement, unless a desired change is agreed to by the parties.

(e) PRO-RATED VACATION EMERGENCY In the event of an emergency occurring after an employee has taken his or her vacation, the employee shall be entitled to a pro-rated vacation at that time based upon his or her service since the previous May 31st. The employee shall be entitled to the pro-rated vacation only in the event that he or she would otherwise have qualified for a leave of absence.

(f) LINE INSTRUCTORS Line instructors shall not be charged with accidents caused by the sole negligence of the employee they are instructing.

(g) PASSENGER COMPLAINTS No passenger complaint shall be made part of an employee's record unless the employee has been shown the report.

(h) FOOT COLLECTOR VESTS The Authority shall provide a bullet proof vest for foot collectors when working as foot collectors.

(i) TRAINING PROGRAM ELIGIBILITY All employees in the Local 308 bargaining unit who have one (1) or more years of service and a satisfactory record will be eligible for the CTA's Fundamentals of Electrical and Mechanical Maintenance of Rail Vehicle Cars Training Program. Car servicers will be given first preference for entry into the Program.

(j) WORKING RADIOS No employee shall be assigned to work on the right-of-way or in a rail yard unless the CTA has provided the employee with a working radio.

14.2 OPERATIONS EMPLOYEES

(a) STRAIGHT RUNS PERCENTAGE All runs shall be arranged so that the following percentages of straight runs prevail:

Sundays and Holidays (or days that the Authority operates holiday schedules)	100% straight
Saturday	100% straight
Weekdays	75% straight

The balance to be completed within thirteen (13) consecutive hours.

Sunday and holidays straight trick percentages also applicable to ticket agents.

(b) NIGHT RUNS All night runs in revenue service shall finish before 7:30 A.M.

(c) EXTRA LIST The Authority will provide an adequate regular extra list in order to relieve employees when they are off.

It is agreed that extra train service employees shall be assigned their work on a rotating basis. A rotating extra list shall be maintained for train service employees, ticket agents and janitors.

Regular employees are not allowed to perform extra work when extra employees are available.

No extra board employee will be required to work an assigned scrub in addition to a full run or a full trick except in an emergency.

(d) PICKS All picks shall be posted at terminals five (5) calendar days prior to the start of a pick.

(1) TRAIN SERVICE EMPLOYEES Train service employees shall be entitled to pick on their respective schedules at least two (2) times in a calendar year on such dates as agreed upon.

No sign-ups are to be allowed on schedules, except in cases of emergency. All runs are to be picked within ten (10) days when the balance of schedules will be signed up.

It is understood that the full-time regular runs, the short runs and the right to work the extra board will be picked in accordance with seniority. Unpicked runs must be picked from the bottom of the regular extra list.

Classification seniority shall prevail in picking the extra list provided that a sufficient number of such employees are qualified to perform the various work required to operate the system.

(2) JANITORS All janitors are to be allowed to pick at least two (2) times in a calendar year on such dates as agreed upon.

(3) RAIL INSTRUCTORS Rail instructors shall be entitled to pick once a year with the understanding there will be a right of assignment based on service requirements.

(4) FULL-TIME TEMPORARY (FTT) EMPLOYEES All full-time temporary (FTT) employees in all classifications, including trackmen, flagmen and RTO qualified flagmen, shall be given two scheduled day off (SDOs) per week, and shall be allowed to pick, by entered service date, at least two SDOs, in conjunction with the trainmen's picks. There will be a minimum of two picks per year.

(e) JANITORS All janitors' tricks shall be straight. Lunch time shall not be paid.

(f) TOWER OPERATORS Tower operators operating interlocking towers shall pick from the tower operators' seniority list.

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

Class "A" shall consist of tower operators working at the following locations:

North Section	South Section	West Section
Howard	61st Street	#18 - Lake & Wells
Wilson	Ashland	LaSalle-Congress
Clark Jct.	95th Street	Van Buren/Wabash
Kimball	Rosemont	O'Hare

Class "B" will include tower operators working at all other towers.

(g) MOTOR OPERATOR UNIFORM Motor operators will wear their traditional work uniform but are not required to wear ties.

(h) FREIGHT TRAIN CREW During the fall and winter picks, one (1) regular trick for switch operators shall be made part of the freight engine crew.

(i) REST BETWEEN WORK DAYS Employees must have a minimum of eight (8) hours between the finishing time of a run or trick picked for one (1) day and the reporting time of the following day. This provision shall apply to all employees on the extra lists.

In emergencies, when the eight (8) hour respite for an extra employee is not possible, the time between the two (2) days of work may be less, if agreeable to the extra employee and approved by the station superintendent.

On days when there is a new pick going into effect, these rules may be waived for the one (1) day.

(j) PART-TIME EMPLOYEES DAY OFF Part-time operators shall be put into a group day system for one (1) day off a week.

(k) FROZEN EMPLOYEES OPTION The Authority and Local 308 agree to the following, if workable: All employees in the following classifications of tower operator, switch operator, motor operator and foot collector who are frozen in said classifications and unable to pick regular work in their frozen classification shall have the option to pick the extra board or revert to conductor seniority for duration of that pick, provided the extra board controls in their classification are maintained.

(l) TELEPHONE LOG The Authority will provide ticket agents with a log to record business calls made which relate to their work while they are on duty. All other calls are prohibited.

(m) PAYCHECK PICK-UP The Authority will adopt a procedure whereby an operations employee may pick up his or her paycheck at a location designated by the employee.

(1) Once designated, the location shall not be subject to change for the duration of a system pick.

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

(3) The Authority may set a maximum number of employees who can pick up their paychecks at any one (1) location.

(4) The employee can pick up his or her paycheck at a location only on a day and at a time when the paymaster is present.

(n) EMPLOYEE CLASSIFICATIONS Newly hired employees will be required to qualify as rapid transit operator (RTO), flagman and customer assistant. Within twelve (12) months after an employee qualifies in all three (3) classifications, the employee shall be required to qualify as a switchman. At the option of the Authority up to forty (40) percent of a new rail operations hire group may be required to qualify as a yard leader. Local 308 and the Authority agree to develop a new training program that will allow employees in the above stated classifications to train as and be towermen.

Notwithstanding these provisions, the Authority has the right to hire new employees (either full-time or part-time and either permanent or temporary) for the sole purpose of performing the job duties of a flagman, and such employees will be paid the hourly rate of the car servicer classification. The number of temporary flagmen may not exceed twenty (20) percent of all full-time permanent operating employees.

Full-time temporary and part-time temporary flagmen who have completed ninety (90) days of service may participate, at their option, in the Authority's PPO Medical Plan Option 3, or its successor plan. Employees electing to participate in the PPO Medical Plan Option 3 must make by payroll deduction the bi-weekly payments for such coverage at the rate set for full-time permanent employees participating in the same plan. Full-time temporary and part-time temporary flagmen are not entitled to dependent healthcare coverage. Temporary flagmen, whether part-time or full-time (1) will not be entitled to paid leave or other fringe benefits except as provided within this paragraph or by law; (2) will be paid for all time during which they are required by the Authority to perform any duties but shall not be eligible for any pay guarantees or penalties; and (3) shall not accrue seniority.

(o) RAPID TRANSIT OPERATOR CERTIFICATION/RECERTIFICATION PROGRAM An agreement between the parties concerning the Rapid Transit Operator Certification/Recertification Program is attached hereto as Attachment F-2 and is incorporated by reference herein.

(p) SENIORITY LISTS The Authority shall update the seniority lists for train service employees, conductors (and frozen classifications only) and ticket agents prior to each system pick. The list will reflect the appropriate seniority number showing each employee's position within the train service employee, conductor and frozen classification and within the ticket agent classification.

14.3 RAIL SYSTEM MAINTENANCE EMPLOYEES

(a) TRACK WORKER CLASSIFICATION The classification of regular track worker does not apply to laborers engaged on surface and elevated tracks.

(b) RIGHT-OF-WAY FLAGGER Whenever three (3) or more employees are performing work on a right-of-way, a qualified flagger shall protect them.

(c) JANITOR DUAL RATING Rail janitor gang leaders will be allowed to obtain dual ratings for janitor foreman and clerk-dispatcher. Work pools will be created for these dual-rated personnel. Rail janitors will be allowed to obtain dual rating for gang leader and a work pool of gang leaders will be created for these dual-rated personnel.

(d) JANITOR LEADER SENIORITY Rail janitor gang leaders will be granted seniority and a job description for their position. Rail janitors will not be able to bump a gang leader unless the rail janitor has greater gang leader seniority.

(e) JANITOR GANG ASSIGNMENTS Rail janitor gangs will be assigned to straight days or nights for so long as the Authority determines operations permit.

(f) SECTION TRACK WORKER ABSENCE Where the Authority determines that operations permit, when a section track worker is temporarily absent from work, a gang track worker will be assigned to work in his or her place. Generally, operations permit such an assignment when section track workers are walking track.

(g) TRACK WORKER PHONE The Authority will give in writing to track workers working weekend overtime the contact telephone number to be used by the employees so working.

(h) TRACK WORKER WORK Trackwork which is normally and regularly performed by track workers shall continue, provided, however, in an emergency, trackwork may be performed by anyone other than track workers and the Authority reserves the right to continue its present practice of contracting out trackwork of the nature and type contracted out in the past.

(i) CRANE OPERATOR WORK The Authority will endeavor to: (1) use Local 308 crane operators on rail borne cranes to the extent that qualified crane operators are available, and (2) maintain an adequate number of crane operators; provided, however, shop personnel also may operate the rail borne cranes to make necessary adjustments, repairs or functional tests. Qualified crane operators will make a performance test on any repaired crane prior to its release for service.

14.4 RAIL MAINTENANCE PERSONNEL

(a) SECTION PICKS Car repairers "A" and "B" are entitled to pick their work and location within the section once each year, unless otherwise agreed to by the Authority and Local 308. Car servicers are entitled to pick work location within the section and work shift once each year. The Authority reserves the right to assign work to car repairers and car servicers as deemed necessary to properly maintain equipment.

(b) SYSTEM PICKS

(1) CAR REPAIRERS AND CAR SERVICERS General system picks will be held every two (2) years on March 1st unless a change is agreed to by the Authority and Local 308, and only in the event of unusual circumstances of considerable magnitude can a change be made.

(2) TERMINAL CLERICAL PERSONNEL System picks for employees in the classifications of terminal combination clerk and terminal clerk II will be conducted once every two (2) years.

(c) SENIORITY

(1) Employees in the terminal shop bargaining unit shall retain their seniority in their respective classifications as it had accumulated up to, and including, January 12, 1960, according to the old method of computation, i.e., by the separate divisions.

(2) Subsequent to January 12, 1960, employees in the terminal shops bargaining unit shall continue to accumulate seniority in their respective classifications, but it will accumulate on a rail system basis, so long as they remain members of Local 308 in good standing in this bargaining unit.

(d) FILLING VACANCIES FOR CAR REPAIRERS AND CAR SERVICERS Car repairers and car servicers vacancies, as they occur in any section, shall be filled through the following procedure:

(1) CAR REPAIRER "A"

First: By promotion of a car repairer "B" by seniority in the section in which the vacancy exists, using the shop bulletin procedure and posting the bulletin only in the section in which the vacancy occurs. Only the vacated car repairer "A" position will be filled by this procedure.

Second: By promotion of the car repairer "B" with the lowest seniority in the section where the vacancy exists.

(2) CAR REPAIRER "B"

First: By allowing the car repairer "B" with the most seniority in the section where the vacancy exists to bid on position and trick using the shop bulletin procedure and posting the bulletin only in the section in which the vacancy occurs. This procedure applies solely to the initial car repairer "B" vacancy.

Second: By promotion of the car servicer with the most seniority in the car repairer "B" training program pool.

(3) CAR SERVICER By Human Resources Department procedure to fill vacant car servicer position and trick.

Management shall determine the need for filling vacancies.

(e) RAIL EXCEL PROGRAM The Rail Excel Program is a comprehensive rapid transit employee skills/knowledge enhancement program, which makes pay commensurate with ability. It is attached hereto as Attachment C referenced herein.

14.5 RAIL INSTRUCTOR III The CTA shall establish the classification of rail instructor III. With the establishment of the position of rail instructor III, the position of key instructor will be eliminated.

14.6 RAIL CAR SERVICER AND RAIL JANITOR APPRENTICES The Rail Car Servicer and Rail Janitor Apprentices Agreement is attached hereto as Appendix O and is a part of this Agreement.

ARTICLE 15 – INSURANCE AND SICKNESS BENEFITS

15.1 COVERAGE Subject to paying the required contribution, each full-time permanent active employee, covered by this Agreement or on leave of absence from the Authority to hold office in Local 241 or Local 308 will receive a health insurance benefit including hospital, medical, accident and prescription drug coverage at the benefit levels described under the PPO Options in the tables below and shall have issued to the employee at the expense of the Authority, a Summary Plan description certifying that the employee is covered under the CTA employee benefit program.

15.2 LIFE INSURANCE Group Life Insurance shall be provided in an amount equal to 2080 times the active employee's hourly wage rate as of each January 1 on the life of each full-time permanent employee. Group Life Insurance shall provide double indemnity coverage for accidental death. Group Life Insurance required under this paragraph will be provided at the expense of the Authority.

Employees who are covered by Group Life Insurance coverage will have an option at the employees' expense to purchase additional Life Insurance in an amount equal to the coverage then in effect for them under the Group Life Insurance Plan.

15.3 ACCIDENT AND SICKNESS Group Accident and Sickness Coverage, providing no indemnity for the first seven (7) days of incapacity, but providing the amounts listed in the following table, not to exceed twenty-six (26) weeks for each full-time regular employee actively employed who has been in the employ of the Authority continuously for not less than twelve (12) months:

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

The Group Accident and Sickness weekly benefits under this Article shall be paid on a five (5) work day basis. The Group Accident and Sickness Coverage under this Article will be provided at the expense of the Authority.

Said Accident and Sickness Coverage shall not cover any period of incapacity for which the employee is entitled to indemnity or compensation under any Workers' Compensation Act; provided, however, that the Authority shall be liable to the extent of the difference between the applicable amount per week above and such weekly compensation allowance, if less than the applicable amount, for a period not to exceed twenty-six (26) weeks.

Accident and Sickness benefits will not be paid for any day for which sick pay benefits are paid under the seven (7) day sick pay benefit.

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.

15.4(a) OVERVIEW OF PPO PLAN DESIGNS

Overview of PPO Plan Design Options

PPO Option 2 (90% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	$350/$700	$1,000/$2,000
Annual Out-of-Pocket Limit* (Individual/Family)	$1,000/$2,000	$2,000/$4,000
Plan Payment Level	90%	70%
Emergency Room Services (Waived if Admitted)	$100 copay / visit	
Office Visits (After Deductible)	90%	$25 copay/visit, then 70%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: $5 Brand Formulary: $15 Brand Non-Formulary: $35	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	1/1/16: $127.53/$238.33	
PPO Option 3 (80% Plan)	**In-Network**	**Out-of-Network**
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	$500/$1,000	$1,500/$3,000
Annual Out-of-Pocket Limit* (Individual/Family)	$2,500/$5,000	$3,000/$6,000
Plan Payment Level	80%	60%

Emergency Room Services (Waived if Admitted)	$100 copay / visit	
Office Visits (After Deductible)	80%	$25 copay/visit, then 60%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail	Generic: $10 Brand Formulary: $25 Brand Non-Formulary: $45	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	1/1/16: $102.53/$193.33	

Opt Out Option

Effective 12-31-03, CTA will buy back benefits at nine hundred and fifty dollars ($950)/year per eligible active employee. Eligibility requires proof of alternative coverage. The nine hundred and fifty dollars ($950) will be paid on a pro-rata basis each month during the year with payments reflected as a separate item on employees' payroll checks. An employee may opt back into any of the effective Health Care Plan Designs, at any time, subject to proof that a change has occurred in the employee's alternative coverage.

(b) SUPPLEMENTAL ACCIDENT BENEFITS Accident Expenses are treated as any illness under the Comprehensive Major Medical Program:

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

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

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

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

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

(iii) Treatment on or to the teeth.

(c) GROUP DRUG EXPENSE Coverage is included under the comprehensive major medical program. After the deductible, prescriptions are paid at eighty (80) percent; no separate prescription drug deductible is required. Drugs covered

should mean any drug or medicine which is required to bear the legend "Caution: Federal Law Prohibits Dispensing Without a Prescription" and is prescribed by a licensed physician, including injectable insulin and contraceptives.

Covered Drug Charges shall not include expenses incurred for drugs:

(1) obtained without a prescription,

(2) which are non-legend drugs or for injectable drugs other than injectable insulin,

(3) to eligible persons while such persons are confined as in-patients in a hospital, extended care facility or any similar institution,

(4) which an eligible person is entitled to receive without charge from a municipal, state or federal program, except Title XIX of Social Security Amendments of 1965 (Public Law 89-97, 89th Congress, First Session), or any source whether contributory or not,

(5) which, when taken in accordance with the physician's directions, are in excess of a thirty-four (34) day supply without necessity of a refill, except for one hundred (100) unit doses of a natural thyroid product and nitroglycerin,

(6) for any prescription refill in excess of the number specified by the physician,

(7) devices of any type, even though such devices may require a prescription, such as but not limited to, contraceptive devices, artificial appliances, hypodermic needles, syringes or similar devices,

(8) charges for the administration or injection of any drug,

(9) any drug which is consumed at time and place of prescription order, or

(10) drugs for which the reasonable and customary charge is less than the deductible under the plan.

Refills are covered for one (1) year from the date of the physician's prescription. Thereafter, the employee must obtain a new prescription in order for benefits to be payable.

(d) MAIL ORDER PLAN If practicable, a plan will be developed under which certain specified maintenance drugs may be ordered by mail.

(e) EMPLOYEE PREMIUM DEDUCTION - PPO. Effective subsequent to the January 1, 2015 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.

15.5 DENTAL PLAN

(a) DENTAL PLAN BENEFIT The Authority, for each full-time permanent active employee employed and who has been in the employ of the Authority continuously for not less than three (3) months, shall provide, on a contributory basis, the benefit of a CTA Group Dental Plan.

The Authority shall contribute one-hundred (100) percent of the premium cost of the employees' own premium, and seventy-five (75) percent of the premium cost of the dependents' premium.

Payment will be made for the covered dental charges which exceed the deductible amount, described below, up to three thousand dollars ($3,000) per calendar year.

A charge will be deemed incurred as of the date the service is rendered or the supply is furnished, except that such charge will be deemed incurred:

(1) with respect to fixed bridgework, crowns, inlays, or gold restorations, on the first date of preparation of the tooth or teeth involved;

(2) with respect to full or partial dentures, on the date the impression was taken; and

(3) with respect to endodontics, on the date the tooth was opened for root canal therapy.

(b) CASH DEDUCTIBLE

(1) The amount of the individual cash deductible is twenty-five dollars ($25). The family cash deductible is fifty dollars ($50). It applies each calendar year, except that:

(i) if the cumulative family deductible is not satisfied in a calendar year, expenses incurred during the last three (3) months of a calendar year will apply toward satisfying the cumulative family deductible for the following year;

(ii) if the cumulative family deductible is satisfied during a calendar year, a new family deductible must be satisfied for the next calendar year;

(2) Covered dental charges are the charges of a dentist or physician for the services and supplies listed below, required for dental care and treatment of any disease, defect or accidental injury, or for preventive dental care.

(3) Not included is any charge in excess of the charge customarily made:

(i) for similar services and supplies by dentists or physicians in the locality concerned; or

(ii) where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment.

(c) PREVENTIVE SERVICES AND SUPPLIES (Covered at 100%)

(1) Charges for cleaning and scaling of teeth, but not more than twice in a calendar year.

(2) Charges for fluoride application to a child's teeth, but not more often than once in a calendar year.

(3) Charges for space maintainers and their fittings.

(d) DIAGNOSTIC AND THERAPEUTIC SERVICES (Covered at 90%)

(1) Charges for diagnostic services to determine necessary care, but:

(i) charges for full mouth X-rays are covered only once in a three (3) year period,

(ii) charges for bite-wing X-rays are covered only once in a three (3) year period; and

(iii) charges for a diagnostic oral examination are covered only once in a six (6) month period.

(2) Charges for emergency treatment for relief of dental pain on a day for which no other benefit other than for X-rays is payable hereunder.

(3) Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or post-operative examination.

(4) Charges for treatment of the gums and supporting structure of the teeth.

(5) Charges for root canals and other endodontic treatment.

(6) Charges for general anesthetics and their administration in connection with oral surgery, periodontics, fractures or dislocations.

(7) Charges for injectable antibiotics administered by a dentist or physician.

(e) RESTORATIVE SERVICES AND SUPPLIES (Covered at 50%) Charges for fillings and crowns necessary to restore the structure of teeth, broken down by decay or injury, but:

(1) the charge for a crown or gold filling will be limited to the charge for a silver, porcelain or other filling, unless the tooth cannot be restored with such other material; and

(2) the charge for replacement of a crown or gold filling is covered only if the crown or filling is over five (5) years old.

(f) PROSTHETIC SERVICES AND SUPPLIES (Covered at 50%)

(1) Charges for full or partial dentures, fixed bridges, adding teeth to an existing denture if required because of loss of natural teeth, while the person is covered for this benefit, and to replace such teeth, or to replace an existing prosthesis which is over five (5) years old and cannot be made serviceable.

(2) Charges for repair and rebasing of existing dentures, which have not been replaced by a new denture.

(3) Charges for specialized techniques, involving precision attachments, personalization of characterization and additional charges for adjustments within six (6) months from installation, are not included as covered dental charges. Covered charges for both a temporary and permanent prosthesis will be limited to the charge for the permanent one (1).

(g) NOT COVERED Not covered under any section of these benefits are charges for:

(1) Treatment by someone other than a dentist or physician, except where performed by a duly qualified technician under the direction of a dentist or physician;

(2) Orthodontic treatment other than for related extractions or space maintainers;

(3) Services and supplies partially or wholly cosmetic in nature;

(4) Facing on pontics or crowns posterior to the second bicuspid;

(5) Training in or supplies used for dietary counseling, oral hygiene or plaque control;

(6) Procedures, restoration and appliances to increase vertical dimension or to restore occlusion; and

(7) Services and supplies in connection with injury caused by war whether declared or not, or by international armed conflict.

15.6 VISION CARE PLAN The Authority will provide a Plan "A" Vision Care Plan. The Authority will pay seventy-five (75) percent of the employee's premium and the employee will pay one hundred (100) percent of the applicable dependent premium, if he elects to enroll his dependents. Effective January 1, 2013, an active employee shall be entitled to three hundred dollars ($300.00) for his or her prescription eyeglasses or seventy-five percent (75%) of cost, whichever is less, every two years. The Authority will provide an annual opportunity for employees to enroll in the Vision Care Plan. Once enrolled, employees must remain in the Vision Care Plan for the duration of the Agreement.

15.7 DENTAL HEALTH MAINTENANCE AND DENTAL PREFERRED PROVIDER ORGANIZATIONS – (DHMOs and DPPOs) If practical, employees will be permitted to participate in DHMOs and DPPOs approved by the Authority and the Union. The Authority shall contribute one hundred (100) percent of the premium cost of the employee's own premium or an amount equal to one hundred (100) percent of the employer paid premium for the Dental Plan (Section 15.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five (75) percent of the premium cost of the dependents' premium or an amount equal to seventy-five (75) percent of the employer paid premium for the Dental Plan (Section 15.5(A)), whichever is the lesser amount.

15.8 PRE-TAX EMPLOYEE CONTRIBUTIONS If practical, the Authority will establish a "premium conversion only" cafeteria plan for employee contributions for dependent dental premiums and, where applicable, any other health program contributions. Each employee eligible for coverage will elect annually to have his or her contributions paid on a pre-tax basis, thereby reducing his or her federal, state and local income taxes to the extent provided by the Internal Revenue Code section 125.

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

(a) legal wife or husband,

(b) domestic partner,

(c) civil union partner,

(d) natural children, legally adopted children, domestic partner children, civil union children, and stepchildren up to age twenty six (26) years of age. Any child who is honorably discharged from the military can be covered on the plan up to age 30. Coverage ends on the dependent's birthday. Certified documentation demonstrating the dependent status must be provided for each dependent enrolled in a plan. This certification is required to be submitted to the CTA,

(e) Any dependent child who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who is dependent on the parent for support and maintenance can also be covered under the plan, provided that dependent was covered under the plan prior to the condition occurring. The Authority shall have the right to require proof of the continuance of such incapacity of such child from time to time while said policy remain in force.

It is the sole responsibility of each employee to enroll or remove the employee's eligible dependents.

15.10 ACTIVE EMPLOYMENT REQUIREMENT Changes in this Article shall be applicable immediately to all eligible employees, including employees on leave due to illness or injury.

15.11 TERMINATION OF INSURANCE The group benefits, provided for in this Article on any employee or his dependents covered hereby, shall cease immediately when such employee is laid off or employment is terminated, unless otherwise required and to the extent required by law.

15.12 PLACING OF INSURANCE The insurance specified in this Article shall be provided by a policy or policies written by a reputable insurance company or companies, but this shall be without prejudice to the right of the Authority to provide such coverage through its own Insurance Department, in case the Authority elects to do so.

15.13 7-DAY SICK PAY Should any employee, covered by this Agreement, who has been in the regular employ of the Authority for not less than twelve (12) months, be absent from duty due to sickness or accident not related to his employment and should any employee who has been in the regular 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:

(a) If the employee's absence is due to an accident, the Authority will pay the employee's regular wages for the first seven (7) days of such incapacity.

(b) If the employee's absence is due to sickness, the Authority will not pay the employee's regular wages for the first two (2) working days of such incapacity, but will pay the employee's regular wages for the third, fourth, fifth, sixth and seventh working day of such incapacity.

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

15.14 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT All employees shall be covered by two hundred and twenty-five thousand dollar ($225,000) Principal Sum Accidental Death Policy. Such Accidental Death shall be limited to injuries sustained during the course of a felonious assault on the insured employee, provided such death arises while the insured employee is performing the duties of his occupation as assigned by the Authority and with the authorization of the Authority. In addition, coverage will be in force during direct commutation to and from work by the insured employee.

15.15 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM An agreement between the parties concerning employee participation in the Employee Assistance Program, including benefits available to eligible participants, is attached hereto as Attachment H, and is incorporated by reference herein.

15.16 THIRD PHYSICIAN DETERMINATION In cases where the Authority's physician does not find that the employee is physically fit to return to duty in his regular job classification or physically fit to return to duty in any job classification and the employee's personal physician is in disagreement on the question of the employee's fitness to return to work, the Authority and the Union will choose a third physician to examine the employee and their third physician's decision shall be binding on the parties. The cost of the third physician will be borne equally by the Authority and the Union.

15.17 RULES Reasonable rules and regulations shall be promulgated by the Authority to establish a Coordination of Benefits Procedure applicable to the Group Medical and the Group Dental Plan, if enrolled, and to make effective the intent and purpose of the provisions of this Agreement.

15.18 SUBROGATION In the event benefits are paid for charges incurred by a covered individual as a result of accidental bodily injury or illness, and if the covered individual or covered employee makes a recovery (whether by settlement, judgment or otherwise) from any person or organization responsible for causing such injury or illness or under any no-fault automobile insurance statute, then the Authority shall have a lien upon any recovery. The covered employee shall reimburse the Authority to the extent of such benefit paid by it, provided that in no event shall the covered employee be required to make reimbursement in an amount exceeding the recovery made by the covered individual against the person or organization responsible for causing the injury or illness.

15.19 MATERNITY LEAVE Female employees delivering a child shall be entitled to six (6) weeks paid maternity leave.

15.20 PARENTAL LEAVE A non-birth mother employee parent shall be entitled to one (1) week paid parental leave for the birth of his or her child; both adoptive employee parents shall be entitled to two (2) weeks of paid parental leave. CTA will approve an employee parent's leave request upon CTA's receipt of proof of a parent and child relationship, as that relationship is defined and established by the Illinois General Assembly, and in accordance with the Vital Records Act, 410 ILCS 535/1 *et seq.* CTA shall allow an employee parent other than the birth mother to take parental leave on a continuous or intermittent basis (in one day increments). Intermittent paid parental leave shall require supervisory approval. An employee parent must consult with his or her supervisor and make a reasonable effort to schedule intermittent paid parental leave as soon as practicable. CTA requires notice at least 48-hours in advance, so as not to unduly disrupt the CTA's operations.

** The parties dispute whether the deductibles are included or excluded from the annual out-of pocket maximums effective January 1, 2014. The terms of this Article 15 may be subject to modification upon resolution of the dispute. By executing this Wage and Working Conditions Agreement, the parties are not waiving their legal rights on these issues.

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 Union 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 ARBITRATION PROCEDURES 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 20 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 MEDIATION-ARBITRATION PROGRAM 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 Local 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) Mediators-Arbitrators 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 SETTLEMENTS 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 MERGER OF LESSER DISCIPLINE CASES WITH DISCHARGES 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.

ARTICLE 17A – AVAS

17A.1 AGREEMENT The CTA and Local 241 agree to use the procedures and dispute resolution methods set forth in Arbitrator Benn's Revised AVAS Order dated February 4, 2012 attached hereto as Attachment Q.

ARTICLE 18 – RETIREMENT PLAN

The Retirement Plan is a part of this Agreement in all respects and for all purposes, including future proposals for revision in the Plan and in the negotiation or arbitration of proposed revisions. The Retirement Plan is subject to 40 ILCS 5/22-101 as amended. The Retirement Plan for Chicago Transit Authority Employees is set forth in full as Appendix A hereto and made a part hereof.

The Authority shall have the right to establish one (1) or more retirement plans as provided for in §22-101(a) of the Illinois Pension Code.

ARTICLE 19 – RETIREE HEALTH CARE TRUST

Pursuant to and in accordance with 40 ILCS 5/22-101B, as amended, the Retiree Health Care Trust has been established and shall be governed in accordance therewith.

ARTICLE 20 – TERM OF AGREEMENT

20.1 PERIOD COVERED This Agreement shall be in force and effect on January 1, 2016 and shall continue in force and effect to and including December 31, 2019, and from year to year thereafter.

20.2 CHANGES Either of the parties hereto shall have the right to open this Agreement for modifications and or additions to be effective January 1, 2020, or any anniversary date thereafter by written notice to the other party sixty (60) days prior to such anniversary date. Notification submitted in accordance with the foregoing shall contain a written statement of all modifications and or additions to the Agreement which are proposed. If no agreement is reached within said sixty (60) days, or such further time as the parties may agree upon, the matter shall be submitted to arbitration as provided in Article 17. All conditions of this Agreement are to continue in full force and effect until

changed, revised or amended from time to time by agreement of the parties or by the decision of the Board of Arbitration.

20.3 SEPARABILITY If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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

20.5 SOLE AGREEMENT This written Agreement and the documents attached hereto in Exhibit A, Local 308 and Exhibit B, Local 241 constitute the entire written Agreement between the parties, with the exception of settlement agreements.

IN WITNESS WHEREOF, THE CHICAGO TRANSIT AUTHORITY, a municipal corporation, has caused this Agreement to be signed in duplicate by the Chairman of the Chicago Transit Board and attested by its Secretary, **AMALGAMATED TRANSIT UNION, LOCAL 241** has caused this Agreement to be signed in duplicate by its President and Business Agent and attested by its Financial Secretary-Treasurer, and **AMALGAMATED TRANSIT UNION, LOCAL 308** has caused this Agreement to be signed in duplicate by its President and Business Agent and attested by its Secretary-Treasurer, this 14 day of August, 20 19.

Authorized by Chicago Transit Board Ordinance No. 018-111

CHICAGO TRANSIT AUTHORITY

Terry Peterson
Chairman, Chicago Transit Board

ATTEST:

Gregory Longhini,
Secretary
Chicago Transit Board

RECOMMENDED:

Dorval R. Carter, Jr.
President, Chicago Transit Authority

Thomas McKone
Chief Administrative Officer
Chicago Transit Authority

Brad L. Jansen
Deputy General Counsel, Labor and Employment
Chicago Transit Authority

AMALGAMATED TRANSIT UNION, LOCAL 241

Keith S. Hill

ATTEST:

AMALGAMATED TRANSIT UNION, LOCAL 308

Kenneth Franklin

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Karen G. Selmetz
General Counsel
Chicago Transit Authority

4816-8194-9276, v. 29

ATTACHMENT A

ATTACHMENT A

MEMORANDUM OF AGREEMENT
LIGHT DUTY JOBS

This Memorandum of Agreement is between the negotiating committee of the Chicago Transit Authority (referred to herein as "CTA" or "Authority") and the negotiating committee of the Amalgamated Transit Unions, Local 241 and Local 308 (referred to herein as "Local 241" and/or "Local 308" and/or "Unions").

The parties agree as follows:

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

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

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

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

5. It is the intention of the parties that, if a "Maintenance Cleaner-Restricted Duty" position or any other designated "light duty" or "restricted duty" position is to be filled, that it be filled exclusively by inactive employees assigned to Area 605.

6. The duties of the "Maintenance Cleaner-Restricted Duty" position will consist of general cleaning, debris removal, graffiti removal, grounds and

building maintenance not normally performed by full-time, permanent employees.

7. Any "Maintenance-Cleaner restricted Duty" position to be filled will be offered in company seniority order to Area 605 employees. Although a certain minimum level of physical qualification may be necessary, it is the intention of the parties that each person who accepts a position will be individually evaluated and assigned only work consistent with his or her physical restrictions.

8. Acceptance of "Maintenance Cleaner-Restricted Duty" positions will be voluntary. No Area 605 employee would be required to take or continue in such a position.

9. The acceptance of a "Maintenance Cleaner-Restricted Duty" position will not affect the employee's right to return to a full-time permanent position under normal placement practices.

10. The acceptance of a "Maintenance Cleaner-Restricted Duty" position will not affect the employee's Union or Local affiliation, whatever the nature of the duties actually assigned to the employee.

11. The schedule of "Maintenance Cleaner-Restricted Duty" positions will be eight hours a day, five days a week, with shifts to be determined by the Authority.

12. An employee in Area 605 as the result of Employee Assistance Program participation shall have the time in a "Maintenance-Cleaner-Restricted Duty" position counted toward completion of the requirement that he or she be in a non-operating position for a period of a year before being allowed to return to an operating position.

13. The pay rate of a "Maintenance Cleaner Restricted Duty" will be $8.00 an hour.

14. Employees in positions of "Maintenance Cleaner-Restricted Duty" will be entitled to no benefits other than those required by law; provided, however, that after 90 days of continuous service in such a position, an employee will receive basic individual hospital, surgical, physician, diagnostic and supplemental accident expenses insurance coverage, paid

for by the Authority, under the same terms and conditions as those covering individual full-time, permanent employees.

15. The Authority retains the right to reduce the number of or eliminate the positions of "Maintenance Cleaner-Restricted Duty" at any time. In the event of such reduction or elimination, employees in the positions will be retransferred to Area 605 in reverse company seniority order, without diminishment of their rights as inactive, unassigned employees.

ATTACHMENT B

ATTACHMENT B

SPECIAL UTILITY WORKER

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

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

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

b. If there are not enough Area 605 employees available who the Authority determines are able to perform the work, the Authority will offer said work to newly hired part-time employees. Said part-time employees shall not work more than 30 hours per week.

An Area 605 employee may decline the Authority's offer of said Special Utility Worker, bus/rail, job without penalty.

On a quarterly basis, new employees in Area 605 who the Authority determines are able to perform the work will be offered the opportunity to replace any part-time employees in said Special Utility Worker, bus/rail job.

Whenever the Authority removes employees from said Special Utility Worker, bus/rail, job, part-time employees will be removed before Area 605 employees.

If a full-time regular job becomes available to an Area 605 employee who is qualified to perform said job while said Area 605 employee is working in the Special Utility worker, bus/rail, job, the full-time regular job will be made available to said Area 605 employee in accordance with current practice.

The rate for Special Utility Worker, bus/rail, will be $8.00 per hour. Area 605 employees who have performed said Special Utility Worker, bus/rail, job for 90 days will receive basic hospital and medical benefits. Area 605 Special Utility Workers, bus/rail, shall receive an 8 hour daily guarantee.

Employees who are in Area 605 as the result of E.A.P. participation will have the time in said Special Utility Worker, bus/rail, job counted toward completion of the requirement that he or she be in a non-operating position for a period of up to one year before the employee requests to return to an operating position.

ATTACHMENT C

Rail Excel - Local 308

Revised as of February 14, 2018

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

VI.6

1.0 Forward

1.0.1 In keeping with the Chicago Transit Authority's commitment to providing the riding public with the most cost effective and efficient mass transit possible, it is necessary to change the existing structure to make changes where necessary. Many changes have occurred during the reorganization of 1992 and other more recent reorganizations, where many middle management jobs were eliminated and the Authority was streamlined into a Route/Garage structure for what is now called "Transit Operations."

Many efficiencies were noted in the first two years after the reorganization, and shortcomings have been identified. Concerns in Rail Maintenance Training are now focused in the direction of increasing work force skills and increasing demands of new technologies. Transit vehicles are becoming more and more complex as the transit properties demand more efficiencies from them. We cannot settle for adequate maintenance of our rail cars. We must demand the highest quality maintenance effort in order to ensure the overall effectiveness of the rail system and keep our rail fleet in a state of good repair.

The skills needed by rail repairers in our maintenance terminals have changed, but our approach to work force preparation and training has remained unchanged throughout the years. We must provide our maintenance work force with the tools necessary to maintain our ever - increasingly sophisticated and highly technical rail cars. We must accept the challenge and prepare our work force to emerge in the new millennium as a leader in the maintenance of high performance and environmentally responsible rail transit vehicles.

The Car Repairer Qualification Program (Excel) is a complete and comprehensive rapid transit employee skills/knowledge enhancement program that makes pay commensurate with ability and work assignment. The program utilizes CTA Training Groups and other training and education centers to provide to new and existing employees the knowledge and skills necessary to perform their jobs in the most safe and cost efficient manner. It is the main objective of the program to foster a work environment, which will ensure that the work is being conducted by a workforce that is well trained and motivated.

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

The incentive pay associated with the program is as follows:

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

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

Car Repairers hired on or after the effective date of this Agreement will attend an ongoing, performance-based qualification initial training course that will qualify them in basic car repairer tasks. The initial training for new employees hired under the Excel Program umbrella will be a forty-two month training/qualifying period. In order to provide them with the training necessary to qualify in all positions, the program will utilize the Car Repairer Initial Training Course as the initial qualification course and add all qualification training courses. Car Repairers will be required to satisfy this hierarchy of training as an employment criteria. The hierarchy of training is as follows:

0 to 12 Months
Initial Training

13 - 24 Months
Passenger Door Training
Destination Sign Training
Communications Training
Carbody Periodic Inspection Qualification
Yard Inspector Qualification ·

25 - 30 Months
Motor-Alternator Training
Static Inverter Training
Basic Propulsion Training
Chart Recorder & Metering
Controls Periodic Inspection Qualification

31 - 42 Months
Basic HVAC Training
EPA Section 608 Certification
Specific Car Series HVAC Training
HVAC Periodic Inspection Qualification
The implementation timeline for the Car Repairer Positions is established as follows:

Assessment of existing employees: (0 to 6 Months)

Phase One Implementation - (First Year after Assessment)
Troubleshooter, General Repairs
Basic Inspector: Brakes
Brake Inspector: Trucks
Yard Inspector (Int)
Yard Inspector (Ext)

Phase Two Implementation - (Second Year)
Technician
HVAC Repairer
Control Inspectors
Carbody Inspectors
Truck Shop Repairers

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

Notwithstanding any other provision in the Agreement to the contrary an, employee working in a higher rated classification pursuant to the Rail Excel Program shall receive Vacation or Holiday pay at the pay scale of the higher rated classification provided the

employee has worked in the higher rated classification for at least the five (5) consecutive work days immediately preceding the Vacation or Holiday.

2.0 Policy

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

3.0 Program Overview

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

3.0.3 AUTHORITY - The Authority is the Chicago Transit Authority.

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

3.1 Introduction

3.1.1 It is the intent of the Authority to provide all transit employees with quality training on the maintenance practices required to properly maintain CTA Rail Cars. Antiquated training programs structured to familiarize new employees with rail car characteristics are now being replaced with comprehensive training courses developed to provide employees with the skills and knowledge necessary to efficiently operate within their daily jobs.

3.1.2 The training required will be provided under the direction of Rail Maintenance Training & Development, Training & Instruction Department (for all CTA specific training by itself) and a variety of outside training sources for any basic and fundamental training needed by the maintenance employee. The Chicago City Colleges will provide formalized instruction on basic training for transit employee; additional training may also be provided by various vendors on an as needed basis.

3.2 Cooperative Training Overview

3.2.1 CTA/College Training Plan

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

training classes for car repairers when it is cost efficient and appropriate to do so.

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

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

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

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

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

3.2.2.5 Training will be provided to CTA employees in any length or configuration which would be most cost-effective to the Authority.

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

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

3.2.3.2 RMT Instructor/Trainer Certification

Instructors conducting training for Rail Maintenance Training & Development will be accredited to conduct related maintenance courses at the Chicago Transit Authority.

3.3 The Excel Committee

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

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

- General Manager, Engineering & Technical Services
- General Manager (or designate), Blue Line
- General Manager (or designate), Elevated line(s)
- General Manager (or designate), Red Line
- Board Member, Local 308, ATU (advisory)
- City Colleges (or equivalent) Representative (advisory)
- Manager, Rail Maintenance Training & Development who will act as Committee Coordinator and Secretary

3.3.3 Program Observation
It is the responsibility of the Excel Committee to oversee the Authority's Rail Maintenance Training Program.

3.3.4 Training Mandates
Effective with the implementation of the Car Repairer Qualification (Excel) Training Program, the following training mandates are hereby in effect:

3.3.4.1 All Rail Maintenance Terminal Employees (i.e. Servicers, Repairers & Motor Cleaners) will be provided qualification training (i.e., Servicers and Motor Cleaners ("Servicers/cleaners") training to be Car Repairers. Car Repairers attending training for incentive qualifications} and will be required to pass all written and performance testing as deemed necessary by the Excel Committee

3.3.4.2 QUALIFICATION TRAINING GUIDELINES

3.3.4.2.1 Employees must pass all training programs with an average of 75% on written tests and 100% on performance tests.

3.3.4.2.2 If a Performance Test is failed it must be taken a second time. The Authority will schedule it. If more than two Performance Tests are failed, employees hired on or after the effective date of this agreement will be administratively

separated; existing employees will be placed at the bottom of the training class scheduling list.

3.3.4.2.3 Students have the opportunity to take a make-up test. If the test (performance or written) is missed for a valid reason (documented illness, death in family or court appearance).

3.3.4.2.4 Attendance to all classes is mandatory. Failure to meet this requirement may result in being dropped from the training program.

3.3.4.2.5 Classes will be scheduled and conducted at hours most efficient for the Authority. Travel time will be a consideration when determining start times for the courses. AM and PM classes will be available at the Training Center. Class schedules will be posted and distributed on a monthly and quarterly basis. Attendance will be granted by seniority order.

3.3.5 Credit of Previous Employment/Service

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

3.3.6 Work Record Criteria

Employees are required to maintain Work Record Criteria as outlined while progressing through each phase of the program. The criteria is as follows:

- No Safety Violations
- No Performance-Related Violations
- No Behavior Violations
- No Probations or Final Written Warnings

Failure to maintain an acceptable work record will prohibit advancement to the next phase.

3.3.7 Work Performance/On-The-Job Training

All work performance and On-The-Job Training will be monitored and evaluated by terminal instructor and management

3.3.7.1 Monthly Evaluations/Interviews

Terminal instruction will review the progress an employee has made in the monthly period and will recommend adjustments to the OJT Training Schedule based upon interview results. Monthly evaluations will be

forwarded to the Excel Committee for review.

3.3.7.2 Documentation of Performance Training.
All performance training will be properly documented on appropriate Excel Program Forms.

3.3.8 Annual Performance Reviews
Each employee in the Excel Program will be reviewed annually for satisfactory performance. In addition to the appropriate work record review, an overall assessment of performance on the job and in training will be conducted, with emphasis on adjustments to the training curriculum to improve performance.

3.3.9 Promotion Recommendations
Once an employee has successfully completed all necessary formal and OJT Training required to ascend to a higher rate of pay the Excel Committee will review the trainee's current status and approve the higher qualification status for the repairer. Once promoted to a higher qualification status, employee will be qualified to work the newly qualified position when open and will be allowed to apply for that position when a vacancy exists.

3.4 Car Servicer/Cleaner Qualification Criteria

The Car Servicer/Cleaner Qualification Procedure is the approved process by which: newly-hired or existing servicers/cleaners can begin the process to qualify in the basic knowledge and skills necessary to train as a car repairer. Car Servicer/Cleaners hired on or after the effective date of the agreement must pass all prerequisite electrical and mechanical tests as deemed necessary by the Authority.

3.4.1 Declaration of Intent

Upon employment with the Authority, or at a time designated by the servicer/cleaner wishing to advance a trainee may elect to begin training to qualify in basic fundamental training to become a car repairer trainee. The process will begin by the Servicer/Cleaner completing the "Declaration of Intent" form, signing and forwarding the document to their immediate Maintenance Manager. The form will be reviewed with the Servicer/Cleaner, approved and forwarded to the Manager. Rail Maintenance Training & Development. Upon receiving the Declaration of Intent form the Training Center Staff will schedule an appointment for the Servicer/Cleaner to meet with training representatives for the purpose of assessing previous knowledge/skills/experience and scheduling training courses based upon needs.

3.4.2 College Preparatory Courses.

The Chicago City Colleges has a wide variety of existing maintenance-relat qualify "Initially as Car Repairer Trainees" and begin qualification training in a CTA Rail Maintenance Training Classes when available. In addition to the specific CTA Preparatory Courses required, other related courses· are available to the Servicer/Cleaner. For example, if needed any or all of the following courses may be available as supportive classes to the specific CTA Preparatory Courses:

- Basic Mathematics
- English
- English as a Second Language
- Reading Comprehension.

3.4.3 CTA Preparatory Courses

The CTA Preparatory Courses available to all new and existing car repairers by the City Colleges and Raft Maintenance Training & Development are a combination of adult learning courses which rover the following basic fundamentals:

- Basic A/Electrical Theory
- Basic D/C Electrical Theory
- Basic A/C and D/C power generation theory
- Basic Electro-mechanical theory

- Basic Semi-Conductor theory
- Basic Electrical/Mechanical Troubleshooting
- Basic Mechanical theory
- Hand tool Familiarization
- Torque Wrenches and Threaded Fasteners
- Basic Maintenance Fundamentals

3.4.4 Promotion to Dual-Rate Servicer/Repairer
Upon successful completion of all CTA Repairer Preparatory and CTA Specific Courses, all graduates will be dual-rated and placed in a pool to be trained as a car repairer. Vacancies for car repairer will be filled from this pool by pool seniority if qualified candidates exist. If no qualified candidates exist, the Authority has the right to hire qualified candidates from the outside.

3.4.5 Dual-Rated Pool Structure
Servicers who are dual-rated as servicers/repairers will perform their normal duties as car servicers unless activated as repairers to fill temporary vacancies as determined by the committee or to receive on-The-Job instruction at field locations. Seniority within the pool is based upon date initially entered as a dual-rated servicer/repairer. Servicers can be removed from the pool by poor work performance as outlines in Section 3.4.6, or by the servicer's withdrawing from the program.

3.4.6 Car Repairer Qualification Program (For Existing Servicers/Cleaners)
The Car Repairer Basic Initial Course is the first level of training for a servicer/cleaner who successfully completed the car repairer prequalification training. There are four levels to qualification for a Servicer/Cleaner; they are:

3.4.7 Level One through Level Five Qualifications. The following Qualifications shall apply to Car Repairers' training. For all Levels, from the Car Repairer Initial Training Program (0 to 12 Months) through Level Four (13-24 months), Level Three (25-30 months), Level Two (31-42 months) and Level One (43 months and thereafter), training courses shall cover the following Series Trains: 2600, 3200, and effective March 14, 2018, the 5000 Series. The training courses shall cover the 7000 Series upon delivery of the first production cars.

The first year's training for a servicer/cleaner trainee is as follows:

1. Car Repairer Initial Training Program

After initial training and qualification, the repairer will be considered a pool repairer and will be assigned to a work location to work as needed as a pool repairer. As a pool repairer, they will be assigned various jobs as needed by the maintenance manager and monitored by the terminal instructor. Performance will be monitored and evaluated on a weekly/monthly basis. Once established as a pool Car Repairer, a Servicer-Trainee can be promoted to a Car Repairer if a vacancy exists. Continued training and qualification through Level One (Section 3.5.7:5) is mandatory for continued employment as a Car Repairer.

3.4.7.2 Level Four Qualification (13-24 months)

By the end of the second year of service, new car repairers must have successfully completed and qualified (75% Written Tests/100% Performance Tests) in the following courses:

1. 2600, 3200, 5000 & 7000 Series Door Training
2. 2600, 3200, 5000 & 7000 Destination Sign Training
3. 2600, 3200, 5000 & 7000 Communications Training
4. Carbody Inspection Qualification (2600, 3200, 5000 & 7000)
5. Yard Inspector Qualification (2600, 3200, 5000 & 7000)

3.4.7.3 Level Three Qualification (25-30 months)

By the end of this period of service, new car repairers must have successfully completed and qualified (75% Written Tests/100% Performance Tests) in the following courses:

1. Motor-Alternator Initial Training
2. Static Inverter Training
3. Basic Propulsion Training
4. Chart Recording & Metering
5. Control Inspection Qualification (2600, 3200, 5000 & 7000)

3.4.7.4 Level Two Qualification (31-42 Months)

By the end of the this period of service, new car repairers must have successfully completed and qualified (75% Written Tests/100% Performance Tests) in the following courses;

1. Basic·HVAC Training
2. EPA Section 606 Certification (Type II)
3. 2600 HVAC Training
4. 3200 HVAC Training
5. 5000 HVAC Training
6. HVAC Inspection Qualification (2600, 3200, 5000 & 7000)

3.4.7.5 Level One Qualification (43-Thereafter)

By the beginning of this service period car repairers must successfully complete and qualify in all Training for Changes and other Training Modules as directed:

A) R.A.I.L. Letters
B) Service Bulletins
C) Ran Maintenance Training Modules

3.4.7.6 Performance Review/Qualification Assessment

At the end of the initial 42 month training period, an overall review of performance is conducted and the Qualification of the repairer is assessed.

3.5 Car Repairer Qualification for Employees Hired On or After the Effective Date of the Agreement.

Car repairer trainees can come from two different sources: for employees hired on or after the date of the agreement or as dual-rated car Servicer/Cleaners. This program qualifies them in the following jobs:

- Inspection: Lubrication
- Inspection: Trucks
- Inspection Brakes

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

1. Safety Inspection Training
2. Mini Inspection Training

Upon completion of the basic program, car repairers will be assigned to work positions they are qualified for during their first year of service as a car repairer. Satisfactory performance as outlined in Section 3.4.6.1, in the first-year of service is required in order to advance into level Two Qualification Training (See 3.6.1) and pay. Car Repairers employment is contingent upon satisfactory completion and qualification of all training outlined in Section

3.5. Failure to achieve this will result in their separation from the Authority for not meeting their employment commitment

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

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

3.5.1.1 LEVEL FIVE: 80% of the Full Pay (1-12 Months)

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

A) Rail Safety Tour
B) Car Repairer Initial Training Program

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

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

3.5.1.2 LEVEL FOUR: 90% of Full Pay (13-24 Months)

Repairer Trainees are required to successfully complete and qualify in all training listed below:

A) Print reading/Meters
B) Door Training (Route Specific)
C) Sign Training (Route Specific)
D) Communications Training (Route Specific)
E) Carbody Inspection Qualification Training.

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

F) Yard Inspection Qualification Training

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

3.5.1.3 LEVEL THREE: 100% of Full Pay (25-30 Months)

Repairer Trainees are required to successfully complete and qualify in:
A) Motor-Alternator and Inverter/Converter Training
B) KG346 and/or KG448 Controller Training (Route Specific)
C) Chart Recording/ Metering Training (Route Specific)
D) Control Inspector Qualification Training (Route Specific)
All trainees in this classification must successfully complete this training course and qualify as a Control Inspector (on their designated route) in order to advance to the next level,

3.5.1.4 LEVEL TWO: 100% of Full Pay (31-42 Months)

Repairer Trainees are required to successfully complete and qualify in:

A) HVAC Basic Training

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

B) HVAC Inspection Qualification Training (Route Specific)

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

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

3.5.1.5 LEVEL ONE: 100% of Full Pay (43 Months and Thereafter)

Car repairers who obtain Level One Qualification will be qualified to work the Basic Inspector, Basic Repairer, or incentive-qualified positions which are temporarily opened.

3.6 Car Repairer Selection Process for Full-Time Positions in each of the

following positions:

1. Inspection Terminal Instructor
2. Leader
3. Technician
4. HVAC Repairer
5. Control Inspector
6. Carbody Inspector
7. Truck Shop Repairer
8. Basic Car Repairer Positions.

Positions will be filled by the established posting process, with the most senior, qualified, interested applicant being selected. Temporary openings will be filled by managerial assignment of qualified individuals will in each shop. Overtime assignments will follow normal accepted procedures, taking into account the qualifications required to perform the overtime work.

3.7 Existing Car Repairer Qualification

3.7.1 IMPLEMENTATION

Effective date of the Agreement

3.7.2.1 In order to ensure a smooth transition to the new car repairer structure, the following implementation procedure is in effect as of January 1, 2001:

3.7.2.2 Existing Car Repairer Experience/Skills Assessment Period -

Current car repairers will be reviewed for existing experience/skills/education related to the maintenance of rapid transit cars. (This assessment must be completed before any other step in the Excel process).

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

3.7.2.4 GRANDFATHERING OF EXISTING CAR REPAIRERS

Existing Car Repairers will be required to have experience/education in the following positions. If an existing employee wishes to be grandfathered, said employee must petition the Excel Committee within twelve (12) months and possess the required experience/education as set forth below. The following work experience will be required for an existing Car Repairers being

Grandfathered into Excel Incentive Positions:

TECHNICIAN

- Worked a minimum of five years troubleshooting and/or two years Control Inspection

- Must be able to read prints and schematic diagrams, use various meters

HVAC

- EPA Qualified
- Qualified in Specific Series HVAC Systems
- Worked an HVAC Position one year in the past three years- performed satisfactorily in position (i.e., Work Record Criteria, Section 3.8.6.)

CONTROLS

- Worked a Control Inspector Position a minimum of two years out of the last five- Picked and performed satisfactorily in position (i.e., Work Record Criteria, Section 3.8.6)

TRUCK SHOP

- Worked a Truck Shop Position a minimum of one year out of the last five Years - Picked and performed satisfactorily in position (i.e., Work Record Criteria, Section 3.8.6)

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

ATTACHMENT D

2000-2003 CTA-ATU Collective Bargaining Agreement

ATTACHMENT D

AREA 605

The Authority will revise its current method of operation with regard to the use of Area 605 employees, as follows:

As to picked jobs where there is the availability of extra board or pool personnel for replacement, the Authority agrees that:

1) No employee will be brought to the Disability Review Committee for consideration to transfer to Area 605, before 60 days of illness has elapsed, unless the prognosis is clearly for extended disability beyond the 60 day period.

2) If an employee is diagnosed as having an illness/injury that would preclude the employee from returning to his/her classification, the employee would be transferred to Area 605, prior to elapsing 26 weeks of disability.

3) An employee may be transferred to Area 605 prior to elapsing 26 weeks of disability, even if the medical prognosis/diagnosis allows for return to the employee's current classification, providing there would be no job search for an alternate placement.

   Should the employee produce a medical prognosis before a pick that will allow the employee to return to work at the time the pick is implemented, that employee will be permitted to pick. The employee will submit the prognosis to Personnel Administration. The prognosis will be reviewed by CTA physicians and if there is concurrence, the employee will be allowed to pick.

   Employees who are found fit to return to work between picks will be returned to active service in accordance with standard procedures.

4) Employees involved with Workers Compensation Claims will be transferred to Area 605 based upon reasonable medical prognosis.

5) If an employee is diagnosed to have an illness/injury that may disable the employee beyond the 26 week period, that employee may be transferred to Area 605.

6) The following letter will be sent to employees transferred to Area 605:

ROUTINE 605 LETTER

DISABILITY REVIEW COMMITTEE

Dear

This is to advise that at a recent meeting of the Disability Review committee, it was confirmed that your present medical condition does not meet the requirements for your current position. For administrative purposes, your records will be transferred to Area 605, Personnel Administration.

Within ten (10) working days from the date of the letter, a Personnel Department representative will contact you to arrange a personal interview to discuss your transfer to Area 605. Any questions you may have regarding the transfer will be answered during this interview. If you are in a Local 241 operating or maintenance classification that involves picking you must produce documentation that you will be fit to return to work before the effective date of the pick process in order to be eligible.

Sincerely,

Chairperson,
Disability Review Committee

cc: Personnel Administration
Medical
Department
Union
File (2)

7. Effective September 26, 1990, employees in Area 605 may be so classified for a period of up to two years, with the exception stated under 8(a) below. For all employees the first day the employee enters the sick book shall be the date from which the two year period shall be calculated.

8. The employer will notify employees in Area 605 no later than 90 days prior to the expiration of the two-year period and advise them of the following options available to them:

   a. Return to active, full-time permanent employment status if an approved, budgeted position is available and the Authority's medical department has found the employee fit for duty. If satisfactory medical evidence is submitted prior to the expiration of two years that the employee will be able to return to work within a year, the allowable time to return to active employment status will be extended for one additional year. The employee must respond before the expiration of the two year period if such a one-year extension is to be granted. Failure to respond and submit requisite medical evidence before the end of the two years will result in removal from the Area 605 classification. If the employee has not returned to active status by the end of that additional year, his/her Area 605 classification status will cease. The alternative options will then be available to the person whose 605 status has been extended.

   b. Occupational Injury Disability Pension;

   c. Non-occupational Disability Pension;

   d. Normal Retirement;

   e. Early Retirement; or,

   f. Administrative separation.

9. The work records of all persons in Area 605 shall be bridged during the time they are in Area 605.

ATTACHMENT E

ATTACHMENT E

CHICAGO TRANSIT AUTHORITY

Customer Assistant Agreement

AGREEMENT

THIS AGREEMENT, made this 3rd day of July, 1997, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union"),

WITNESSES:

WHEREAS, efficiencies and technologies have reduced and will shortly eliminate the function of Ticket Agent, but also create a need for Customer Service Representatives; and

WHEREAS, similar efficiencies have resulted in an elimination of the need for Part-Time Temporary Conductors; and

WHEREAS, as all of the above and other affected classifications are within the Union's representational jurisdiction; and

WHEREAS, the parties wish to protect the interests of employees within the above classifications while cooperating in the advancements being implemented;

NOW, THEREFORE, the parties agree as follows:

1. The parties recognize that all classifications in this agreement are within the bargaining unit represented by the Union.

2. The provisions affecting Ticket Agents and Customer Assistants are as follows:

   a. All employees originally hired as Ticket Agents will be transitioned to Customer Assistant, at the pay rate earned as a Ticket Agent, and without loss of benefits or seniority.

   b. Any such transitioned employee will be given opportunities to successfully complete the Customer Assistance Training Program. The first such opportunity will be paid training. Any succeeding training will be on the employee's own time.

c. The minimum or frozen pay rate of employees who satisfactorily complete the entire Customer Assistance Training Program will be that of a Conductor.

d. An employee may petition the Joint Union-Management Committee for an individual modification of Customer Assistant duties and responsibilities. Such a petition must state in writing the reason for an accommodation and the time period for which it is requested. The decision of the Joint Committee will determine what accommodations will be permitted and which work locations and times and days of weeks, the modified Customer Assistant will be allowed to pick.

e. Any former Ticket Agent who does not successfully complete the Customer Assistance Training Program or who is granted a modification in the Customer Assistance duties by the Joint Union-Management Committee will receive the previous Ticket Agent rate of pay as their frozen or minimum rate of pay, and this rate will be applicable when the former Ticket Agent works a Customer Assistant trick.

f. If the Authority's manpower requirement for staffing the Customer Assistant function have not been met by the employees' originally hired as Ticket Agents, then additional rail employees in the following order will transition into the Customer Assistant classification:

1. Employees who had frozen in another classification who were permitted to refreeze as Ticket Agents.

2. Employees hired as Combined Rail Operators who elected to freeze as a Ticket Agent.

3. Employees classified as permanent Conductors.

4. Part-Time Temporary Conductors in order of their hire date.

5. Employees frozen in another rail classification who select a vacant Customer Assistant position.

6. Part-Time Temporary Ticket Agents in order of their hire date.

All individuals in the above six categories must meet all Authority medical, physical and skill requirements for the Customer Assistant job classification.

g. Future employees will continue to be hired as Combined Rail Operators and must meet the qualification and training requirements for Customer Assistant, as well as Flagman, Conductor, Motorman, Rapid Transit Operator and, in the discretion of the Authority, either Switchman or Towerman. The employee must meet the qualification dates assigned by Rail Instruction or face disciplinary or administrative action, including discharge.

h. Future employees will initially be compensated in accordance with the provisions controlling the Ticket Agent classification under the parties' Wage and Working Conditions Agreement. If such employees eventually freeze as Customer Assistants, their minimum rate of pay will be that of a Conductor.

i. All employees currently classified as Part-Time Temporary Ticket Agents will be transitioned to Part-Time Temporary Customer Assistants, if they are able to satisfy the training, school enrollment and qualification requirements for this position. This classification of Part-Time Temporary Ticket Agents may be continued or eliminated in the discretion of the Authority.

j. All employees in the classifications of Agent Supervisors or Agent Instructors will be transitioned into the respective classification of Customer Assistant Supervisors or Customer Assistant Instructors, without loss of pay, benefits or seniority, if they successfully meet the Authority's training and qualification requirements for these qualifications.

k. In the discretion of the Authority, Customer Assistant tricks may be picked in blocks of five day per week.

l. The uniform for Customer Assistants will consist of all items of the traditional Conductor's uniform, except that the knit Motorman's shirt will be used in lieu of the uniform coat and tie.

m. All present employees classified as Customer Assistants will be eligible for a complete uniform allowance, payable in accordance with Article 4.6.I of the parties' Wage and Working Conditions Agreement, on their next and subsequent anniversaries of employment. In addition, present employees who do not already receive a uniform allowance are eligible for an additional uniform allowance of $200, authorized immediately in accordance with the voucher provisions of aforesaid Article 4.6.I, and are also authorized to use payroll deductions to finance an additional $200 toward the purchase of their initial uniform. Future employees will be governed by the provisions of the above Article 4.6.I.

3. Upon execution and implementation of this agreement, all interested current Part-Time Temporary Conductors will be transitioned to full-time CRO status, provided they successfully complete the normal transition and employment process. Such individuals will be immediately trained as Flagman, and will assist in ongoing and new construction activities.

This Agreement is limited to its subject matter and constitutes the full and complete agreement between the parties relating to this subject matter. The parties agree and acknowledge that the terms of this agreement shall apply without exception only to the present subject matter and shall not in any way or form be used as a precedent in any present or future controversies between the parties, or in any dispute, communication, grievance, arbitration, administrative actions or in any action at law or in equity, or in any judicial or administrative forum.

IN WITNESS WHEREOF, this Agreement is executed this 3rd day of July, 1997 by:

LOCAL 308, ATU

President and Business Agent

CHICAGO TRANSIT AUTHORITY

Vice-President
Rail Service Delivery

Vice-President
Human Resources

General Manager
Industrial Relations

Originated by:

Manager
Contract Administration

ATTACHMENT F-1

CHICAGO TRANSIT AUTHORITY
Transit Operations

Bus Operator Certification/Recertification Program

Lable

PURPOSE OF PROGRAM

As a responsible and safety conscious transit organization, the Chicago Transit Authority must address the concerns and recommendations made by the National Transportation Safety Board, a federal agency that oversees safety issues relating to all modes of transportation. To comply with a NTSB safety concern, the Authority is instituting an ongoing certification/recertification program to assure that employees who operate transit vehicles possess sufficient operating skills and job knowledge to provide safe, efficient and dependable transit service. It is also essential to the well-being of the Authority that our passengers and the public at large, are satisfied that their safety is our utmost concern and that they can depend on the competence of CTA employees who operate vehicles.

Our present system of certification of Bus Operator trainees during initial training assures that each trainee possesses the required knowledge and skills to operate a vehicle safely without the assistance of an instructor or line instructor. Recertification is a process that, by monitoring employees' performance on an ongoing basis, will provide continued assurance that each employee who operates a vehicle maintains an acceptable level of knowledge and skills throughout the employee's career.

CERTIFICATION OF NEWLY-TRAINED EMPLOYEES IN THE POSITIONS OF BUS OPERATOR, BUS SERVICE SUPERVISOR AND BUS INSTRUCTOR

All Bus Operators must be certified during initial training. The successful Bus Operator will receive a "certification card" which will expire two years from the date of certification. Bus Operators will be required to be recertified every two years prior to the expiration of the certification card.

All Bus Service Supervisors must be certified during training. The successful Bus Service Supervisors will receive a "certification card" which will expire two years from the date of certification. Bus Service Supervisors will be required to be recertified every two years prior to the expiration of the certification card. Bus Service Supervisor's recertification will include skills certification as a Bus Operator.

All Bus Instructors must be certified during training. The successful Bus Instructors will receive a "certification card" which will expire two years from the date of certification. Bus Instructors will be required to be recertified every two years prior to the expiration of the certification card. Bus Instructor's recertification will include skills certification as a Bus Operator and Bus Service Supervisor.

RECERTIFICATION SCHEDULE FOR CURRENT BUS OPERATORS, BUS SERVICE SUPERVISORS AND BUS INSTRUCTORS

All Bus Operators who possess a current and valid certification card will be issued a new certification card. Bus Service Supervisors and Bus Instructors are considered to be qualified and will be issued a certification card. Certification cards of employees who were hired in even-numbered years will expire during the first twelve-month period of the recertification program. Certification cards of employees who were hired in odd-numbered years will expire during the second twelve-month period of the recertification program.

Bus Service Supervisor's recertification will include skills certification as a Bus Operator.

Bus Instructor's recertification will include skills certification as a Bus Operator and Bus Service Supervisor

RECERTIFICATION PROCEDURE

Employees will be scheduled for training and testing on an employee's scheduled workday prior to the expiration of the employee's certification card.

- An employee will be notified a minimum of 60 days prior to the expiration date of his/her certification card of the need for recertification training and testing and of the date of their scheduled training and testing. Upon an employee's written request, training materials will be given to the employee.
- An employee who fails the recertification test will not be permitted to work and will be referred to individual retraining on the employee's next scheduled workday. If the CTA fails to schedule the employee on the employee's next scheduled workday, the employee will receive a minimum of eight (8) hours pay.
- An employee will not be allowed to work past the expiration of his/her card. However, in the event the CTA does not schedule an employee for training and testing prior to the expiration date of his/her certification, and the employee is available for such training and testing, the employee shall be paid lost time (actual scheduled work/run pay) until scheduled for training and testing by the CTA. Once an employee who was not available for Scheduled Training and Testing becomes available, the CTA will schedule the employee for the next available class with a vacancy.
- Failure to pass the recertification test will not be considered a disciplinary entry on an employee's record.
- The employee will have three opportunities to pass the recertification test. Thirty days following the third failure, the employee will be referred to the General Manager or designee for administrative separation. Prior to administrative separation, the General

Manager shall explore with the employee and his/her Union representative available employment alternatives such as non-posted transfers.

WRITTEN AND PERFORMANCE TEST

The written test will cover Authority rules, standard operating procedures, defensive driving principles, fares/fare collection procedures, customer service review, knowledge of equipment, troubleshooting and other general information. The test will also include questions based on the State of Illinois "Rules of the Road." Passing score on the written test will be 80%. All test questions will be referenced to published materials that have been issued and are currently available.

The performance test will consist of defensive driving practice operation and operational skills as outlined in the standard operating procedures. The employee's skills in all areas tested must be satisfactory.

COMPENSATION FOR TESTING

Employees will be paid for their first day spent in certification/recertification testing and training at their regularly scheduled rate of pay for their scheduled work/run. Employees who fail the certification/recertification test will be paid at their classified rate for all time required by the CTA for individual retraining and retesting with a minimum of eight (8) hours pay. However, notwithstanding the foregoing pay provision for employees who fail the certification/recertification test, such employees will receive credit only for overtime purposes, as if they had performed their regularly scheduled work/run. Overtime will be paid, if applicable, per the collective bargaining agreement in all of the foregoing circumstances.

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ATTACHMENT F-2

CHICAGO TRANSIT AUTHORITY
Transit Operations

Rapid Transit Operator Certification/Recertification Program

PURPOSE OF PROGRAM

As a responsible and safety conscious transit organization, the Chicago Transit Authority must address the concerns and recommendations made by the National Transportation Safety Board, a federal agency that oversees safety issues relating to all modes of transportation. To comply with a NTSB safety concern, the Authority is instituting an ongoing certification and recertification program to assure that employees who operate transit vehicles possess sufficient operating skills and job knowledge to provide safe, efficient and dependable transit service. It is also essential to the well-being of the Authority that our passengers and the public at large, are satisfied that their safety is our utmost concern and that they can depend on the competence of CTA employees who operate vehicles.

Our present system of certification of Rapid Transit Operator trainees during initial training assures that each trainee possesses the required knowledge and skills to operate a vehicle safely without the assistance of an instructor or line instructor. Recertification is a process that, by monitoring employees' performance on an ongoing basis, will provide continued assurance that each employee who operates a vehicle maintains an acceptable level of knowledge and skills throughout the employee's career.

CERTIFICATION OF NEWLY-TRAINED EMPLOYEES IN THE POSITIONS OF RAPID TRANSIT OPERATOR, SWITCHMAN, TOWERMAN, RAIL SERVICE SUPERVISOR AND RAIL INSTRUCTOR

All newly trained employees must be certified in each of their required classifications (Rapid Transit Operator, Switchman or Towerman) during initial training. The successful employees will receive a "certification card" which will expire two years from the date of initial certification. Each employee will be required to be recertified every two years prior to the expiration of the certification card. Employees will be required to have certification cards for every classification (Rapid Transit Operator, Switchman and Towerman) under which they work.

All Rail Service Supervisors must be certified during training. The successful Rail Service Supervisor will receive a "certification card" which will expire two years from the date of certification. Rail Service Supervisors will be required to be recertified every two years prior to the expiration of the certification card. Rail Service Supervisor's certification/recertification will include skill certification as a Rapid Transit Operator and Switchman.

All Rail Instructors must be certified during training. The successful Rail Instructor will receive a "certification card" which will expire two years from the date of certification. Rail Instructors will be required to be recertified every two years prior to the expiration of the certification card. Rail Instructor's certification/recertification will include skill certification as a Rapid Transit Operator, Switchman and Rail Service Supervisor.

RECERTIFICATION SCHEDULE FOR CURRENT RAPID TRANSIT OPERATORS, SWITCHMEN, TOWERMEN, RAIL SERVICE SUPERVISORS AND RAIL INSTRUCTORS

All current Rapid Transit Operators, Switchmen, Towermen, Rail Service Supervisors and Rail Instructors are considered to be qualified and will be issued a certification card. Certification cards of employees who were hired in even-numbered years will expire during the first twelve-month period of the recertification program. Certification cards of employees who were hired in odd-numbered years will expire during the second twelve-month period of the recertification program.

Each employee will be required to have certification cards for every classification (Rapid Transit Operator, Switchman and Towerman) under which they work.

Rail Service Supervisor's certification/recertification will include skill certification as a Rapid Transit Operator and Switchman.

Rail Instructor's certification/recertification will include skill certification as a Rapid Transit Operator, Switchman and Rail Service Supervisor.

RECERTIFICATION PROCEDURE

Employees will be scheduled for training and testing on an employee's scheduled workday prior to the expiration of the employee's certification card.

- An employee will be notified a minimum of 60 days prior to the expiration date of his/her certification card of the need for recertification training and testing. Upon an employee's written request, training materials will be given to the employee.
- An employee who fails the recertification test will not be permitted to work and will be referred to individual retraining on the employee's next scheduled workday (excluding Sunday).
- An employee will not be allowed to work past the expiration of his/her card. However, in the event the CTA does not schedule an employee for training and testing prior to the expiration date of his/her certification, employee shall be paid until scheduled for training and testing by the CTA.
- Failure to pass the recertification test will not be considered a disciplinary entry on an employee's record.
- The employee will have three opportunities to pass the recertification test. After the third failure, employee will be referred to General Manager or designee for administrative separation. Prior to administrative separation, the employee may apply for a non-posted transfer.

WRITTEN AND PERFORMANCE TEST

The written test will cover Authority rules, standard operating procedures, knowledge of equipment, troubleshooting and other pertinent information. All test questions will be referenced to published materials that have been issued and are currently available. The non-signal portion of the test will require a passing score on the non-signal portion of 85%; the signal portion of the test will require a passing score of 100%.

The performance test will consist of troubleshooting and operational skills. The employee's skills in all areas tested must be satisfactory.

COMPENSATION FOR TESTING

Employees will be paid for their first day spent in certification/recertification testing and training at their regularly scheduled rate of pay for their scheduled work. Employees who fail the certification/recertification test will be paid at their classified rate for all time required by the CTA for individual retraining and retesting with a minimum of eight (8) hours pay. Overtime will be paid per the collective bargaining agreement.

ATTACHMENT GA-1



CHICAGO TRANSIT AUTHORITY DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR EMPLOYEES IN SAFETY-SENSITIVE POSITIONS

Effective January 2018

Written January 1, 1995

Revised August 2002, August 2009, August 2011,
February 2014, and October 2018

Pursuant to an Ordinance of the Chicago Transit Authority

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I. OVERVIEW

Under the Drug-Free Workplace Act of 1988, the U.S. Congress required recipients of federal funds to take certain steps to provide for drug-free workplaces for their employees. Additionally, under the Omnibus Transportation Employee Testing Act of 1991, the U.S. Congress directed the Federal Transit Administration ("FTA") to issue regulations on drug and alcohol testing for public transportation workers in safety- sensitive positions.

In February, 1994, the FTA published regulations that prohibit illegal drug use and alcohol misuse by transit employees and require transit agencies to test for prohibited drug use and alcohol misuse (49 CFR Part 653, "Prevention of Prohibited Drug Use in Transit Operations" and 49 CFR Part 654, "Prevention of Alcohol Misuse in Transit Operations"). In addition, the U.S. Department of Transportation ("DOT") issued **49 CFR Part 40,** "Procedures for Transportation Workplace Drug and Alcohol Testing Programs", which describes the testing procedures to be followed.

On December 18, 2000, the DOT significantly revised the Part 40 regulations to update the rule and to address changes in technology, the testing industry, and the DOT's programs. Similarly, FTA updated, revised and combined its drug and alcohol testing rules (Part 653 and 654) into a new regulation, **49 CFR Part 655**. The new Part 40 and Part 655 went into effect on August 1, 2001. On June 25, 2008, the DOT again revised Part 40 to incorporate numerous provisions related to specimen adulteration and substitution. The majority of these changes became effective August 25, 2008. The remaining revisions became effective August 31, 2009.

This document sets forth the drug and alcohol policy and testing program ("the policy") of the Chicago Transit Authority ("the Authority") for employees in safety- sensitive positions and has been adopted by the Chicago Transit Authority Board of Directors pursuant to ordinance. It was developed to comply with the requirements identified in the foregoing laws and FTA and DOT regulations and to identify all of those instances when a CTA safety-sensitive employee will be subject to drug and/or alcohol testing. Where applicable, the document identifies those policies and procedures that are CTA-mandated and not required by the FTA.

In adopting this policy, the CTA does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are not inconsistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law or regulation presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

All covered employees are required to submit to drug and alcohol tests as a condition of employment.

II. INTRODUCTION

A. Policy Purposes

The Authority performs a vital service for the public. To ensure that this service is delivered safely, efficiently, and effectively, each employee of the Authority has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner.

The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or misuse of alcohol and other drugs by employees so that transit services are delivered safely, efficiently, and effectively.

This policy outlines four principles as a means to achieve the Authority's goal of providing a workplace free from the effects of drug and alcohol use and/or misuse for its employees. The first principle emphasizes deterrence from the use of drugs and alcohol in or affecting the workplace. The Authority will make education and training available for all employees regarding the effects of substance abuse on individuals and in the workplace. Supervisors and managers will receive specialized training in detection, early intervention, and enforcement.

The second principle is treatment and rehabilitation. The Authority maintains an Employee Assistance Program ("EAP") to assist employees with personal problems, including those surrounding the misuse of drugs and alcohol. The Authority supports rehabilitation before an employee's job is in jeopardy. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations.

The third principle is detection. Toward this end, the Authority employs six (6) FTA-mandated drug and/or alcohol tests in the following circumstances: pre-employment, reasonable suspicion, post-accident, random, return to duty, and follow-up.

Additionally, separate from any FTA requirements, the Authority mandates that all exempt and union represented employees covered by this policy submit to a drug and alcohol test based upon a physician's objective medical judgment, to satisfy EAP requisites, and certain pre-employment, post-accident, injury on duty and return to duty situations not otherwise covered by the FTA regulations. The foregoing drug and alcohol test policy will apply to all full-time, part-time, seasonal, and temporary employees of the Authority engaged in the performance of safety-sensitive functions. It also applies to: applicants for positions of employment involving the performance of safety-sensitive functions and employees of direct contractors engaged in the performance of safety-sensitive functions for the Authority.

The fourth principle is enforcement, which is essential if deterrence, rehabilitation, and detection are to be successful. All employees must be fit for duty as defined within this policy. Accordingly, the manufacture, distribution, dispensing, possession, or use of a drug or controlled substance contrary to the terms of this policy, and the use or possession of intoxicants contrary to the terms of this policy are prohibited.

B. Employee and Management Responsibilities

All employees of the Authority covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Authority's Vice President, Human Resources (or a designated representative) will monitor Department practices to ensure compliance with and answer any questions concerning the information presented in this policy. Contact information for program personnel is contained in Appendix A.

Employees are responsible for ensuring adherence to this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its

enforcement. To that end, the Authority prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability or any other basis protected by federal, state, or local laws.

C. Confidentiality

Confidentiality will be maintained throughout the drug and alcohol screening process. The Authority will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Authority, the specimen collection site, testing laboratory, medical review officer, ("MRO"), breath alcohol technician ("BAT"), and the substance abuse professional ("SAP") will be held to the strict confidentiality requirements consistent with FTA and DOT regulations as specified in 49 CFR 40 Subpart P, "Confidentiality and Release of Information" and 49 CFR 655.73, "Accessibility to facilities and records".

EAP personnel will be expected to carry out all actions relative to this policy in a manner which respects the dignity and confidentiality of those involved. EAP records are regarded as confidential medical records and are not available for inspection by anyone except EAP staff absent a written release of information by the employee. EAP personnel will release information to personnel of the Authority only on a need-to-know basis subject to advance notice to the employee. In any case where the employee raises a claim against the Authority involving the quality of care or services rendered by the EAP, the employee shall be deemed to have waived his/her right to confidentiality and the Authority shall have the right to explore thoroughly and evaluate the employee's participation in the EAP.

An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/ her drug or alcohol tests. The Authority shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested.

III. IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG AND ALCOHOL-FREE WORKPLACE

A. Deterrence

1. Fitness for Duty

Separate from any FTA requirements, the Authority has determined that an employee is fit for duty when he/she is able to perform his/her job duties and has the ability to work in a constant state of alertness and safe manner, including when he/she is ready for work or working without the presence of any alcohol or the presence of any specified drugs or their metabolites as prescribed by 49 CFR Part 40 and 655. Employees must understand that they are responsible for assuring that their job conduct is safe and appropriate.

An employee is "on duty" or "subject to duty" within the meaning of this provision:

- On his/her regularly scheduled days from the time he/she arrives on CTA's property until the time he/she completes his/her work assignments and leaves CTA's property.

- When reporting for a physical examination as a requirement of his/her position of employ.

- When the employee has volunteered or has been assigned extra work in his/her day off or vacation.

- Prior to the start of duty, when told in advance that he/she is expected to be on duty within the next eight (8) hours.

2. Reporting the Use of Prescription Drugs or "Over-the- Counter" Medication

Separate from any FTA requirements, safety-sensitive employees are required to report to the Authority the use of prescription drugs and "over-the-counter" medication if the physical, mental, or emotional health of the employee is impaired or becomes impaired, or changes significantly through the use of such a prescription drug or "over-the-counter" medication. Employees must have the ability to work in a constant state of alertness and safe manner. A physician designated by the Authority will make the determination as to whether there is a possibility that the employee's performance of essential functions of the job may be affected or compromised by the employee's use of any such drug or medication or that the safety of the employee, his/her co-workers, or the public is, or could be, in jeopardy. If it is concluded that there is such a possibility and a reasonable accommodation pursuant to the Americans with Disabilities Act cannot be made, the employee will be considered unfit for duty and will be removed from service. The employee will remain out of service but only for such a reasonable period of time as is necessary for the employee to be cleared to return to work by an Authority-designated physician.

Safety-sensitive employees who fail to report their use of prescription drugs or "over-the-counter" medication in accordance with this section may be subject to progressive discipline up to and including discharge.

3. Education and Training

The Authority recognizes that education and training of its workforce and supervisors are major components of a successful drug and alcohol program. To that extent:

- All employees subject to testing under this policy will be given a copy of the policy.

- The Authority will make copies of 49 CFR Parts 40 and 655 readily available upon request of any employee subject to testing under this policy.

- The Authority will display and distribute informational material about the effect of drugs along with a community service hotline telephone number to assist employees who may be experiencing problems with prohibited drugs.

- The Authority will distribute informational material about the signs and symptoms of an alcohol problem and the effects of alcohol misuse on an individual's health, work, and personal life.

- Safety-Sensitive employees will receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use on personal health, safety,

and the work environment and on the signs and symptoms that may indicate prohibited drug use.

- Supervisors and/or other company officers authorized by the Authority to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, speech and performance indicators of probable drug use and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol use.

In addition to the foregoing education and training requirements mandated by the FTA, the Authority will consider and implement such other education and training programs as will help promote safety goals, maintain the integrity of the Authority's drug and alcohol testing program, and enhance the benefits of that program.

B. Treatment and Rehabilitation–Employee Assistance Program ("EAP") for Substance Abuse

In order to promote a drug and alcohol-free environment, the Authority will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, separate from any programs regarding drug and alcohol testing mandated by the DOT and FTA, the Authority has established and encourages the use of its Substance Abuse Professional (SAP) and Employee Assistance Program ("EAP"). The SAP and EAP were established in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation.

Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations. Union Represented Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Exempt employees are only eligible for EAP for Substance Use on a volunteer basis. Any questions regarding the Authority's EAP should be referred to the Authority's Vice President, Human Resources (or a designated representative).

IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. General Conditions

1. Persons Subject to Testing

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment:

- All full time, part time, seasonal, and temporary employees of the Authority engaged in the performance of safety-sensitive functions;

- Applicants for or transfers into positions of employment with the Authority involving the performance of safety-sensitive functions; and

- Employees of direct contractors engaged in the performance of safety-sensitive functions for the Authority.

A "safety-sensitive function" means any of, but not limited to, the following duties:

- Operating a revenue service vehicle (including when not in revenue service).
- Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
- Carrying a firearm for security purposes.
- Additional Safety-Sensitive functions may be found in the position description for a particular job.

Included in the foregoing are supervisors who in fact perform safety- sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded.

All Authority positions and their duties have been reviewed. Attached to this policy as Appendix E is a list of the safety-sensitive position titles identifying the persons subject to drug and alcohol testing based on this review. Every employee of the Authority who performs a safety-sensitive function must participate in this program as a condition of employment.

2. Prohibited Behavior/Drugs

Pursuant to the FTA regulations, all persons covered by this policy are prohibited at all times from using any of the following five (5) substances: marijuana; cocaine; opioids; amphetamines (includes Methamphetamines, MDMA, MDA); and phencyclidine. DOT expanded its drug testing panel in January 2018 to include four (4)"semi-synthetic" opioid drugs: hydrocodone, hydromorphone, oxycodone and oxymorphone. Covered employees may be tested for drugs at any time while on duty. Pursuant to the FTA requirements, each employee covered by this policy will be required to submit to drug testing administered in accordance with any of the following circumstances as described in detail in each case in Section IV.B.1.a. through f. of this policy: pre- employment; post-accident; reasonable suspicion; random; and return to duty and follow-up.

Additionally, separate from any DOT and FTA requirements:

- All persons covered by this policy are prohibited from using any of the following five (5) additional substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene.
- The illegal use or abuse of any controlled substances*, Schedules I-V by Authority employees at any time is prohibited.

- Reporting for work in an impaired condition due to the use of a legally prescribed controlled substance Schedules II-V is prohibited.

- An employee may not have a legally prescribed controlled substance Schedules II-V in his/her system from the time of reporting for work until the conclusion of the workday unless employee has successfully passed a Fit for Duty medication evaluation from the Authority's third party medical service provider and/or MRO.

- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance.

- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance and/or testing adulterants and substituting contraband on Authority property by any person at any time also is prohibited.

** "Controlled substance" means any of those substances identified in Schedules I through V of 21 CFR 1308. The terms "drugs" and "controlled substances" are interchangeable and have the same meaning.*

3. Prohibited Behavior/Alcohol

a. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No Authority supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater shall permit the employee to perform or continue to perform safety-sensitive functions.

b. On Duty Use

All persons covered by this policy are prohibited from using alcohol while on CTA property and/or performing safety-sensitive functions. No Authority supervisory person having actual knowledge that a covered employee is using alcohol while on duty and/or performing safety-sensitive functions shall permit the employee to perform duties and/or continue to perform safety-sensitive functions.

c. Pre-Duty Use

(1) General

All persons covered by this policy are prohibited from using alcohol within four (4) hours prior to performing safety-sensitive functions. No Authority supervisory person having actual knowledge that a covered employee has used alcohol within four (4) hours of performing a safety-sensitive function shall permit the employee to perform or continue to perform safety- sensitive functions.

(2) Employees Required to Report for Call

Employees who are in the work book and required to report for call

are subject to the restrictions identified in subparagraphs IV.A.3.a, b, and c(1). Upon receiving a call to report to duty, the following shall apply:

(a) The safety-sensitive employee will be allowed to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety-sensitive function.

(b) The safety-sensitive employee must take an alcohol test if the covered employee has acknowledged the use of alcohol but claims the ability to perform his/her safety-sensitive function.

d. Use Following An Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol for eight (8) hours following the accident or until he/she undergoes a post- accident test, whichever occurs first.

e. Other Alcohol Related Conduct

No Authority supervisory person shall permit a covered employee tested under the provisions of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions until:

a. The employee's alcohol concentration measures less than 0.02; or

b. The start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

B. Detection

All covered employees are required to submit to drug and alcohol tests conducted in compliance with 49 CFR Parts 40 and 655.

1. Circumstances for Testing

a. Pre-Employment

All applicants for employment in safety-sensitive positions or employees being transferred into safety-sensitive positions will be informed in writing of the need to pass a required drug test as a condition of employment. No applicant or employee will be hired or transferred into a position involving the performance of safety- sensitive functions until CTA has received a verified negative drug test result. If a drug/alcohol test is cancelled or has a negative-dilute result, the Authority shall require the applicant to submit to and pass another test.

When a safety-sensitive employee or applicant has previously failed or refused a DOT pre-employment drug and/or alcohol test, the employee must provide proof of having successfully completed a referral, evaluation and treatment plan meeting DOT requirements. Additionally, any employee who has not performed a

safety-sensitive function for ninety (90) consecutive calendar days regardless of the reason, and the employee has not been in the Authority's random selection pool for at least 90 days, shall be required to take a pre-employment drug test with a verified negative result. If a pre-employment drug test is cancelled, the Authority shall require the applicant or employee to submit to and pass another test. All costs associated with the testing of a split sample shall be borne by the applicant.

b. Reasonable Suspicion Testing

All safety-sensitive employees covered by this policy shall submit to drug and/or alcohol tests when the Authority has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. The Authority may direct a safety-sensitive employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A safety-sensitive employee may be directed to undergo reasonable suspicion testing for drugs at any time while on duty.

A supervisor(s) or other company official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report, a sample of which is attached as Appendix B.

If an alcohol test is not administered within two hours following the determination to conduct a reasonable suspicion test a record stating the reasons the alcohol test was not promptly administered shall be prepared and maintained on file. If an alcohol test is not administered within eight hours following the determination to test, attempts to administer an alcohol test must cease and the record shall be updated with the reason for not administering the test.

c. Post-Accident

All safety-sensitive employees covered by this policy who are involved in an accident will be required to submit to a drug and alcohol test. An "accident" is defined under 49 CFR Part 655.4 as an occurrence associated with the operation of an Authority vehicle in which:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;
- The public transportation vehicle involved is a bus, van, or automobile in which one or more vehicles (including non- FTA funded vehicles) incurs disabling damage as a result of the occurrence and is transported away from the scene by a tow truck or other vehicle; or
- The public transportation vehicle involved is a railcar and is removed from

operation.

In the case of any accident involving a fatality, each surviving safety-sensitive employee operating the Authority vehicle at the time of the accident will be tested. Additionally, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Authority using the best information available at the time of the accident, will be tested.

In the case of any accident not involving a fatality, each safety-sensitive employee operating the Authority vehicle at the time of the accident will be tested unless the Authority determines, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, for all nonfatal accidents, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Authority using the best information available at the time of the accident, will be tested.

Disabling damage means damage which prevented the departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail lights, turn signals, horn, or windshield wipers that makes them inoperative.

A decision not to administer a drug and alcohol test under this section, using the best available information at the time of the determination that the employee's performance could not have contributed to the accident, must be documented in detail, including the decision-making process used to reach the decision not to test.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the accident. If an alcohol test is not administered within two (2) hours following the accident, the Authority will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease.

If the Authority is not able to complete testing during this time frame, the Authority may utilize testing performed by Federal, State, or local officials to effectuate the purposes of this policy. The Authority will only utilize such testing when the testing conforms to the applicable Federal, State, or local testing requirements.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a safety-sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

An employee subject to post-accident testing who fails to remain available for such testing, including notifying the Authority of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing.

d. Random

All safety-sensitive employees covered by this policy will be subject to FTA mandated random drug and alcohol testing. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. Testing rates will meet or exceed the minimal annual percentage rate set each year by the DOT Administrator. The current year testing rates can be viewed on the Internet at http://www.dot.gov/odapc/random-testing-rates . The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year including all days and hours during which safety-sensitive functions are performed, so as to ensure that all employees have a reasonable expectation that they might be called for a test on any day they are at work. Once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site.

Each employee selected for testing shall be tested during the selection period. A covered employee shall only be randomly tested for alcohol misuse just before, during, or after the performance of safety-sensitive functions by the employee. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Employees may only be excused from random testing if they are unavailable for the entire selection period. All selected employees who are available for testing within the selected period shall be tested.

e. Return to Duty

Any employee returning to a safety-sensitive position following a verified positive drug test result, an alcohol result of 0.04 or greater, or a refusal to submit to a test, will be required to be evaluated by a SAP, successfully complete a SAP recommended treatment and/or education program, and complete a return to duty test with a negative test result.

The employee must have a verified negative drug test result and/or alcohol test result of less than 0.02 to return to duty to perform a safety-sensitive function. If a drug test is cancelled, the employee will be subject to and required to pass another drug test.

In accordance with the federal regulations 49 CFR Part 40 Section 40.67, effective August 31, 2009, all return to duty drug testing will be conducted under direct observation.

f. Follow-Up

An employee who has returned to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol test of 0.04 or greater, or a refusal to submit to a test will be subject to unannounced follow-up testing for at least

twelve (12) months but not more than sixty (60) months. The frequency and duration of the follow-up testing will be determined by the SAP, but subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty. The SAP shall document the basis upon which a determination of follow-up testing in excess of both twelve (12) months and twenty four (24) months has been made.

In accordance with the federal regulations 49 CFR Part 40 Section 40.67, effective August 31, 2009, all follow-up testing will be conducted under direct observation.

Follow-up testing is separate from and in addition to the Authority's random testing program. Employees subject to follow- up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

The requirements of the SAP's follow-up plan "follow the employee" to subsequent employers or through breaks in service.

g. Non-FTA Testing

Separate from any FTA requirements, all applicants for employment in safety-sensitive positions or employees being transferred or reinstated into safety-sensitive positions will be required to submit to and pass a pre-employment drug and/or alcohol test administered as part of the pre-employment physical examination. If a pre-employment drug or alcohol test is cancelled, the Authority shall require the applicant to submit to and pass another test.

In addition from any FTA and DOT requirements, all Authority-mandated drug testing will be performed to detect for the presence of the following five (5) substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene, in addition to the five (5) substances tested under the DOT testing regulations. Cutoff levels for the substances tested under the DOT testing regulations are those provided in 49 CFR Part 40.

Also separate from any FTA requirements, the Authority requires that all employees covered by this policy submit to a drug and alcohol test:

i. In the event of an accident or any other incident involving a possible claim of injury or property damage not otherwise covered by the FTA regulations. At least one (1) non-bargaining unit employee shall complete a Condition of Employee Report.

ii. Based upon a physician's objective medical judgment.

iii. During a return to duty physical examination not otherwise covered by the FTA regulations for any employee performing or supervising an operating function.

iv. To satisfy EAP requisites.

v. When the Authority has reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse when the employee is on Authority property or during the employee's tour of duty but is not otherwise covered by the FTA regulations.

vi. If a drug/alcohol test is cancelled or has a negative-dilute result, the Authority shall require the employee to submit to and pass another test.

2. Conduct that Constitutes a Refusal to Submit to a Test

The following conduct will be regarded by the Authority as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within the time allotted by the Authority after being directed to do so by the Authority.
- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a sufficient amount of urine, breath, and/or saliva (if the FTA approves the saliva process) and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure to permit a directly observed or monitored collection when required per CFR 49 Part 40 Section 40.67.
- Failure or declining to take a second test the Authority or collector has directed the employee to take.
- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre- employment test is conducted following a contingent offer of employment.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.
- Failure to cooperate with any part of the testing process. (e.g. refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or

other device that could be used to interfere with the collection process.

- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.

- Admitting to the collector or MRO that the employee adulterated or substituted the specimen.

- An adulterated or substituted test result verified by an MRO.

V. METHODOLOGY

The Authority's testing program will conform to the standards established by the DOT in 49 CFR Part 40 as amended. All employees subject to testing under this policy will be given notice of the implementation of the policy. The Authority will make copies of 49 CFR Parts 40 and 655 readily available upon request of any employee subject to testing under this policy.

Separate from any FTA and DOT requirements, all Authority-mandated drug testing will be performed to detect for the presence of the following five (5) substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene, in addition to the five substances tested under the DOT testing regulations. **Cutoff levels for the substances tested under the DOT testing regulations are those provided in 49 CFR Part 40.**

VI. ENFORCEMENT OF POLICY

A. Consequences of Verified Positive Drug Test, Refusal to Submit to a Drug Test, or Other Violation of the Policy

1. Applicants for Employment

An applicant for safety-sensitive employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be provided with a list of SAP's.

Additionally, separate from any FTA mandated requirements, any applicant for safety-sensitive employment covered under this policy who has a verified positive drug test result, refuses to submit to a drug test, or violates any other provision of this policy will be disqualified from consideration for employment with the Authority for a period of at least one (1) year from the date of testing.

2. Employees

Any safety-sensitive employee who has a verified positive drug test result or refuses to submit to a drug test will be removed immediately from performing any safety-sensitive function until or unless the employee successfully completes the return to duty process set forth in 49 CFR 40 Subpart O.

Additionally, separate from any FTA mandated requirements, any safety-sensitive employee covered under this policy who has a verified positive drug test result, refuses to submit to a drug test, or violates any other provision of this policy

will be subject to the provisions contained in Attachment H of the parties' collective bargaining agreement.

B. Consequences of Misuse of Alcohol, Refusal to Submit to an Alcohol Test, or Other Violation of the Policy

Any covered employee who has an alcohol concentration of 0.04 or greater or refuses to submit to an alcohol test, will be removed immediately from performing any safety-sensitive function, until or unless the employee successfully completes the return to duty process set forth in 49 CFR 40 Subpart O.

Additionally, separate from any FTA mandated requirements, any employee covered under this policy who has an alcohol concentration of 0.04 or greater, refuses to submit to a test, or violates any other provision of this policy will be subject to the provisions contained in Attachment H of the parties' collective bargaining agreement.

In the event of a positive alcohol test of 0.02 or greater but less than 0.04, the employee shall not be permitted to perform or to continue to perform safety-sensitive functions until:

i. The employee's alcohol concentration measures less than 0.02; or

ii. The start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

C. Union Involvement

Separate from any FTA or DOT requirement, if the Authority orders a union represented employee to submit to a drug and/or alcohol test:

- With respect to Sections IV.B.1.b, IV.B.1.c., and IV.B.1.g.i, and IV.B.1.g.iv, the Authority shall make a good faith effort to allow the union represented employee being ordered to submit to the test to have the opportunity to consult with a Union representative before submitting to the test, provided, however, that the failure of the Union representative to be present within thirty (30) minutes after notification to the Union in accordance with the procedure set forth below shall in no way affect the requirement of submission to the test if any of the conditions set forth in Sections IV.B.1.b, IV.B.1.c., IV.B.1.g.i, and IV.B.1.g.iv has been met.

- With respect to Section IV.B.1.g.ii, the Authority shall allow the union represented employee being ordered to submit to the test a reasonable opportunity to consult with a Union representative before submitting to the test unless the consultation would result in a delay in administering the test.

As regards the foregoing, the Authority shall notify the employee's union that one of its bargaining unit employees is being ordered to submit to testing as follows:

- Between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, the Authority shall call the employee's Union at the Union office.

- At all other times, the Authority shall call the Union at the telephone number of the

Board member at the specific location.

The Union reserves the right to change said notification telephone numbers upon fourteen (14) days advance written notice to Human Resources..

Notification to the Union is not necessary if a Union representative is present at the time the request is made, or if a situation exists which reasonably prevents the Authority from notifying the Union. In the event the Authority fails to notify the Union because it claims to have been reasonably prevented from doing so, the burden of showing such will be on the Authority.

The Authority shall, upon written permission of the employee, notify the Union of the results of any alcohol test within sixty (60) hours after the union represented employee has submitted to the test and/or within sixty (60) hours after the MRO has verified a positive drug test result with the employee; except that results of tests conducted pursuant to Section IV.B.1.g.iii shall be reported only where positive and results of tests pursuant to Section IV.B.1.g.iv shall be reported only where the employee has been found fit to work and the test results are positive. The Authority shall make available to the Union a copy of the testing result from the Medical Review Officer within twenty-four (24) hours after the report is received by the Authority upon written permission of the union represented employee.

Employees shall be reinstated to active status pending the result of any drug and alcohol test conducted pursuant to Sections IV.B.1.e. or IV.B.1.g.iii. If the test results show the presence of any controlled substance or alcohol, the employee shall be removed from service immediately and the Authority shall take further action consistent with the terms and provisions of this policy.

If the results of a drug test show the presence of any controlled substance, the employee shall have the right to request the split portion of the sample to be sent for testing to another DHHS-certified laboratory for analysis within seventy- two (72) hours of notification by the MRO to the employee of the positive test. All the costs associated with the storage of the split sample shall be borne by the Union.

D. Consequences of Negative Test for Union Represented Employees

Separate from any FTA or DOT requirements, if the analysis of the employee's urine, and/or breath specimen, and/or saliva (if FTA approves the saliva process) procured in connection with a drug or alcohol test conducted pursuant to Sections IV.B.1.b or IV.B.1.g establishes that the specimen is negative for the presence of controlled substances in conformity with 49 CFR Part 40 as amended, the employee shall be compensated for all time lost from work directly attributable to the order to take the test, provided there are no other rule violations which give rise to the order to take the test. Additionally, the employee shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate for all hours or portions thereof in excess of his/her scheduled work day that the employee is involved in activities directly attributable to the order to take the test. Further, if the order by the Authority to submit to the test has been made pursuant to Section IV.B.1.b above, and the analysis shows the employee is to be considered to have been unimpaired, the employee shall have the right to request a meeting to include the employee, a Union Representative, a member of the Human Resources Department, and the person who requested the employee to take the test. The Union shall notify the Authority in writing within fourteen (14) days after the results of the tests are available of the employee's request

for a meeting, and the meeting shall be scheduled at the convenience of the parties, but no later than fourteen (14) days after receipt by the Authority of the request, circumstances permitting. Whenever possible, the meeting will be scheduled during the employee's regular working hours, and the employee will be compensated at his/her regular rate of pay for any time lost. In the event the meeting cannot be scheduled during the employee's regular working hours, the employee shall be paid an amount equal to four (4) hours pay as compensation for the time spent at the meeting.

E. Dilute Specimen

Negative dilute results with a creatinine concentration equal to or greater than 2mg/dL, but less than or equal to 5mg/dL, will require an immediate recollection under direct observation. Negative dilute results of greater than 5mg/dL will require the employee to take another test immediately. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

VII. GRIEVANCE-ARBITRATION PROCEDURE FOR UNION REPRESENTED EMPLOYEES

Separate from any FTA or DOT requirement, any dispute concerning this policy shall be subject to the parties' grievance-arbitration procedures contained in their collective bargaining agreement.

VIII. APPLICABILITY OF POLICY TO AUTHORITY CONTRACTORS

All Authority contractor employees, and employees of third party contractors which operate transportation service for Authority contractors, who are engaged in the performance of safety-sensitive functions for the Authority are subject to the provisions of 49 CFR Parts 40 and 655, including the adoption of a drug and alcohol policy which complies with these regulations. Any contractor employee who violates these provisions will not be allowed to perform safety-sensitive functions in the Authority-funded service.

Contractors are required to ensure compliance with the applicable provisions of 49 CFR Parts 40 and 655 and must provide timely data to the Authority, as requested by the Authority, in order that the Authority may include such information in its mandated reports to the DOT and FTA. The Authority will make every reasonable effort to assist contractors in compliance, which may include offering Authority-obtained services for testing, MRO, and SAP reviews, and education and training, for the fee(s) charged to the Authority

IX. DRUG AND ALCOHOL TESTING SECTION OF THE COLLECTIVE BARGAINING AGREEMENT

This policy supersedes all prior Drug and Alcohol Policies. For Union Represented Employees, this policy supersedes all prior Drug and Alcohol Policies and shall be appended to the parties' collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING

(1) To the extent any inconsistencies arise between the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety-Sensitive Employees ("the Policy") and any federal, state, or local laws, regulations, and ordinances, the latter shall control and shall supersede any inconsistent provisions of the Policy.

(2) Appendix E: List of Safety-Sensitive Employees attached to the Policy set forth certain classifications of employees that the Authority deems to be "safety-sensitive" employees. The Unions preserve any and all claims and defenses either may have relative to whether any particular classification of employee has been properly included or excluded from Appendix E.

APPENDIX A

POLICY AND PROGRAM PERSONNEL

- Vice President, Alex Moreno - Human Resources
  amoreno@transitchicago.com / 312-681-2600

- Drug and Alcohol Program Manager and Designated Employer Representative (DER)
  Marie Marasovich - Human Resources
  mmarasovich@transitchicago.com / 312-681-2223

- Substance Abuse Professional (SAP), Mark Ketterson - Human Resources
  mketterson@transitchicago.com / 312-681-2216

- Drug and Alcohol Hotline
  312-681-2225 ext. 5

APPENDIX B

CONDITION OF EMPLOYEE REPORT FORM 3134

CONDITION OF EMPLOYEE

EMPLOYEE DATA

Name _____ Badge # _____

Work Location _____ Classification _____

Date _____

Time Started Work _____ Time of Observation Accident/Incident _____

OBSERVATION

BALANCE =	UNSURE	☐	QUESTIONABLE	☐	SURE	☐
WALKING =	UNSTEADY	☐	QUESTIONABLE	☐	STEADY	☐
SPEECH =	SLURRED	☐	QUESTIONABLE	☐	CLEAR	☐
BEHAVIORS =	UNCOOPERATIVE	☐	QUESTIONABLE	☐	COOPERATIVE	☐
EYES =	BLOODSHOT	☐	QUESTIONABLE	☐	CLEAR	☐
BODY ODOR =	STRONG	☐	WEAK	☐	NONE	☐

QUESTIONS TO EMPLOYEE

Are you ill or injured? Yes ☐ No ☐

Explain the reason for your physical condition: _____

TEST NOTIFICATION

Please answer all questions:

1. Was employee ordered to submit to breath and urinalysis test? (Must attach Test Notification – Form 7785) Yes ☐ No ☐
2. Did Employee refuse breath and urinalysis test? Yes ☐ No ☐
3. Was employee informed of consequences for refusing test? Yes ☐ No ☐
4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Yes ☐ No ☐
   Time of union notification _____

CTA'S OFFICIAL STATEMENT

Please check reason for report: Accident ☐ Incident ☐ Observation ☐ Other ☐

Please write brief statement identifying why test is being conducted: _____

CTA Supervisor/Official: _____ Date and Time Written: _____

Observation Confirmed By: _____ Date and Time Written: _____

cta 3134 (Rev. 08/04) Human Resources

DISTRIBUTION:
White – Work Location
Canary – Accident/Incident File

APPENDIX C

DRUG AND ALCOHOL TEST NOTIFICATION FORMS 7785.01, .02, and .03

CTA DRUG AND ALCOHOL TESTING NOTIFICATION for Injury on Duty (IOD)

If IOD needed immediate medical attention away from scene of accident and involves a CTA vehicle/railcar, you must use the Post-Accident Notification form (cta form 7785.02).

SECTION A: CTA NOTIFYING AGENT MUST COMPLETE BUS ☐ RAIL ☐ MAINT ☐ OTHER ☐ (SPECIFY)

Employee (EE) Name - LAST:_____ FIRST:_____

EE Job Title:_____ Work Location:_____ Badge#:_____

Work Injury Date:_____ (MM/DD/YY) (A)Work Injury Time:_____ (Use 24-Hour Clock) Time Control Center Notified:_____ (Use 24-Hour Clock)

Time EE Sent to Clinic or Time Collector Arrived To Test EE:_____ (Use 24-Hour Clock) Time EE Notified To Submit:_____ (Use 24-Hour Clock)

Test Type: ☐ Possible Claim of Injury

If 2 hours have passed since Work Injury Time and Time Employee Notified To Submit, explain reason for delay in testing below:

Delay in Testing: If the employee alcohol test is not administered within two (2) hours following the injury the reason why testing was not promptly administered must be documented. In the event that an alcohol test is not administered within eight (8) hours following the injury, stop or further effort to administer alcohol test and document reasons. If the event's drug test is not administered within 32 hours following an injury, do not administer drug test and document reasons.

Reasons For Not Testing: If you can determine, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the injury, you do not need to test employee. - State Reason Below As To Why Employee Was Not Tested: *Use back of form if needed.*

Please be sure EE was not already tested by mobile unit or injury care clinic before contacting Control or before submitting for test.

CTA Notifying Agent Printed Name CTA Notifying Agent Signature Badge #

SECTION B: EMPLOYEE TO READ AND SIGN

You are notified that you are to submit to a drug and alcohol test in accordance with CTA regulations. You are to report immediately to the clinic or testing location as directed by the above noted CTA Notifying Agent. You will not be considered to have reported as directed, or your refusal to fully participate in or attempt to circumvent the testing process is considered a violation of CTA rules for which you will be subject to disciplinary action up to and including discharge. If your first attempt to provide a suitable breath or urine specimen is unsuccessful, you must try again. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge. A copy of the testing protocol is available upon request. Employee must retain this form to the CTA Notifying Agent immediately upon completion of testing process.

Employee Signature Badge # Date (MM/DD/YY)

SECTION C: COLLECTOR MUST COMPLETE

Time Collector Received Call From Control Center:_____ (Use 24-Hour Clock) Time Collector Arrived At Work Location:_____ (Use 24-Hour Clock)

If Collector's arrival time is more than one (1) hour after receiving call from Control Center, Collector must state reason for delay in arrival below:

If 8 hours have passed since Work Injury Time (A.A.) DO NOT perform BAT

☐ Alcohol – Time Alcohol Test Began:_____ (Use 24-Hour Clock) Time Alcohol Test Completed:_____ (Use 24-Hour Clock)

I certify that I did not perform BAT after 8hrs of Start of Incident Time (A.A.):_____ (please initial)

If 32 hours have passed since Work Injury Time (A.A.) DO NOT perform drug test

_____☐ Drug – Time Drug Test Began:_____ (Use 24-Hour Clock) Time Drug Test Completed:_____ (Use 24-Hour Clock)

_____☐ FTA Direct Observation *(if applicable)*

I certify that I did not perform Drug test after 32hrs of Start of Incident Time (A.A.):_____ (please initial)

Collector Printed Name Collector Signature Date (MM/DD/YY)

cta 7785.01 (Rev 9/16) HR/ Drug and Alcohol Compliance, DAC.doc

CTA/FTA DRUG AND ALCOHOL TESTING NOTIFICATION for Post-Accident

Distribution:
White – Work Location Copy
Canary – HR, DDC
Pink – Employee Copy
Rockwood – Colonial Copy

DO NOT use this form for injuries on duty if no vehicle or railcar was involved; use IOD testing form (cta form 7785.01).

SECTION A: CTA NOTIFYING AGENT MUST COMPLETE BUS ☐ RAIL ☐ MAINT ☐ OTHER ☐ (SPECIFY)_____

Employee (EE) Name - LAST:_____ FIRST:_____

EE Job Title:_____ Work Location:_____ Badge#:_____

FTA Post-Accident Type (Choose ONE that applies to accident):

☐ Human Fatality ☐ Public transit vehicle or rail vehicle removed from service

☐ Individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident

CTA Post-Accident Type (Do NOT choose one if you checked a FTA Type above):

☐ Possible Claim of Injury ☐ Property Damage

Accident Date:_____ (MM/DD/YYYY) (A) Accident Time:_____ (Use 24-Hour Clock) Time Control Center Notified:_____ (Use 24-Hour Clock)

Time Collector Arrived:_____ (Use 24-Hour Clock) Time Employee Notified To Submit:_____ (Use 24-Hour Clock)

If 2 hours have passed since Start of Accident Time and Time Employee Notified To Submit, explain reason for delay in testing below.

Delay In Testing: In the event a alcohol test is not administered within two (2) hours following the accident the reason why testing was not promptly administered must be documented. In the event that an alcohol test is not administered within eight (8) hours following the accident, make no further effort to administer alcohol test and document reason. In the event a drug test is not administered within 32 hours following an accident, do not administer drug test and document reason. (49 CFR Parts 655.44 (a) & (b)) Use back of form if needed.

_____

Reasons For Not Testing (applies only to accident accidents): If you are otherwise, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident, you do not need to test employee. (49 CFR Part 655.44 (a))
State Reason Below As To Why Employee Was Not Tested: Use back of form if needed.

_____

_____

CTA Notifying Agent Printed Name CTA Notifying Agent Signature Badge #

SECTION B: EMPLOYEE TO READ AND SIGN

You are notified that you are to submit to a drug and/or alcohol test in accordance with FTA/CTA regulations. You are to report immediately to the designated testing location as directed by the above noted CTA Notifying Agent. Your failure to immediately report as directed, or your refusal to fully participate in or attempt to compromise the testing process is considered a violation of federal regulations and/or CTA rules that may result in disciplinary action up to and including discharge. If your first attempt to provide a suitable breath or urine specimen is unsuccessful, you must make try again. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge. A copy of the testing protocol is available upon request. Employee must return this form to the CTA Notifying Agent immediately upon completion of testing process.

_____

Employee Signature Badge # Date (MM/DD/YY)

SECTION C: COLLECTOR MUST COMPLETE

Time Collector Received Call From Control Center:_____ (Use 24-Hour Clock) Time Collector Arrived At Work Location:_____ (Use 24-Hour Clock)

If Collector's arrival time is more than one (1) hour after receiving call from Control Center, Collector must state reason for delay in arrival below:

_____

If 8 hours have passed since Start of Accident Time (A.A.) DO NOT perform BAT

☐ Alcohol – Time Alcohol Test Began:_____ (Use 24-Hour Clock) Time Alcohol Test Completed:_____ (Use 24-Hour Clock)

I certify that I did not perform BAT after 8hrs of Start of Incident Time (A.A.):_____ (please initial)

If 32 hours have passed since Start of Accident Time (A.A.) DO NOT perform drug test

_____ ☐ Drug – Time Drug Test Began:_____ (Use 24-Hour Clock) Time Drug Test Completed:_____ (Use 24-Hour Clock)

_____ ☐ FTA Direct Observation (Tapp/RADB)

I certify that I did not perform Drug test after 32hrs of Start of Incident Time (A.A.):_____ (please initial)

_____

Collector Printed Name Collector Signature Date (MM/DD/YY)

cta 7785.02 (Rev 08/15) HR / Drug and Alcohol Compliance, DAC-008

CTA/FTA DRUG AND ALCOHOL TESTING NOTIFICATION
for Random, Reasonable Suspicion, and Follow-Up

Distribution:
White – Work Location Copy
Canary – HR, DDR
Pink – Employee Copy
Goldenrod – Collector Copy

SECTION A: CTA NOTIFYING AGENT MUST COMPLETE BUS ☐ RAIL ☐ MAINT ☐ OTHER ☐ (SPECIFY) _____

Choose One: ☐ Random Test ☐ Reasonable Suspicion Test * ☐ Follow-Up Test

Employee (EE) Name - LAST: _____ FIRST: _____

EE Job Title: _____ Work Location: _____ Badge#: _____

Date: _____ (MM/DD/YEAR) (A)Incident Time: (if applicable) _____ (Use 24-Hour Clock) Time Control Center Notified: (if applicable) _____ (Use 24-Hour Clock)

Time Collector Arrived: _____ (Use 24-Hour Clock) Time Employee Notified To Submit: _____ (Use 24-Hour Clock)

* Reasonable suspicion test - must complete condition of EE form (3134) and SOR and send to DER.

If 2 Hours Have Passed Since Start of Incident Time And Time Employee Notified To Submit, Explain Reason For Delay In Testing Below.

Delay In Testing: In the event mandated test is not administered within two (2) hours following the accident the reason why testing was not promptly administered must be documented. In the event that an alcohol test is not administered within eight (8) hours following the accident, make no further effort to administer alcohol test and document reason. In the events drug test is not administered within 32 hours following an accident, do not administer drug test and document reason. (40 CFR Parts 655.44 (a) & (b)) Use back of form if needed.

_____

Reasons For Not Testing (applies only to non-fatal accidents): If you are determine, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident, you do not need to test employee. (40 CFR Part 655.44(b))
State Reason Below As To Why Employee Was Not Tested: *Use back of form if needed.*

_____

_____

CTA Notifying Agent Printed Name CTA Notifying Agent Signature Badge #

SECTION B: EMPLOYEE TO READ AND SIGN

You are notified that you are to submit to a drug and/or alcohol test in accordance with FTA/CTA regulations. You are to report immediately to the designated testing location as directed by the above noted CTA Notifying Agent. Your failure to immediately report as directed, or your refusal to fully participate in or attempt to compromise the testing process is considered a violation of federal regulations and/or CTA rules that may result in disciplinary action up to and including discharge. If your test attempt to provide a suitable breath or urine specimen is unsuccessful, you must try again. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge. A copy of the testing protocol is available upon request. Employee must return interform to the CTA Notifying Agent immediately upon completion of testing process.

_____

Employee Signature Badge # Date (MM/DD/YY)

SECTION C: COLLECTOR MUST COMPLETE

Time Collector Received Call From Control Center (if applicable): _____ (Use 24-Hour Clock) Time Collector Arrived At Work Location: _____ (Use 24-Hour Clock)

If Collector's arrival time is more than one (1) hour after receiving call from Control Center, Collector must state reason for delay in arrival below:

_____

If 8 hours have passed since Start of Incident Time (A.A.) DO NOT perform BAT

☐ Alcohol – Time Alcohol Test Began: _____ (Use 24-Hour Clock) Time Alcohol Test Completed: _____ (Use 24-Hour Clock)

I certify that I did not perform BAT after 8hrs of Start of Incident Time (A.A.): _____ (please initial)

If 32 hours have passed since Start of Incident Time (A.A.) DO NOT perform drug test

_____ ☐ Drug – Time Drug Test Began: _____ (Use 24-Hour Clock) Time Drug Test Completed: _____ (Use 24-Hour Clock)

_____ ☐ FTA Direct Observation (if applicable)

I certify that I did not perform Drug test after 32hrs of Start of Incident Time (A.A.): _____ (please initial)

_____

Collector Printed Name Collector Signature Date (MM/DD/YY)

cta 7765.08 (Rev 08/15) HR / Drug and Alcohol Compliance, DAC-007

APPENDIX D

DRUG AND ALCOHOL TEST PROTOCOL FORM 0762

COLLECTION PROTOCOL FOR URINE SPECIMEN
(Effective 09/31/09)

1. Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
3. You will be directed to provide your CTA ID numbers to be written on the drug testing custody and control form (CCF) by the collector.
4. You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
5. You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
6. You will be directed to remove outer clothing (e.g. coveralls, jacket, coat, hat). You must leave these garments and any briefcase, purse, cell phone or other personal belongings with the collector. Failure to comply with these directions will constitute a refusal to test. You may keep your wallet.
7. You will be directed to empty your pockets and display the items in them to the collector.
8. You are not to list on the CCF medications that you are currently taking. (You may make notes of medications on the back of the Donor copy of the CCF for your own convenience, but these notes must not be transmitted to anyone else.)
9. You will be instructed to wash and dry your hands. You may not wash your hands again until after delivering the urine specimen to the collector. You will not be given further access to water or other materials that could be used to adulterate or dilute a urine specimen.
10. You will be directed to select an individually wrapped or sealed collection container from collection kit materials. You must unwrap or break the seal of the collection container. You will not be allowed to take anything from the collection kit into the room used for urination except the collection container.
11. You will be directed to go into a private restroom or closed stall for collection. There you must provide a urine specimen of at least 45 mL. If you fail to provide either a urine specimen or a urine specimen of sufficient quantity, you will be given no more than three hours to produce a satisfactory urine specimen. NOTE: An attempt at providing a urine specimen is required.
12. If the drug test is a return-to-duty test or a follow-up test, it must be conducted under direct observation. Directly observed collection procedures require that employee raise his/her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the observer (of the same gender as the employee) by turning around that the employee does not have a prosthetic device. After it has been determined that the employee does not have such a device, the employee is permitted to return clothing to its proper position for observed urination. The observer then watches the employee urinate into the collection container. Specifically, the observer watches the urine go from the employee's body into the collection container.
13. Do not flush the toilet. Return the urine specimen to the collector as soon as you have completed the void. At no time will the urine specimen be left unattended.
14. Following the collection, the collector will ensure that a sufficient amount of urine (45mL) was provided. Within four minutes after being given the urine specimen, the collector will check the temperature of the urine specimen to ensure it is within the acceptable range of 32-38º C/90-100º F. The collector will also check for signs of tampering.
15. In your presence, the collector will do the following:
    a. Check the box on the CCF (Step 2) indicating that this was a split specimen collection.
    b. Show you that the seals on the urine specimen bottles are intact.
    c. Break the seal on the urine specimen bottles in your presence.
    d. Pour at least 30 mL of urine from the collection container into one urine specimen bottle to be used for the primary urine specimen.
    e. Pour at least 15 mL of urine from the collection container into the second urine specimen bottle to be used for the split specimen.
    f. Place and secure the lids/caps on the bottles.
    g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
    h. Write the date on the tamper-evident bottle seals.
16. You will then be directed to initial the tamper-evident bottle seals for the purpose of certifying that the bottles contain the urine specimen you provided.
17. You will be directed to read and sign the certification statement on the Medical Review Officer copy of the CCF and to provide your printed name, the current date, day and evening contact telephone numbers, and (where required) date of birth.
18. Following completion and review of the CCF by the collector, you will be given the Donor copy of the CCF. The collector will place the sealed urine specimen bottles and the Laboratory copy of the CCF in the appropriate pouches of the plastic bag. The collector will secure both pouches of the plastic bag. You and the collector will initial the tamper-evident bag. You will then be directed to leave the collection site.

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CTA 0762 (rev.0291b) Human Resources 8.5 x 11

COLLECTION PROTOCOL FOR ALCOHOL BREATH TESTING
(Effective 08/25/08)

1. Upon receiving notification that you must submit to an alcohol test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the Breath Alcohol Technician (BAT).
3. You will be directed to provide your CTA ID numbers to be written on the alcohol testing form (ATF) by the BAT.
4. You will be directed to verify that the information contained under Step 1, Sections A and B of the ATF is correct. The BAT will ask you to verify this information.
5. You will be shown these protocols which explain the testing procedure. You will also be shown the instructions contained on the reverse side of the ATF.
6. You will be directed to complete Step 2 on the ATF and to sign the certification. Refusal to sign this certification will constitute a refusal to test.
7. You will be directed to select an individually wrapped or sealed mouthpiece from the testing materials. The BAT will open the individually wrapped or sealed mouthpiece and insert it into the Evidential Breath Testing Device (EBT).
8. You will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained.
9. If you are unable to provide a sufficient amount of breath on the first attempt, you will be given another opportunity to provide a sufficient amount of breath. Refusal to make this attempt will constitute a refusal to test.
10. The BAT will show you the displayed test result.
11. If the test result is an alcohol concentration of less than 0.02, no further testing will be conducted.
12. If the test result is an alcohol concentration of 0.02 or higher, you will be directed to take a confirmation test following a waiting period of at least 15 minutes.

    Additionally:

    a. Concerning the waiting period, you will be told:

        i. Not to leave the immediate testing area.

        ii. Not to eat, drink, put anything (e.g. cigarette, chewing gum) into your mouth, or belch.

        iii. The reason for the waiting period (i.e. to prevent an accumulation of mouth alcohol from leading to an artificially high reading);

        iv. That following these instructions concerning the waiting period is to your benefit; and

        v. That the confirmation test will be conducted at the end of the waiting period, even if the waiting period instructions have not been followed.

    b. While in your presence, the BAT will conduct an air blank on the EBT before beginning the confirmation test. You will be shown the reading. The test will proceed following an air blank reading of 0.00.

    c. The BAT will open the individually wrapped or sealed mouthpiece and insert it into the EBT. You will then be instructed to read the sequential test number displayed on the EBT.

    d. You will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained. The BAT will show you the displayed test result as well as the unique test number printed out by the EBT.

    e. If the result of the confirmation test is lower than 0.02, nothing further will be required of you.

    f. If the result of the confirmation test is 0.02 or higher, you will be directed to sign and date Step 4 of the ATF.

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APPENDIX E

CTA SAFETY-SENSITIVE LIST FOR EXEMPT AND UNION REPRESENTED EMPLOYEES

Assembler Helper	3369	Lineman	2633
Assistant Foreman Steel Fabrication Shop	1216	Lineman Helper	2634
B Electrician	1375	Machine Shop Foreman (Skokie)	1191
B Electrician (Light Maintenance)	5562	Machinist	1962
B Electrician (Substation Maintenance)	1371	Machinist (Frog Shop)	1249
Blacksmith & Welder	1146	Machinist (Rail)	4679
Blacksmith & Welder (Frog Shop)	2727	Machinist Foreman	2578
Blacksmith & Welder (Skokie)	0974	Machinist Leader A	2554
Blacksmith & Welder Foreman	1145	Mechanical Engineer III	3078
Bus & Truck Mechanic	1421	Mechanical Unit Assembler	3922
Bus & Truck Mechanic Foreman	1423	Mechanical/Electrical Engineer III	6254
Bus & Truck Mechanic Leader	2600	Mechanical/Electrical Engineer IV	6255
Bus Body Chassis Specialist	6151	Mobile Bus Mechanic	2211
Bus Controller	5478	Power Controller	3665
Bus Handler	1039	Quality Assurance Inspector	3996
Bus Instructor I	0133	Rail Carbody Inspector	6100
Bus Instructor II	3433	Rail Controller	5479
Bus Mechanic	2433	Rail Controls Inspector	6099
Bus Operator	0110	Rail Customer Service Representative / Security Controller	3982
Bus Quality Improvement Technician	6267	Rail Equipment Engineer II	3289
Bus Service Supervisor I	0173	Rail Equipment Engineer IV	6258
Bus Service Supervisor II	3432	Rail HVAC Repairer	6098
Bus Servicer	1441	Rail Instructor I	3430
Bus Servicer Apprentice	6211	Rail Instructor II	3431
Car Repairer 'A'	1437	Rail Instructor III	6203
Car Servicer	0399	Rail Janitor Apprentice	8923
Car Servicer Apprentice	6208	Rail Leader/Pilot	6102
Carpenter	1205	Rail Quality Improvement Technician	6268
Carpenter 'A'	1340	Rail Service Supervisor II	3434
Carpenter Foreman	2674	Rail Technician	6097
Carpenter Foreman (Skokie)	1190	Rail Terminal Supervisor	3676
Carpenter Foreman (S-Shops)	1330	Rail Truck Shop Repairer	6101
Carpenter Leader	0346	Rapid Transit Operator	2129
Cash Box Puller	2683	Roadmaster II	6204
Combined Rail Operator	4381	Roadmaster III	6205
Communications Technician	3237	Senior Garage Instructor	2537
Customer Assistance Supervisor	5528	Senior Utility Service Coordinator	6246
Electrical Engineer Coordinator	6263	Service Truck Chauffeur	1267
Electrical Engineer II	3304	Signal Engineer I	6217
Electrical Engineer III	3070	Signal Engineer II	6218
Electrical Maintainer Specialist	2314	Signal Engineering Coordinator	6222
Electrical Worker	0970	Signal Foreman	0810

Electrical Worker Leader	2556	Signal Helper	2128
Emergency Service Chauffeur	1269	Signal Maintainer	2127
Emergency Service Helper	1268	Signal Maintenance Coordinator	6221
Engine Washer	1616	Signal Relay Foreman	4426
Engineer II - Civil	6231	Specification/Quality Assurance Engineer IV	6262
Engineer II - Structural	6236	Structure Engineering Coordinator	6239
Engineer III - Civil	6232	Structure Maintenance Coordinator	6240
Engineer III - Structural	6237	Sub Assembler	3370
Engineer IV - Civil	6233	Substation Attendant	2602
Engineer IV - Power	7257	Supervisor Clerk	6228
Engineering Assistant	1381	Supervisory Chauffeur-Garage Man	1234
Equipment Tech II	2424	Switchman	0263
Equipment Tech III	2592	Telephone Lineman	6155
Equipment Technician I	2689	Testing Engineer I	2367
Extra Board	5497	Testing Engineer II	0881
Flagman	6202	Testing Engineer III	5031
Foreman B Electricians	2595	Testing Engineer IV	6054
Foreman 'B' Electricians	1374	Testing Engineer V	6055
Foreman Electrical Workers	1321	Tire Repairer	2655
Foreman Steel Fabrication Shop	1254	Tool Maker	0988
Garage Instructor I	2203	Towerman 'A' And 'B'	0292
Garage Instructor II	3502	Track Maintenance Coordinator	6245
Heavy Duty Equipment Operator	2207	Track Maintenance Equipment Operator	2704
Inspection Terminal Instructor I	2302	Track Welder	0577
Inspection Terminal Instructor II	2303	Trackman	3366
Ironworker	0853	Universal Rail Supervisor I	6195
Ironworker Foreman	0993	Universal Rail Supervisor II	6196
Ironworker General Foreman	3458	Upholsterer	1052
Key Instructor	6227	Work Car Crane Operator	2581
Line Foreman	2632	Work Train Conductor	5420
		Yardmaster	4926

CTA SAFETY-SENSITIVE LIST FOR EXEMPT EMPLOYEES

POSITION TITLE	DSN	POSITION TITLE	DSN
Assistant Chief Rail Equipment Engineer	7665	Senior Manager, Bus Operations Instruction	8773
Chief Bus Equipment Engineer	7044	Senior Manager, Construction	8676
Chief of Fire Protection, Response and Training	8091	Senior Manager, Emergency Preparedness	8471
Chief Rail Equipment Engineer	7046	Senior Manager, Signal Maintenance	7487
Coordinator, Bus Maintenance	8515	Senior Manager, Structural Maintenance	7492
Coordinator, Quality Improvement - Bus	8593	Senior Manager, Track Maintenance	7501
Coordinator, Quality Improvement - Facilities	8642	Senior Manager, Transit System Safety	8577
Coordinator, Quality Improvement - Rail	8594	Senior Manager, Transportation - Rail	8488
Coordinator, Rail Car Appearance	7128	Senior Project Manager, Vehicle Procurement	8893
Coordinator, Safety Training and Quality Control	8904	Senior Safety Officer	8646
Coordinator, Technical Writing and Quality Control	8905	Senior Transit System Safety Officer	8620
Engineer II, Communications	7735	Technical Trainer - Rail	8114
Engineer IV - Communications	7768	Transit System Safety Officer	8616
Investigator	7748	Manager, Transportation - Rail	7807
Manager, Bus Operations	8261	Manager, Transportation Instruction	7505
Manager, Bus Supervision	8531	Project Manager	7549
Manager, Construction Management Oversight	7398	Project Manager - Construction	8171
Manager, Facilities Maintenance	7419	Safety Officer	7566
Manager, Janitorial Services	8641	Security Specialist	8287
Manager, Maintenance - Bus	7804	Senior Construction Safety Engineer	8647
Manager, Maintenance - Rail	7805	Senior Coordinator, Power & Way Support	8723
Manager, Rail Car Appearance	7463	Senior Industrial Hygienist	7589
Manager, Rail Customer Service	8346	Senior Manager, Bus Operations Instruction	8773
Manager, Rail Operations - Instruction	8774	Senior Manager, Construction	8676
Manager, Signal Engineering	7454	Senior Manager, Emergency Preparedness	8471
Manager, Structure Engineering	7500	Senior Manager, Signal Maintenance	7487
Manager, Track Engineering	7903	Senior Manager, Structural Maintenance	7492
Manager, Transportation - Rail	7807	Senior Manager, Track Maintenance	7501
Manager, Transportation Instruction	7505	Senior Manager, Transit System Safety	8577
Project Manager	7549	Senior Manager, Transportation - Rail	8488
Project Manager - Construction	8171	Senior Project Manager, Vehicle Procurement	8893
Safety Officer	7566	Senior Safety Officer	8646
Security Specialist	8287	Senior Transit System Safety Officer	8620
Senior Construction Safety Engineer	8647	Technical Trainer - Rail	8114
Senior Coordinator, Power & Way Support	8723	Transit System Safety Officer	8616
Senior Industrial Hygienist	7589		

APPENDIX F

ATU ATTACHMENT H / EMPLOYEE ASSISTANT PROGRAM FOR SUBSTANCE USE FOR UNION REPRESENTED EMPLOYEES

ATTACHMENT H
Employee Assistance Program (EAP)
Part of Wage and Working Conditions Agreement between CTA and 241 & 308 ATU

A. Services

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

1. **Substance Abuse**
   Services for the treatment of substance abuse is available to eligible employees upon formal enrollment into the EAP and subject to the terms and conditions herein and the employee's chosen health care plan.
2. **Financial, Legal and Domestic Relations Problems**
   Services to assist with financial, legal or domestic relations problems are available to eligible employees without formal enrollment into the EAP.
3. **Other**
   Services to assist with emotional problems and other problems which affect the employee's job performance are available to eligible employees without formal enrollment into the EAP subject to the terms and conditions of the employee's chosen health care plan.

Services of the EAP are available to employees designated as Full-Time Permanent (FTP), Full-Time Temporary (FTT), Part-Time (PT) and Special-Part-Time (SPT).

B. Participation

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

2. **First Time Rule Violators**

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

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

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

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

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

   f. An employee who has had more than one rule violation as defined above will be discharged.

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

3. **Independent Treatment Services**

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

   Employees who choose to participate in HMOs will waive any claim to confidentially between themselves and the HMO and/or HMO-affiliated treatment physicians concerning alcohol and/or substance abuse treatment and will permit said HMO and/or physicians to notify the Authority if they seek such treatment from said HMO and/or treating physician. They also agree to fully

participate in any initial and/or follow-up monitoring program as determined by the Administrator/Coordinator of the EAP.

C. Treatment Programs

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

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

3. Notwithstanding paragraph 2 above, employees who perform safety-sensitive functions and have entered the EAP due to an alcohol, narcotic or controlled substance use/abuse problem shall be removed from service. Employees will be returned to service only after receiving certification from the CTA Medical Review Officer.

4. A full-time permanent employee who has completed one year continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for the following:

    a. The employee is eligible to avail himself or herself of the weekly indemnity insurance benefit of $200 per week while the employee is participating in an authorized and approved detoxification and rehabilitation program for a total of sixteen (16) weeks. The indemnity insurance benefit will be available for a second time during the course of employment for a total eight (8) weeks. In no event shall the weekly indemnity insurance benefit exceed a total of twenty-four (24) weeks during the course of employment.

    b. The employee will be eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.

5. A part-time employee who has completed one (1) year of continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.

6. Upon successful completion of the initial phase of a treatment program prescribed by the Substance Abuse Professional, but in no event sooner than eight (8) weeks after entering the EAP, a volunteer whose current job classification at the time of entering the EAP is safety-sensitive will be returned to the active status in his/her former classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return

to duty by the Substance Abuse Professional and been found fit for duty by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than four (4) weeks after entering the EAP, a volunteer whose job classification at the time of entering the EAP is non-safety-sensitive will be returned to active status in his/her former non-safety-sensitive classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return to duty by the Substance Abuse Professional and been found fit to return by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion by a volunteer of a prescribed treatment program, and prior to his or her return to active status, the EAP shall provide the volunteer with a written confirmation that he or she has been released to return to active status, the date he or she entered the Program, and that the time spent in inactive status as directed by the EAP shall not be charged as absenteeism.

7. Any volunteer who participates in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation as determined by the Substance Abuse Professional, or who the CTA Medical Review Office finds unfit to return to duty, shall be made a rule violator provided the employee has no prior rules violation subject to the terms and conditions of Section B.2.

8. An employee may volunteer into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem three (3) times during the course of his employment. An employee who, prior to September 26, 1990, has participated more than once in the EAP program as a rule violator and/or a volunteer because of drug and/or alcohol abuse, may be allowed to participate in the program one additional time during the course of his or her employment. Such an employee will not be given access to the EAP as a rule violator if said previous participation was as a rule violator.

9. Any first time rule violator who is eligible and is permitted by the CTA or by arbitral remedy in a discharge case to participate in the EAP shall not be eligible for any weekly indemnity insurance benefits. A first time rule violator shall be entitled to the following other benefit:

   The employee will be eligible for hospital insurance benefits for hospital administered detoxification-rehabilitation three (3) times during the course of employment. However, failure to make the appropriate patient advocate notice and or failure to contact the Administrator/Coordinator of the EAP within ten (10) days of said treatment will result in the employee being held responsible for all such billings. Contact with the employee's health care provider only, will not fulfill this notice requirement.

10. Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than sixteen (16) weeks after entering the Employee Assistance Program, a rule violator will be returned to active status in his or her former classification, subject to applicable procedures and restrictions.

11. Any rule violator who participated in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation, as determined by the Substance Abuse Professional, or who the CTA Medical Review Officer finds unfit to return to duty, shall be terminated.

12. Although an employee may be accepted into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem as a rule violator only once during the course of his/her employment, such an employee will have the right to volunteer three (3) times into the Program for this problem during the course of employment. However, no employee shall have access to the EAP as either a volunteer or a rule violator, or a combination of the two, more than three times during his/her employment. (Therefore, an employee may either volunteer three (3) times, or be a volunteer twice (2) and a rule violator once (1) during his/her employment.)

13. Any employee who is not actively working in his/her regular classification as a result of participating in the EAP is entitled to receive upon request and on the same basis as all other employees, payment for any unused vacation. Such vacation payment will not be given during the same period as an indemnity payment.

14. It is understood, however, that nothing herein shall service to provide benefits to employees who would not otherwise be entitled to same under Article 15 (Insurance and Sickness Benefits) of the collective bargaining agreement.

D. Restrictions

An employee suffering from an alcohol/narcotics/substance use/abuse or psychiatric impairment will be removed from safety-sensitive classification. An employee in a safety-sensitive classification shall be deemed suffering from psychiatric impairment when the employee's condition in a safety-sensitive classification poses a safety risk to self, the public, or other employees.

E.1 Return to Former Classification

An employee who has been removed from his or her occupation for undergoing treatment as a result of entering the Employee Assistance Program to receive treatment for alcohol/narcotics/substance use or psychiatric problems will be returned to his or her former position under the following circumstances:

Alcohol/Narcotics/Controlled Substances:

a. The employee has actively and successfully participated in the prescribed program of treatment;

b. The employee passes a physical examination certified by the Medical Review Officer and requalifies for his or her position through normal procedures; and

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

Psychiatric Impairment:

a. The Employee Assistance Program Director determines that the employee is capable of resuming active employment and the Medical Review Officer releases the employee;

b. The employee is not precluded from such return by operational or by other medical restrictions; and

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

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

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

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

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

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

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

e. If an employee-participant makes a request to be placed in a position other than his or her former position, weekly indemnity insurance benefits will be terminated on the date of the request.

F. Bridging of the Work Record

The work and discipline record of an employee participating in the Employee Assistance program will be bridged across the period of time an employee is not actively working in his or her regular classification for the purpose of determining time limitations in consideration of the employee's past record.

G. Program Adherence

1.

a. Employees who have entered the EAP must continue to meet all conditions prescribed at the beginning of the treatment program.

b. Each participant who returns to duty after successfully completing the initial phase of the EAP is subject to unannounced follow-up drug and/or alcohol testing. The Substance Abuse Professional shall determine the frequency and duration of such follow-up testing. The participant shall be required to take a minimum of six (6) follow-up tests with verified negative results during the first twelve (12) months after returning to duty. After that period of time, the Substance Abuse Professional shall determine the frequency and duration of follow-up testing, provided that the follow-up testing period ends sixty (60) months after the employee returns to duty.

c. Upon notification of a follow-up test, the employee must report to the designated testing location as required. Violation of such conditions will warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2. Also, failure to progress toward resolution of problems which affect work performance, fitness for duty, or that the employee's pledge to remain substance free will also warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2.

2.

a. An employee required by the EAP to submit to a follow-up test, in accordance with this section, during his/her scheduled work hours shall be compensated by the CTA for the time he or she spends with no loss of daily pay. However, it is understood that if an employee is directed to return to work after completion of a follow-up test, the employee may be required to perform any work to be done in his/her classification, including unscheduled work. Time spent in meeting the follow-up test requirement will be considered as time worked for overtime computation purposes.

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

3.

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

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

4.

a. If an employee, anytime during the course of the follow-up testing period referred to in Section G.3, and prior to notification of a drug and/or alcohol test in accordance with Attachment G, Section 11.A, informs the EAP counselor that he or she has relapsed, the employee shall be permitted to continue in the Program. An employee will be permitted to relapse only once during the follow-up testing period. The employee will continue in the Program as either a rule violator or a volunteer depending on how he or she was admitted to the Program prior to the relapse. However, continuing in the Program shall not constitute volunteering into the Program for the purposes of Section C.8. The Substance Abuse Professional shall determine the length of the prescribed treatment program, but in no event shall an employee be removed from service for more than sixteen (16) weeks after announcing his or her relapse. Upon the Medical Review Officer finding the employee fit for duty, the employee shall again be subject to unannounced follow-up testing pursuant to Section G.3 above.

5.

a. The EAP will notify the Union and conduct an intervention meeting in the event of non-participation on the part of a participant. However, continued non-participation after said intervention will result in a Memorandum of Non-Participation which may constitute rule violator status as defined by Section B.2. Inadvertent failure to notify the Union, or failure to conduct said intervention meeting, will not serve to excuse an employee for non-compliance with the prescribed EAP conditions.

H. Administration of the Employee Assistance Program

The Chicago Transit Authority reserves the right to administer the Employee Assistance Program, to the extent that it is responsible for the administration of the persons and institutions that provide necessary treatment and services and the administration of appropriate treatment and services.

A Union-Management Committee, consisting of no more than four (4) representatives appointed by the Authority and four (4) representatives appointed by the ATU Local Unions will meet and confer on issues concerning the provisions of Attachments G and H of the CTA-ATU Wages and Working Conditions Agreement. This Committee will meet, at the request of either part, to review and make recommendations concerning the administration of the Program. Such recommendations will not be binding unless specifically accepted by the Authority and the Unions.

I. Hiring of Former Part-time Employees

Part-time employees who resign as a result of drug or alcohol problems are eligible for reconsideration for employment after a twelve (12) month period. To reapply, the former employee must formally notify the EAP of his/her request and include records that verify that the employee has been drug or alcohol free. If the EAP approves the employee's request, the employee's request for reemployment will be considered by the Personnel Department equally with all other applicants for employment. Should the employee be selected for further processing, the employee will be notified and will continue the employment process subject to normal employment procedures.

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

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

ATTACHMENT H APPENDIX

Definition. For the purposes of Attachment H, "Vehicular Accident" is defined as an occurrence associated with the operation of a CTA vehicle that results in a possible claim of personal injury and/or property damage. It is the intent of the parties that this definition included any employee(s) whose performance could have contributed to the accident such as:

- employee(s) who were controlling the movement of or operating the vehicle at the time of the accident,
- employee(s) assisting in the movement of the vehicle at the time of the accident, and/or,
- employee(s) who repaired, maintain or serviced the vehicle, and where it was determined that the performance of said repair, maintenance or servicing could have contributed to the accident.

In general. The authority to order a post-accident test is pursuant to Attachment G of the collective bargaining agreement. The decision whether to conduct a post-accident test rests with the CTA official(s) with the authority to make such decisions. The CTA official has up to eight (8) hours from the time an accident occurs in which to conduct a breath alcohol test and up to thirty-two (32) hours in which to collect a urine specimen to conduct a drug test. The procedure to determine whether alcohol/drug testing shall be done under Federal Transit Administration ("FTA") or CTA jurisdiction is contained in Human Resources Compliance Bulletin HRPC 97-1, a copy of which is attached hereto.

Fatal accidents. A post-accident test must always be ordered when there is a fatality. In such instance, if the employee(s) involved is(are) safety sensitive, an FTA post-accident test will be ordered by the CTA official. If the employee(s) involved in the fatal accident is(are) not safety sensitive, a CTA post-accident test will be ordered by the CTA official.

Non-fatal accidents. In non-fatal accidents, the CTA official will determine whether to order a post-accident test using the best information available at the time of the decision. If the CTA official determines, using the best information available at the time the decision is made, that the employee(s) could have contributed to the accident, the CTA official shall order a CTA or FTA post-accident text.

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

ATTACHMENT GB-1



CHICAGO TRANSIT AUTHORITY DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR EMPLOYEES IN NON-SAFETY SENSITIVE POSITIONS

Effective January 2018
Written January 1, 1995
Revised August 2011, February 2014,
and October 2018

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I. OVERVIEW

In a document styled "Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Employees in Safety Sensitive Positions" ("the FTA Policy"), the Chicago Transit Authority ("the Authority") set forth a drug and alcohol policy and testing program developed to comply with the requirements of federal laws and regulations promulgated by the Federal Transit Administration ("FTA") and the Department of Transportation ("DOT"). As required by the FTA and the DOT, the FTA Policy was limited in its application to only those employees of the Authority engaged in the performance of safety-sensitive functions. This document sets forth the drug and alcohol policies and testing programs mandated by the Authority, but not required by the FTA or the DOT for employees of the Authority who do not perform safety- sensitive functions. This document has been adopted by the Chicago Transit Authority Board of Directors pursuant to ordinance.

In adopting this policy, the Authority does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are not inconsistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law or regulation presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

All covered employees are required to submit to drug and alcohol tests as a condition of employment.

II. INTRODUCTION

A. Policy and Program Purposes

The Authority performs a vital service for the public. To ensure that this service is delivered safely, efficiently, and effectively, each employee of the Authority has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner.

The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or misuse of alcohol and other drugs by employees so that transit services are delivered safely, efficiently, and effectively.

This policy outlines four principles as a means to achieve the Authority's goal of providing a workplace free from the effects of drug and alcohol use and/or misuse for its employees. The first principle emphasizes deterrence from the use of drugs and alcohol in or affecting the workplace. The Authority will make education and training available for all employees regarding the effects of substance abuse on individuals and in the workplace. Supervisors and managers will receive specialized training in detection, early intervention, and enforcement.

The second principle is treatment and rehabilitation. The Authority maintains an Employee Assistance Program for Substance Use ("EAP") to assist employees with personal problems, including those surrounding the misuse of drugs and alcohol. The Authority supports rehabilitation before an employee's job is in jeopardy. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations.

The third principle is detection. Toward this end, the Authority employs seven (7) drug and/or alcohol tests in the following circumstances: pre-employment, reasonable suspicion, post-accident, injury on duty, based upon a physician's objective medical judgment, return to duty, and to satisfy EAP requirements. The foregoing drug and alcohol test policy will apply to all full-time, part-time, seasonal, and temporary employees of the Authority not otherwise engaged in the performance of safety- sensitive functions. It also applies to applicants for positions of employment not otherwise involving the performance of safety-sensitive functions.

The fourth principle is enforcement, which is essential if deterrence, rehabilitation, and detection are to be successful. All employees must be fit for duty as defined within this policy. Accordingly, the manufacture, distribution, dispensing, possession, or use of a drug or controlled substance contrary to the terms of this policy, and the use or possession of intoxicants contrary to the terms of this policy are prohibited.

B. Employee and Management Responsibilities

All employees of the Authority covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Authority's Vice President, Human Resources (or a designated representative) will monitor Department practices to ensure compliance with and answer any questions concerning the information presented in this policy. Contact information for the Vice President, Human Resources and additional program personnel is contained in Appendix A.

Employees are responsible for ensuring adherence to this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Authority prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis protected by federal, state, or local laws.

C. Confidentiality

Confidentiality will be maintained throughout the drug and alcohol screening process. The Authority will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Authority, the specimen collection site, testing laboratory, medical review officer, ("MRO"), breath alcohol technician ("BAT"), and the substance abuse professional ("SAP") will be held to the strict confidentiality requirements consistent with FTA and DOT testing regulations and applicable federal, state, and local laws.

EAP personnel will be expected to carry out all actions relative to this policy in a manner

which respects the dignity and confidentiality of those involved. EAP records are regarded as confidential medical records and are not available for inspection by anyone except EAP staff absent a written release of information by the employee. EAP personnel will release information to personnel of the Authority only on a need-to-know basis subject to advance notice to the employee. In any case where the employee raises a claim against the Authority involving the quality of care or services rendered by the EAP, the employee shall be deemed to have waived his/her right to confidentiality and the Authority shall have the right to explore thoroughly and evaluate the employee's participation in the EAP.

An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Authority shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested.

III. IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG- AND ALCOHOL-FREE WORKPLACE

A. Deterrence

1. Fitness for Duty

The Authority has determined that an employee is fit for duty when he/she is able to perform his/her job duties and has the ability to work in a constant state of alertness and safe manner, including when he/she is ready for work or working without the presence of any alcohol or the presence of any specified drugs or their metabolites as prescribed by 49 CFR Parts 40 and 655. Employees must understand that they are responsible for assuring that their job conduct is safe and appropriate.

An employee is "on duty" or "subject to duty" within the meaning of this provision:

- On his/her regularly scheduled days from the time he/she arrives on CTA's property until the time he/she completes his/her work assignments and leaves CTA's property.
- When reporting for a physical examination as a requirement of his/her position of employ.
- When the employee has volunteered or has been assigned extra work in his/her day off or vacation.
- Prior to the start of duty, when told in advance that he/she is expected to be on duty within the next eight (8) hours.

2. Reporting the Use of Prescription Drugs or "Over-the- Counter" Medication

All employees are required to report to the Authority the use of prescription drugs and "over-the-counter" medication if the physical, mental, or emotional health of the employee is impaired or becomes impaired or changes significantly through the use of such a prescription drug or "over- the-counter" medication. Employees must have the ability to work in a constant state of alertness and safe manner. A physician designated by the Authority will make the determination as to whether there is a possibility that the employee's performance of essential functions of the job may be affected or compromised by the employee's use of any such drug or medication or that the safety of the employee, his/her co-workers, or the public is, or could be, in jeopardy. If it is concluded that there is such a possibility and a reasonable accommodation pursuant to the Americans with Disabilities Act cannot be made, the employee will be considered unfit for duty and will be removed from service. The employee will remain out of service but only for such a reasonable period of time as is necessary for the employee to be cleared to return to work by an Authority-designated physician.

Employees who fail to report their use of prescription drugs or "over-the-counter" medication in accordance with this section may be subject to progressive discipline up to and including discharge.

3. Education and Training

The Authority recognizes that education and training of its workforce and supervisors are major components of a successful drug and alcohol program. To that extent:

- All employees subject to testing under this policy will be given notice of the implementation of the policy.
- The Authority will display and distribute informational material about the effect of drugs along with a community service hotline telephone number to assist employees who may be experiencing problems with prohibited drugs.
- The Authority will distribute informational material about the signs and symptoms of an alcohol problem and the effects of alcohol misuse on an individual's health, work, and personal life.

In addition to the foregoing, the Authority will consider and implement such education and training programs as will help promote safety goals, maintain the integrity of the Authority's drug and alcohol testing program, and enhance the benefits of that program.

B. <u>Treatment and Rehabilitation--Employee Assistance Program ("EAP") for Substance Use</u>

In order to promote a drug and alcohol-free environment, the Authority will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Authority has established and encourages the use of its Substance Abuse Professional (SAP) / Employee Assistance Program ("EAP"). The EAP was established in part

so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation.

The Authority's SAP/EAP will assist eligible employees with drug use and alcohol misuse problems, and related concerns, through one or more of the following, depending upon the circumstances of each particular case:

- Consultation with supervisors and/or other Authority officials.
- Evaluation and referral.
- Individual and group counseling.
- Individual case management.
- Crisis intervention.
- Specialized education and training programs.

Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations. Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Any questions regarding the Authority's EAP should be referred to the Authority's Vice President, Human Resources (or a designated representative).

IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. General Conditions

1. Persons Subject to Testing

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment:

- All full time, part time, seasonal, and temporary union represented employees of the Authority not otherwise engaged in the performance of safety- sensitive functions; and
- Applicants for positions of employment with the Authority not otherwise involving the performance of safety-sensitive functions.

A "safety-sensitive function" means, but is not limited to, any of the following duties:

- Operating a revenue service vehicle (including when not in revenue service).

- Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
- Carrying a firearm for security purposes.

Included in the foregoing are supervisors who in fact perform safety- sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded and, accordingly, subject to testing under this policy.

2. Prohibited Behavior/Drugs

All persons covered by this policy are subject to the following rules:

- The illegal use or abuse of a controlled substance* by Authority employees at any time is prohibited.
- Reporting for work in an impaired condition due to the use of the same is prohibited.
- An employee may not have a controlled substance in his/her system from the time of reporting for work until the conclusion of the workday unless employee has successfully passed a Fit for Duty medication evaluation from the Authority's third party medical service provider and/or MRO.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance.
- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance and/or testing adulterants and substituting contraband on Authority property by any person at any time also is prohibited.
- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on Authority property by any person at any time also is prohibited.

** "Controlled substance" means any of those substances identified in Schedules I through V of 21 CFR 1308. The terms "drugs" and "controlled substances" are interchangeable and have the same meaning.*

3. Prohibited Behavior/Alcohol

a. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.04 or greater. No Authority supervisory person having actual knowledge that a covered employee

has an alcohol concentration of 0.04 or greater shall permit the employee to work or continue to work.

b. On Duty Use/Possession

All persons covered by this policy are prohibited from using or possessing alcohol while on duty. No Authority supervisory person having actual knowledge that a covered employee is using alcohol while on duty shall permit the employee to work or continue to work.

c. Pre-Duty Use

(1) General

All persons covered by this policy are advised against the use of alcohol within four (4) hours prior to reporting for duty.

(2) Employees Required to Report for Call

Employees who are in the work book and required to report for call are subject to the restrictions identified in subparagraphs IV.A.3.a, b, and c(1). Upon receiving a call to report to duty, the following shall apply:

(a) The employee will be allowed to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her assigned work.

(b) The employee must take an alcohol test if the covered employee has acknowledged the use of alcohol but claims the ability to perform his/her assigned work.

d. Use Following An Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol until he/she undergoes a post-accident test, whichever occurs first. Such a test shall be concluded no later than eight (8) hours after the accident occurs.

B. Detection

1. Circumstances for Testing

a. Applicants

No applicant for employment will be hired, transitioned, or rehired into a position by the Authority until CTA has received a verified negative drug test result. The test will be administered as part of the pre-employment physical examination. If a pre-employment drug test is cancelled or a negative-dilute, the

Authority shall require the applicant to submit to and pass another test.

b. Employees

When ordered to do so by the Authority, an employee covered by this policy shall submit to a drug and alcohol test:

i. In the event of an accident or any other incident involving a possible claim of injury or property damage.

ii. In the event of an objective observation by at least one (1) non-bargaining unit supervisory employee that an employee:

- Is or may be impaired in the performance of his/her duties due to the use of alcohol or is displaying behavior that may be associated with controlled substance use; or

- Is in possession of alcohol, a controlled substance, narcotics of any kind or associated paraphernalia on Authority property.

iii. Based upon a physician's objective medical judgment.

iv. During a return to duty physical examination.

v. To satisfy EAP requisites

vi. If a drug/alcohol test is cancelled or has a negative-dilute result, the Authority shall require the employee to submit to and pass another test.

2. Conduct that Constitutes a Refusal to Submit to a Test

The following conduct will be regarded by the Authority as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within the time allotted by the Authority after being directed to do so by the Authority.

- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have

refused to test.

- Failure to provide a sufficient amount of urine, or saliva, and/or breath, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

- Failure to permit a directly observed or monitored collection when required.

- Failure or declining to take a second test the Authority or collector has directed the employee to take.

- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

- Failure to sign the certification at Step 2 of the Alcohol Testing Form.

- Failure to cooperate with any part of the testing process. (e.g. refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used to interfere with the collection process.

- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.

- Admitting to the collector or MRO that the employee adulterated or substituted the specimen.

- An adulterated or substituted test result verified by an MRO.

V. METHODOLOGY

The Authority's testing program will conform to the standards established by the DOT in **49 CFR Part 40** as amended. All employees subject to testing under this policy will be given notice of the implementation of the policy. The Authority will make copies of **49 CFR Part 40** readily available upon request of any employee subject to testing under this policy.

All Authority-mandated drug testing will be performed to detect for the presence of the following

five (5) substances: marijuana; cocaine; opioids; phencyclidine; and amphetamines. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR Part 40.

Additionally, all Authority mandated drug testing will be performed to detect for the presence of the following five (5) substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene.

VI. ENFORCEMENT OF POLICY

A. Consequences of Verified Positive Drug Test, Alcohol Concentration of 0.04 or Greater, Refusal to Submit to a Test, or Other Violation of the Policy

1. Applicants for Employment

Any applicant for employment covered under this policy who has a verified positive drug test result, refuses to submit to a test, or violates any other provision of the policy will be disqualified from consideration for employment with the Authority for a period of at least one (1) year from the date of testing.

2. Employees

Any employee who has a verified positive drug test result, an alcohol concentration of 0.04 or greater, refuses to submit to a test administered under this policy, or violates any other provision of the policy may be subject to disciplinary action consistent with already established rules, policies, and procedures of the Authority.

The foregoing is not intended to interfere with an otherwise qualified employee from participating in the Authority's EAP for Substance Use pursuant to the terms of Attachment H to the collective bargaining agreement between the Authority and the Union. Any disciplinary action taken by the Authority under this policy, an employee's right to continued employment with the Authority, and an employee request that he/she be allowed to participate in the EAP for Substance Use shall be evaluated consistent with the terms of such Attachment H.

B. Union Involvement

If the Authority orders an employee subject to a collective bargaining agreement to submit to a drug and/or alcohol test:

- With respect to Sections IV.B.1.b.i and IV.B.1.b.ii, at least one (1) non- bargaining unit employee shall complete a "Condition of Employee Report," a sample of which is attached hereto as Appendix B.

- With respect to Sections IV.B.1.b.i. and IV.B.1.b.ii., the Authority shall make a good faith effort to allow the employee being ordered to submit to the test to have the opportunity to consult with a Union representative before submitting to the test, provided. however, that the failure of the Union representative to

be present within thirty (30) minutes after notification to the Union in accordance with the procedure set forth below shall in no way affect the requirement of submission to the test if any of the conditions set forth in Sections IV.B.1.b.i. and IV.B.1.b.ii., has been met.

- With respect to Section IV.B.1.b.iii, the Authority shall allow the employee being ordered to submit to the test a reasonable opportunity to consult with a Union representative before submitting to the test unless the consultation would result in a delay in administering the test.

As regards the foregoing, the Authority shall notify Local Unions 241 and 308 that one of its bargaining unit employees is being ordered to submit to testing as follows:

- Between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, the Authority shall call the Union at the Union office at the following telephone numbers, Local 241 at (312) 341-1733, or Local 308 at (312) 782-4665.

- At all other times, the Authority shall call the Union at the telephone number of the Board member at the specific location.

The Union reserves the right to change said notification telephone numbers upon fourteen (14) days advance written notice to the Authority's Vice President of Human Resources.

Notification to the Union is not necessary if a Union representative is present at the time the request is made, or if a situation exists which reasonably prevents the Authority from notifying the Union. In the event the Authority fails to notify the Union because it claims to have been reasonably prevented from doing so, the burden of showing such will be on the Authority.

C. Consequences of Negative Test for Employees

If the analysis of the employee's urine, or saliva, and/or breath specimen procured in connection with a drug or alcohol test conducted under this policy establishes that the specimen is negative for the presence of controlled substances in conformity with Section V of this policy, the employee shall be compensated for all time lost from work directly attributable to the order to take the test, provided there are no other rule violations which give rise to the order to take the test. Additionally, the employee shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate for all hours or portions thereof in excess of his/her scheduled work day that the employee is involved in activities directly attributable to the order to take the test. Further, if the order by the Authority to submit to the test has been made pursuant to Section IV.B.1.b.ii. above, and the analysis shows the employee is to be considered to have been unimpaired, the employee shall have the right to request a meeting to include the employee, a Union Representative, a member of the Human Resources Department, and the person who requested the employee to take the test. The Union shall notify the Authority in writing within fourteen (14) days after the results of the tests are

available of the employee's request for a meeting, and the meeting shall be scheduled at the convenience of the parties, but no later than fourteen (14) days after receipt by the Authority of the request, circumstances permitting. Whenever possible, the meeting will be scheduled during the employee's regular working hours, and the employee will be compensated at his/her regular rate of pay for any time lost. In the event the meeting cannot be scheduled during the employee's regular working hours, the employee shall be paid an amount equal to four (4) hours pay as compensation for the time spent at the meeting.

D. Dilute Specimen

Negative dilute results with a creatinine concentration equal to or greater than 2mg/dL, but less than or equal to 5mg/dL, will require an immediate recollection under direct observation. Negative dilute results of greater than 5mg/dL will require the employee to take another test immediately. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

VII. GRIEVANCE-ARBITRATION PROCEDURE

Separate from any FTA or DOT requirement, any dispute concerning this policy shall be subject to the parties' grievance-arbitration procedures contained in their collective bargaining agreement.

VIII. DRUG AND ALCOHOL TESTING SECTION OF THE COLLECTIVE BARGAINING AGREEMENT

This policy amends relevant sections of the Drug and Alcohol testing section to the parties' collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING

To the extent any inconsistencies arise between the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees ("the Policy") and any federal, state or local laws, regulations, and ordinances, the latter shall control and shall supersede any inconsistent provisions of the Policy.

APPENDIX A

POLICY AND PROGRAM PERSONNEL

- Vice President, Alex Moreno - Human Resources
  amoreno@transitchicago.com / 312-681-2600

- Drug and Alcohol Program Manager, Designated Employer Representative
  Marie Marasovich - Human Resources
  mmarasovich@transitchicago.com / 312-681-2223

- Substance Abuse Professional, Mark Ketterson - Human Resources
  mketterson@transitchicago.com / 312-681-2216

- Drug and Alcohol Hotline
  312-681-2225 ext. 5

APPENDIXB-
CONDITION OF EMPLOYEE REPORT
FORM 3134

CONDITION OF EMPLOYEE

EMPLOYEE DATA

Name _____ Badge # _____

Work Location _____ Classification _____

Date _____

Time Started Work _____ Time of Observation Accident/Incident _____

OBSERVATION

BALANCE =	UNSURE	☐	QUESTIONABLE	☐	SURE	☐
WALKING =	UNSTEADY	☐	QUESTIONABLE	☐	STEADY	☐
SPEECH =	SLURRED	☐	QUESTIONABLE	☐	CLEAR	☐
BEHAVIORS =	UNCOOPERATIVE	☐	QUESTIONABLE	☐	COOPERATIVE	☐
EYES =	BLOODSHOT	☐	QUESTIONABLE	☐	CLEAR	☐
BODY ODOR =	STRONG	☐	WEAK	☐	NONE	☐

QUESTIONS TO EMPLOYEE

Are you ill or injured? Yes ☐ No ☐

Explain the reason for your physical condition: _____

TEST NOTIFICATION

Please answer all questions:

1. Was employee ordered to submit to breath and urinalysis test? Yes ☐ No ☐
   (Must attach Test Notification - Form 7785)
2. Did Employee refuse breath and urinalysis test? Yes ☐ No ☐
3. Was employee informed of consequences for refusing test? Yes ☐ No ☐
4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Yes ☐ No ☐
   Time of union notification _____

CTA'S OFFICIAL STATEMENT

Please check reason for report: Accident ☐ Incident ☐ Observation ☐ Other ☐

Please write brief statement identifying why test is being conducted: _____

CTA Supervisor/Official: _____ Date and Time Written: _____

Observation Confirmed By: _____ Date and Time Written: _____

CTA 3134 (Rev 9/97-Q) Human Resources

DISTRIBUTION:
White - Work Location
Canary - Accident/Incident File

APPENDIX C: DRUG AND ALCOHOL TEST NOTIFICATION FORMS 7785.01, .02, and .03

CTA DRUG AND ALCOHOL TESTING NOTIFICATION for Injury on Duty (IOD)

If IOD needed immediate medical attention away from scene of accident and involves a CTA vehicle/rollout, you must use the Post-Accident Notification form (cta form 7786.02).

SECTION A: CTA NOTIFYING AGENT MUST COMPLETE BUS ☐ RAIL ☐ MAINT ☐ OTHER ☐ (specify)_____

Employee (EE) Name - LAST:_____ FIRST:_____

EE Job Title:_____ Work Location:_____ Badge#:_____

Work Injury Date:_____ (MM/DD/YEAR) (A)Work Injury Time:_____ (Use 24-Hour Clock) Time Control Center Notified:_____ (Use 24-Hour Clock)

Time EE Sent to Clinic or Time Collector Arrived To Test EE:_____ (Use 24-Hour Clock) Time EE Notified To Submit:_____ (Use 24-Hour Clock)

Test Type: ☐ Possible Claim of Injury

"If 2 hours have passed since Work Injury Time and Time Employee Notified To Submit, explain reason for delay in testing below:"

Delay in Testing: In the event an alcohol test is not administered within two (2) hours following the injury, the reason why testing was not promptly administered must be documented. In the event that an alcohol test is not administered within eight (8) hours following the injury, no further efforts to administer alcohol test and documentation. In the event a drug test is not administered within 32 hours following an injury, do not administer drug test and document reason.

Reasons For Not Testing: If post-accident testing is not conducted within two hours of the accident, the employee's supervisor must prepare and maintain a record stating the reasons why the test was not promptly administered. If post-accident testing is not conducted within eight hours, or drug testing is not conducted within 32 hours, the employer must cease attempts to administer an alcohol or drug test and must prepare and maintain the same record. Records shall be submitted to the FTA upon request. - State Reason Below As To Why Employee Was Not Tested: Use back of form if needed.

Please be sure EE was not already tested by mobile unit or injury care clinic before contacting Control Center to have submitting for test.

CTA Notifying Agent Printed Name CTA Notifying Agent Signature Badge #

SECTION B: EMPLOYEE TO READ AND SIGN

Employee certifies that I am ready to submit to a drug and/or alcohol test in accordance with CTA regulations. I am to report immediately to the designated testing location as directed by the above-noted CTA Notifying Agent. If I refuse to immediately report as directed, or I am directed to fully participate in or attempt to complete the testing process in accordance with the rules of CTA, I may be subject to disciplinary action up to and including discharge. If I am first attempt to provide a suitable breath or urine specimen is unsuccessful, I may be required to undergo additional tests as directed by the CTA Notifying Agent. Refusal to submit to any test will result in the same disciplinary action up to and including discharge. A copy of the testing protocol is available upon request. Employee must return this form to the CTA Notifying Agent immediately upon completion of testing process.

Employee Signature Badge # Date (MM/DD/YY)

SECTION C: COLLECTOR MUST COMPLETE

Time Collector Received Call From Control Center:_____ (Use 24-Hour Clock) Time Collector Arrived At Work Location:_____ (Use 24-Hour Clock)

If Collector's arrival time is more than one (1) hour after receiving call from Control Center, Collector must state reason for delay in arrival below:

"If 8 hours have passed since Work Injury Time (A.A.) DO NOT perform BAT"

☐ Alcohol—Time Alcohol Test Began:_____ (Use 24-Hour Clock) Time Alcohol Test Completed:_____ (Use 24-Hour Clock)

I certify that I did not perform BAT after 8hrs of Start of Incident Time (A.A.):_____ (please initial)

"If 32 hours have passed since Work Injury Time (A.A.) DO NOT perform drug test"

_____ ☐ Drug—Time Drug Test Began:_____ (Use 24-Hour Clock) Time Drug Test Completed:_____ (Use 24-Hour Clock)

_____ ☐ FTA Direct Observation (If applicable)

I certify that I did not perform Drug test after 32hrs of Start of Incident Time (A.A.):_____ (please initial)

Collector Printed Name Collector Signature Date (MM/DD/YY)

cta 7785.01 (Rev 9/15) HR / Drug and Alcohol Compliance, DAC-000

CTA/FTA DRUG AND ALCOHOL TESTING NOTIFICATION for Post-Accident

Distribution:
White – Workforce Copy
Canary – HR, CSR
Pink – Employee Copy
Goldenrod – Colonial Copy

DO NOT use this form for injuries on duty if no vehicle or railcar was involved; see IOD testing form (cta form 7785.01).

SECTION A: CTA NOTIFYING AGENT MUST COMPLETE BUS ☐ RAIL ☐ MAINT ☐ OTHER ☐ (SPECIFY)_____

Employee (EE) Name – LAST:_____ FIRST:_____

EE Job Title:_____ Work Location:_____ Badge#:_____

FTA Post-Accident Type (Choose ONE that applies to accident):

☐ Human Fatality ☐ Public transit vehicle or rail vehicle removed from service

☐ Individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident

CTA Post-Accident Type (Do NOT choose one if you checked a FTA Type above):

☐ Possible Claim of Injury ☐ Property Damage

Accident Date:_____ (MM/DD/YYYY) (A)Accident Time:_____ (Use 24-Hour Clock) Time Control Center Notified:_____ (Use 24-Hour Clock)

Time Collector Arrived:_____ (Use 24-Hour Clock) Time Employee Notified To Submit:_____ (Use 24-Hour Clock)

*****If 2 hours have passed since Start of Accident Time and Time Employee Notified To Submit, explain reason for delay in testing below:*****

Delay in Testing: In the event an alcohol test is not administered within two (2) hours following the accident the reason why testing was not promptly administered must be documented. In the event that an alcohol test is not administered within eight (8) hours following the accident, make no further effort to administer alcohol test and document reason. In the event a drug test is not administered within 32 hours following an accident, do not administer drug test and document reason. (49 CFR Parts 655.44 (a) & (b)) Use back of form if needed.

_____

Reasons For Not Testing (applies only to non-fatal accidents): If you are determine, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident, you do not need to test employee. (49 CFR Part 655.44(b))
State Reason Below As To Way Employee Was Not Tested: *Use back of form if needed.*

_____

CTA Notifying Agent Printed Name CTA Notifying Agent Signature Badge #

SECTION B: EMPLOYEE TO READ AND SIGN

You are notified that you are to submit to a drug and/or alcohol test in accordance with FTA/CTA regulations. You are to report immediately to the designated testing location as directed by the above noted CTA Notifying Agent. Your failure to immediately report as directed, or your refusal to fully participate in or attempt to compromise the testing process is considered a violation of federal regulations and/or CTA rules that may result in disciplinary action up to and including discharge. If your first attempt to provide a suitable breath or urine specimen is unsuccessful, you must make by again. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge. A copy of the testing protocol is available upon request. Employee must return this form to the CTA Notifying Agent immediately upon completion of testing process.

_____

Employee Signature Badge # Date (MM/DD/YY)

SECTION C: COLLECTOR MUST COMPLETE

Time Collector Received Call From Control Center:_____ (Use 24-Hour Clock) Time Collector Arrived At Work Location:_____ (Use 24-Hour Clock)

If Collector's arrival time is more than one (1) hour after receiving call from Control Center, Collector must state reason for delay in arrival below:

_____

*****If 8 hours have passed since Start of Accident Time (A.A.) DO NOT perform BAT*****

☐ Alcohol – Time Alcohol Test Began:_____ (Use 24-Hour Clock) Time Alcohol Test Completed:_____ (Use 24-Hour Clock)

I certify that I did not perform BAT after 8hrs of Start of Incident Time (A.A.):_____ (please initial)

*****If 32 hours have passed since Start of Accident Time (A.A.) DO NOT perform drug test*****

_____ ☐ Drug – Time Drug Test Began:_____ (Use 24-Hour Clock) Time Drug Test Completed:_____ (Use 24-Hour Clock)

_____ ☐ FTA Direct Observation *(if applicable)*

I certify that I did not perform Drug test after 32hrs of Start of Incident Time (A.A.):_____ (please initial)

_____

Collector Printed Name Collector Signature Date (MM/DD/YY)

CTA 7785.02 (Rev 08/15) HR / Drug and Alcohol Compliance, DAC-008

CTA/FTA DRUG AND ALCOHOL TESTING NOTIFICATION
for Random, Reasonable Suspicion, and Follow-Up

Distribution:
White – Workstation Copy
Canary – HR, DER
Pink – Employee Copy
Goldenrod – Collector Copy

SECTION A: CTA NOTIFYING AGENT MUST COMPLETE BUS ☐ RAIL ☐ MAINT ☐ OTHER ☐ (specify)_____

Choose One: ☐ Random Test ☐ Reasonable Suspicion Test * ☐ Follow-Up Test

Employee (EE) Name - LAST:_____ **FIRST:**_____

EE Job Title:_____ **Work Location:**_____ **Badge#:**_____

Date:_____ (MM/DD/YYYY) **(A)Incident Time:** (if applicable)_____ (Use 24-Hour Clock) **Time Control Center Notified:** (if applicable) _____ (Use 24-Hour Clock)

Time Collector Arrived:_____ (Use 24-Hour Clock) **Time Employee Notified To Submit:**_____ (Use 24-Hour Clock)

* Reasonable suspicion test - must complete condition of EE form (8184) and SOR and send to DER.

*****If 2 Hours Have Passed Since Start of Incident Time And Time Employee Notified To Submit, Explain Reason For Delay In Testing Below:*****

Delay In Testing: In the event an alcohol test is not administered within two (2) hours following the incident, the reason why testing was not promptly administered must be documented. In the event that an alcohol test is not administered within eight (8) hours following the incident, make no further effort to administer alcohol test and document reason. In the event a drug test is not administered within 32 hours following an incident, cease to administer drug test and document reason. (49 CFR Part 655.41 (a) & (b)) Use back of form if needed.

_____

Reasons For Not Testing (question only to non-fatal accidents): If you can determine, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the incident, you do not need to test employee. (49 CFR Part 655.44(d))
State Reason Below As To Why Employee Was Not Tested: *Use back of form if needed.*

_____

_____

CTA Notifying Agent Printed Name **CTA Notifying Agent Signature** **Badge #**

SECTION B: EMPLOYEE TO READ AND SIGN

You are notified that you are to submit to a drug and/or alcohol test in accordance with FTA/CTA regulations. You are to report immediately to the designated testing location as directed by the above noted CTA Notifying Agent. Your failure to immediately report as directed, or your refusal to fully participate in or attempt to compromise the testing process is considered a violation of federal regulations and/or CTA rules that may result in disciplinary action up to and including discharge. If your test attempt to provide a suitable breath or urine specimen is unsuccessful, you must try again. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge. A copy of the testing protocol is available upon request. Employee must return this form to the CTA Notifying Agent immediately upon completion of testing process.

_____

Employee Signature **Badge #** **Date (MM/DD/YY)**

SECTION C: COLLECTOR MUST COMPLETE

Time Collector Received Call From Control Center *(if applicable)*:_____ (Use 24-Hour Clock) **Time Collector Arrived At Work Location:**_____ (Use 24-Hour Clock)

If Collector's arrival time is more than one (1) hour after receiving call from Control Center, Collector must state reason for delay in arrival below:

_____

*****If 8 hours have passed since Start of Incident Time (A.A.) DO NOT perform BAT*****

☐ **Alcohol – Time Alcohol Test Began:**_____ (Use 24-Hour Clock) **Time Alcohol Test Completed:**_____ (Use 24-Hour Clock)

I certify that I did not perform BAT after 8hrs of Start of Incident Time (A.A.): _____ **(please initial)**

*****If 32 hours have passed since Start of Incident Time (A.A.) DO NOT perform drug test*****

_____ ☐ **Drug – Time Drug Test Began:**_____ (Use 24-Hour Clock) **Time Drug Test Completed:**_____ (Use 24-Hour Clock)

_____ ☐ **FTA Direct Observation** *(if applicable)*

I certify that I did not perform Drug test after 32hrs of Start of Incident Time (A.A.): _____ **(please initial)**

_____

Collector Printed Name **Collector Signature** **Date (MM/DD/YY)**

cta 7755.08 (Rev 08/19) HR / Drug and Alcohol Compliance, DAC-007

APPENDIX D: DRUG AND ALCOHOL TEST PROTOCOL FORM 0762

COLLECTION PROTOCOL FOR URINE SPECIMEN
(Effective 08/31/09)

1. Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
3. You will be directed to provide your CTA ID number to be written on the drug testing custody and control form (CCF) by the collector.
4. You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
5. You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
6. You will be directed to remove outer clothing (e.g. coveralls, jacket, coat, hat). You must leave these garments and any briefcase, purse, cell phone or other personal belongings with the collector. Failure to comply with these directions will constitute a refusal to test. You may keep your wallet.
7. You will be directed to empty your pockets and display the items in them to the collector.
8. You are not to list on the CCF medications that you are currently taking. (You may make notes of medications on the back of the Donor copy of the CCF for your own convenience, but these notes must not be transmitted to anyone else.)
9. You will be instructed to wash and dry your hands. You may not wash your hands again until after delivering the urine specimen to the collector. You will not be given further access to water or other materials that could be used to adulterate or dilute a urine specimen.
10. You will be directed to select an individually wrapped or sealed collection container from collection kit materials. You must unwrap or break the seal of the collection container. You will not be allowed to take anything from the collection kit into the room used for urination except the collection container.
11. You will be directed to go into a private restroom or closed stall for collection. There you must provide a urine specimen of at least 45 mL. If you fail to provide either a valid specimen or a urine specimen of sufficient quantity, you will be given no more than three hours to produce a satisfactory urine specimen. NOTE: An attempt at providing a urine specimen is required.
12. If the drug test is a return-to-duty test or a follow-up test, it must be conducted under direct observation. Directly observed collection procedures require that employee raise his/her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the observer (of the same gender as the employee) by turning around that the employee does not have a prosthetic device. After it has been determined that the employee does not have such a device, the employee is permitted to return clothing to its proper position for observed urination. The observer then watches the employee urinate into the collection container. Specifically, the observer watches the urine go from the employee's body into the collection container.
13. Do not flush the toilet. Return the urine specimen to the collector as soon as you have completed the void. At no time will the urine specimen be left unattended.
14. Following the collection, the collector will ensure that a sufficient amount of urine (45mL) was provided. Within four minutes after being given the urine specimen, the collector will check the temperature of the urine specimen to ensure it is within the acceptable range of 32-38º C/90-100º F. The collector will also check for signs of tampering.
15. In your presence, the collector will do the following:
    a. Check the box on the CCF (Step 2) indicating that this was a split specimen collection.
    b. Show you that the seals on the urine specimen bottles are intact.
    c. Break the seal on the urine specimen bottles in your presence.
    d. Pour at least 30 mL of urine from the collection container into one urine specimen bottle to be used for the primary urine specimen.
    e. Pour at least 15 mL of urine from the collection container into the second urine specimen bottle to be used for the split specimen.
    f. Place and secure the lids/caps on the bottles.
    g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
    h. Write the date on the tamper-evident bottle seals.
16. You will then be directed to initial the tamper-evident bottle seals for the purpose of certifying that the bottles contain the urine specimen you provided.
17. You will be directed to read and sign the certification statement on the Medical Review Officer copy of the CCF and to provide your printed name, the current date, day and evening contact telephone numbers, and (where required) date of birth.
18. Following completion and review of the CCF by the collector, you will be given the Donor copy of the CCF. The collector will place the sealed urine specimen bottles and the Laboratory copy of the CCF in the appropriate pouches of the plastic bag. The collector will secure both pouches of the plastic bag. You and the collector will initial the tamper evident bag. You will then be directed to leave the collection site.

Issued by - CTA Human Resources, Drug and Alcohol Compliance

CTA 0762 (rev. 02/15) Human Resources 8.5 x 11

COLLECTION PROTOCOL FOR ALCOHOL BREATH TESTING
(Effective 09/25/09)

1. Upon receiving notification that you must submit to an alcohol test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the Breath Alcohol Technician (BAT).
3. You will be directed to provide your CTA ID number to be written on the alcohol testing form (ATF) by the BAT.
4. You will be directed to verify that the information contained under Step 1, Sections A and B of the ATF is correct. The BAT will ask you to verify this information.
5. You will be shown these protocols which explain the testing procedure. You will also be shown the instructions contained on the reverse side of the ATF.
6. You will be directed to complete Step 2 on the ATF and to sign the certification. Refusal to sign this certification will constitute a refusal to test.
7. You will be directed to select an individually wrapped or sealed mouthpiece from the testing materials. The BAT will open the individually wrapped or sealed mouthpiece and insert it into the Evidential Breath Testing Device (EBT).
8. You will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained.
9. If you are unable to provide a sufficient amount of breath on the first attempt, you will be given another opportunity to provide a sufficient amount of breath. Refusal to make this attempt will constitute a refusal to test.
10. The BAT will show you the displayed test result.
11. If the test result is an alcohol concentration of less than 0.02, no further testing will be conducted.
12. If the test result is an alcohol concentration of 0.02 or higher, you will be directed to take a confirmation test following a waiting period of at least 15 minutes.

    Additionally:

    a. Concerning the waiting period, you will be told:

        i. Not to leave the immediate testing area.

        ii. Not to eat, drink, put anything (e.g. cigarette, chewing gum) into your mouth, or belch.

        iii. The reason for the waiting period (i.e. to prevent an accumulation of mouth alcohol from leading to an artificially high reading);

        iv. That following these instructions concerning the waiting period is to your benefit; and

        v. That the confirmation test will be conducted at the end of the waiting period, even if the waiting period instructions have not been followed.

    b. While in your presence, the BAT will conduct an air blank on the EBT before beginning the confirmation test. You will be shown the reading. The test will proceed following an air blank reading of 0.00.

    c. The BAT will open the individually wrapped or sealed mouthpiece and insert it into the EBT. You will then be instructed to read the sequential test number displayed on the EBT.

    d. You will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained. The BAT will show you the displayed test result as well as the unique test number printed out by the EBT.

    e. If the result of the confirmation test is lower than 0.02, nothing further will be required of you.

    f. If the result of the confirmation test is 0.02 or higher, you will be directed to sign and date Step 4 of the ATF.

Issued by – CTA Human Resources, Drug and Alcohol Compliance

CTA 0782 (rev. 02/10) Human Resources 8.5 x 11

APPENDIX E: CTA NON SAFETY-SENSITIVE LIST FOR UNION REPRESENTED EMPLOYEES

CTA NON-SAFETY-SENSITIVE LIST FOR UNION REPRESENTED EMPLOYEES

POSITION TITLE	JSN	POSITION TITLE	JSN
Administrative Secretary	9234	Material & Assignment Dispatcher	1167
Architect II	4969	Material Coordinator I - Rail	2034
Architect III	4970	Material Coordinator II	3495
Bricklayer	1255	Material Handler II	5720
Bricklayer Helper	4814	Material Quality Inspections Coordinator	6265
Building Operating Engineer	6247	Money Handler I	2679
Bus Maintenance Office Clerk	5772	Motor Cleaner	2289
Bus Procurement Coordinator	4655	Office Operations Clerk	4262
Bus Rev Equip Field Technician	4601	Order Control Clerk I	3685
Bus Rev Equip Shop Technician	4599	Order Control Clerk II	2734
Chief Clerk (Bus)	0162	Painter	1227
Chief Clerk (Rail)	0308	Painter (Various)	0420
Chief Operating Engineer	5589	Painter Foreman	1196
Claims Accident Clerk	3989	Painter Leader	1040
Claims Representative	3226	Payroll Processing Clerk	6198
Clerk II (Bus)	0166	Plumber	1228
Clerk III (Bus)	0161	Plumber Foreman	2413
Clerk IV (Bus)	0172	Procurement Match Clerk	5578
Computer Production Controller	3888	Product Engineer III	3568
Currency Processor	4221	Production Clerk - Bus	6214
Customer Service Assistant	6225	Production Clerk - Rail	6215
Customer Service Representative	6224	Purchasing Clerk	6189
Customer Service Representative I	6213	Rail Capital Oversight Project Manager	6266
Customer Service Representative II	6216	Rail Car Procurement Coordinator	4603
Data Entry Clerk	3011	Rail Clerk II	2668
Duplicating Mach Operator I	1614	Rail Clerk III	1578
Duplicating Mach Operator II	1975	Rail Maintenance Terminal Office Clerk	5619
Electrical Worker Facilities	5048	Rail Posting Specialist	6209
Engineering Specification Writer	3128	Reception Clerk - RTW	6210
Escalator Mechanic	2864	Reprographics Support Specialist	6201
Facilities Posting Specialist	6207	Rev Systems Engineer IV	6148
File Clerk (Comp)	2157	Revenue Equipment Foreman	4585
Finishing Clerk	3601	Revenue Equipment Lineman	4586
Foreman Escalator Mechanic	3353	Revenue Equipment Specialist	4563
Janitor (Buildings & Grounds)	0116	Revenue Testing Technician	4756
Janitor (Rapid Transit)	0252	Salvage Control Clerk	3617
Laborer	0620	Senior Combination Clerk	2809
Laborer (Building)	1291	Senior Duplicating Mach Operator	2153
Laborer (South Shops)	2482	Sheet Metal Foreman	2491
Lead Computer Operator	4879	Sheet Metal Worker	1077
Machinist (Building)	1212	Shipping Clerk	1584
Maintenance Personnel Clerk	0557	Shop Records Clerk	1183
Maintenance Training Clerk	5694	Sign & Display Painter	6048
Stationary Engineer	1114		

CTA NON-SAFETY-SENSITIVE LIST FOR UNION REPRESENTED EMPLOYEES

POSITION TITLE	JSN	POSITION TITLE	JSN
Steamfitter (General Maintenance)	1294	Treasury Clerk	4173
Steamfitter (Heating & Air Conditioning)	4784	Treasury Coordinator	4238
Steamfitter Foreman	2436	Treasury Equipment Specialist	5838
Stockroom Clerk - Bus	5813	Unit Exchange Clerk II	2777
Stockroom Clerk I	5584	Utilities Records Clerk	0900
Stockroom Clerk II	5721	Utility Clerk I (Composite)	3381
Telecommunications Specialist	5249	Warehouse Worker I	0266
Temporary Medical Disability	9999	Warranty Clerk	6062
Training & Instruction Administration Assistant	2730	Warranty Compliance Coordinator	6064
		Warranty Technician - North	6049

APPENDIX F: ATU ATTACHMENT H / EMPLOYEE ASSISTANT PROGRAM FOR SUBSTANCE USE FOR UNION REPRESENTED EMPLOYEES

ATTACHMENT H
Employee Assistance Program (EAP)
Part of Wage and Working Conditions Agreement between CTA and 241 & 308 ATU

A. Services

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

1. **Substance Abuse**
   Services for the treatment of substance abuse is available to eligible employees upon formal enrollment into the EAP and subject to the terms and conditions herein and the employee's chosen health care plan.
2. **Financial, Legal and Domestic Relations Problems**
   Services to assist with financial, legal or domestic relations problems are available to eligible employees without formal enrollment into the EAP.
3. **Other**
   Services to assist with emotional problems and other problems which affect the employee's job performance are available to eligible employees without formal enrollment into the EAP subject to the terms and conditions of the employee's chosen health care plan.

Services of the EAP are available to employees designated as Full-Time Permanent (FTP), Full-Time Temporary (FTT), Part-Time (PT) and Special-Part-Time (SPT).

B. Participation

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

2. **First Time Rule Violators**

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

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

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

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

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

   f. An employee who has had more than one rule violation as defined above will be discharged.

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

3. **Independent Treatment Services**

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

   Employees who choose to participate in HMOs will waive any claim to confidentially between themselves and the HMO and/or HMO-affiliated treatment physicians concerning alcohol and/or substance abuse treatment and will permit said HMO and/or physicians to notify the Authority if they seek such treatment from said HMO and/or treating physician. They also agree to fully

participate in any initial and/or follow-up monitoring program as determined by the Administrator/Coordinator of the EAP.

C. Treatment Programs

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

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

3. Notwithstanding paragraph 2 above, employees who perform safety-sensitive functions and have entered the EAP due to an alcohol, narcotic or controlled substance use/abuse problem shall be removed from service. Employees will be returned to service only after receiving certification from the CTA Medical Review Officer.

4. A full-time permanent employee who has completed one year continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for the following:

    a. The employee is eligible to avail himself or herself of the weekly indemnity insurance benefit of $200 per week while the employee is participating in an authorized and approved detoxification and rehabilitation program for a total of sixteen (16) weeks. The indemnity insurance benefit will be available for a second time during the course of employment for a total eight (8) weeks. In no event shall the weekly indemnity insurance benefit exceed a total of twenty-four (24) weeks during the course of employment.

    b. The employee will be eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.

5. A part-time employee who has completed one (1) year of continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.

6. Upon successful completion of the initial phase of a treatment program prescribed by the Substance Abuse Professional, but in no event sooner than eight (8) weeks after entering the EAP, a volunteer whose current job classification at the time of entering the EAP is safety-sensitive will be returned to the active status in his/her former classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return

to duty by the Substance Abuse Professional and been found fit for duty by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than four (4) weeks after entering the EAP, a volunteer whose job classification at the time of entering the EAP is non-safety-sensitive will be returned to active status in his/her former non-safety-sensitive classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return to duty by the Substance Abuse Professional and been found fit to return by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion by a volunteer of a prescribed treatment program, and prior to his or her return to active status, the EAP shall provide the volunteer with a written confirmation that he or she has been released to return to active status, the date he or she entered the Program, and that the time spent in inactive status as directed by the EAP shall not be charged as absenteeism.

7. Any volunteer who participates in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation as determined by the Substance Abuse Professional, or who the CTA Medical Review Office finds unfit to return to duty, shall be made a rule violator provided the employee has no prior rules violation subject to the terms and conditions of Section B.2.

8. An employee may volunteer into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem three (3) times during the course of his employment. An employee who, prior to September 26, 1990, has participated more than once in the EAP program as a rule violator and/or a volunteer because of drug and/or alcohol abuse, may be allowed to participate in the program one additional time during the course of his or her employment. Such an employee will not be given access to the EAP as a rule violator if said previous participation was as a rule violator.

9. Any first time rule violator who is eligible and is permitted by the CTA or by arbitral remedy in a discharge case to participate in the EAP shall not be eligible for any weekly indemnity insurance benefits. A first time rule violator shall be entitled to the following other benefit:

   The employee will be eligible for hospital insurance benefits for hospital administered detoxification-rehabilitation three (3) times during the course of employment. However, failure to make the appropriate patient advocate notice and or failure to contact the Administrator/Coordinator of the EAP within ten (10) days of said treatment will result in the employee being held responsible for all such billings. Contact with the employee's health care provider only, will not fulfill this notice requirement.

10. Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than sixteen (16) weeks after entering the Employee Assistance Program, a rule violator will be returned to active status in his or her former classification, subject to applicable procedures and restrictions.

11. Any rule violator who participated in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation, as determined by the Substance Abuse Professional, or who the CTA Medical Review Officer finds unfit to return to duty, shall be terminated.

12. Although an employee may be accepted into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem as a rule violator only once during the course of his/her employment, such an employee will have the right to volunteer three (3) times into the Program for this problem during the course of employment. However, no employee shall have access to the EAP as either a volunteer or a rule violator, or a combination of the two, more than three times during his/her employment. (Therefore, an employee may either volunteer three (3) times, or be a volunteer twice (2) and a rule violator once (1) during his/her employment.)

13. Any employee who is not actively working in his/her regular classification as a result of participating in the EAP is entitled to receive upon request and on the same basis as all other employees, payment for any unused vacation. Such vacation payment will not be given during the same period as an indemnity payment.

14. It is understood, however, that nothing herein shall service to provide benefits to employees who would not otherwise be entitled to same under Article 15 (Insurance and Sickness Benefits) of the collective bargaining agreement.

D. Restrictions

An employee suffering from an alcohol/narcotics/substance use/abuse or psychiatric impairment will be removed from safety-sensitive classification. An employee in a safety-sensitive classification shall be deemed suffering from psychiatric impairment when the employee's condition in a safety-sensitive classification poses a safety risk to self, the public, or other employees.

E.1 Return to Former Classification

An employee who has been removed from his or her occupation for undergoing treatment as a result of entering the Employee Assistance Program to receive treatment for alcohol/narcotics/substance use or psychiatric problems will be returned to his or her former position under the following circumstances:

Alcohol/Narcotics/Controlled Substances:

a. The employee has actively and successfully participated in the prescribed program of treatment;

b. The employee passes a physical examination certified by the Medical Review Officer and requalifies for his or her position through normal procedures; and

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

Psychiatric Impairment:

a. The Employee Assistance Program Director determines that the employee is capable of resuming active employment and the Medical Review Officer releases the employee;
b. The employee is not precluded from such return by operational or by other medical restrictions; and
c. The employee agrees to continue participation in the Employee Assistance Program and to comply with monitoring programs directed by the Authority.

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

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

a. The employee-participant will request in writing to the Employee Assistance Program Administrator/Coordinator that he or she be placed in a position other than his or her former position.
b. The EAP Administrator/Coordinator will notify the Union and Personnel Administration Department and the employee-participant's department of the employee-participant's request.
c. If an alternate bargaining unit position is available, an employee-participant, for purposes of initial placement only, will be placed in that position on the basis of company seniority. It is understood and agreed that the determination of whether or not an alternate bargaining unit position is available is within the sole discretion of the CTA and is not a grievable issue under the CTA-ATU Wage and Working Conditions Agreement. Nothing contained herein precluded an employee from bidding on a posted position in accordance with the procedures contained in the Wage and Working Conditions Agreement.
d. If no alternate position is immediately available, the employee participant will be placed in Area 605 and will be subject to Attachment D of the CTA Wage and Working Conditions Agreement. However, such employee participant, no earlier than nine months after being placed in Area 605 and no later than ninety days prior to the expiration of the two-year period referred to in Attachment D may request a return to his or her former operating position and will be placed in such budgeted position if it is available and if the Authority's medical department has found the employee fit for duty.

e. If an employee-participant makes a request to be placed in a position other than his or her former position, weekly indemnity insurance benefits will be terminated on the date of the request.

F. Bridging of the Work Record

The work and discipline record of an employee participating in the Employee Assistance program will be bridged across the period of time an employee is not actively working in his or her regular classification for the purpose of determining time limitations in consideration of the employee's past record.

G. Program Adherence

1.

a. Employees who have entered the EAP must continue to meet all conditions prescribed at the beginning of the treatment program.

b. Each participant who returns to duty after successfully completing the initial phase of the EAP is subject to unannounced follow-up drug and/or alcohol testing. The Substance Abuse Professional shall determine the frequency and duration of such follow-up testing. The participant shall be required to take a minimum of six (6) follow-up tests with verified negative results during the first twelve (12) months after returning to duty. After that period of time, the Substance Abuse Professional shall determine the frequency and duration of follow-up testing, provided that the follow-up testing period ends sixty (60) months after the employee returns to duty.

c. Upon notification of a follow-up test, the employee must report to the designated testing location as required. Violation of such conditions will warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2. Also, failure to progress toward resolution of problems which affect work performance, fitness for duty, or that the employee's pledge to remain substance free will also warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2.

2.

a. An employee required by the EAP to submit to a follow-up test, in accordance with this section, during his/her scheduled work hours shall be compensated by the CTA for the time he or she spends with no loss of daily pay. However, it is understood that if an employee is directed to return to work after completion of a follow-up test, the employee may be required to perform any work to be done in his/her classification, including unscheduled work. Time spent in meeting the follow-up test requirement will be considered as time worked for overtime computation purposes.

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

3.

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

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

4.

a. If an employee, anytime during the course of the follow-up testing period referred to in Section G.3, and prior to notification of a drug and/or alcohol test in accordance with Attachment G, Section 11.A, informs the EAP counselor that he or she has relapsed, the employee shall be permitted to continue in the Program. An employee will be permitted to relapse only once during the follow-up testing period. The employee will continue in the Program as either a rule violator or a volunteer depending on how he or she was admitted to the Program prior to the relapse. However, continuing in the Program shall not constitute volunteering into the Program for the purposes of Section C.8. The Substance Abuse Professional shall determine the length of the prescribed treatment program, but in no event shall an employee be removed from service for more than sixteen (16) weeks after announcing his or her relapse. Upon the Medical Review Officer finding the employee fit for duty, the employee shall again be subject to unannounced follow-up testing pursuant to Section G.3 above.

5.

a. The EAP will notify the Union and conduct an intervention meeting in the event of non-participation on the part of a participant. However, continued non-participation after said intervention will result in a Memorandum of Non-Participation which may constitute rule violator status as defined by Section B.2. Inadvertent failure to notify the Union, or failure to conduct said intervention meeting, will not serve to excuse an employee for non-compliance with the prescribed EAP conditions.

H. Administration of the Employee Assistance Program

The Chicago Transit Authority reserves the right to administer the Employee Assistance Program, to the extent that it is responsible for the administration of the persons and institutions that provide necessary treatment and services and the administration of appropriate treatment and services.

A Union-Management Committee, consisting of no more than four (4) representatives appointed by the Authority and four (4) representatives appointed by the ATU Local Unions will meet and confer on issues concerning the provisions of Attachments G and H of the CTA-ATU Wages and Working Conditions Agreement. This Committee will meet, at the request of either part, to review and make recommendations concerning the administration of the Program. Such recommendations will not be binding unless specifically accepted by the Authority and the Unions.

I. Hiring of Former Part-time Employees

Part-time employees who resign as a result of drug or alcohol problems are eligible for reconsideration for employment after a twelve (12) month period. To reapply, the former employee must formally notify the EAP of his/her request and include records that verify that the employee has been drug or alcohol free. If the EAP approves the employee's request, the employee's request for reemployment will be considered by the Personnel Department equally with all other applicants for employment. Should the employee be selected for further processing, the employee will be notified and will continue the employment process subject to normal employment procedures.

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

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

ATTACHMENT H APPENDIX

Definition. For the purposes of Attachment H, "Vehicular Accident" is defined as an occurrence associated with the operation of a CTA vehicle that results in a possible claim of personal injury and/or property damage. It is the intent of the parties that this definition included any employee(s) whose performance could have contributed to the accident such as:

- employee(s) who were controlling the movement of or operating the vehicle at the time of the accident,
- employee(s) assisting in the movement of the vehicle at the time of the accident, and/or,
- employee(s) who repaired, maintain or serviced the vehicle, and where it was determined that the performance of said repair, maintenance or servicing could have contributed to the accident.

In general. The authority to order a post-accident test is pursuant to Attachment G of the collective bargaining agreement. The decision whether to conduct a post-accident test rests with the CTA official(s) with the authority to make such decisions. The CTA official has up to eight (8) hours from the time an accident occurs in which to conduct a breath alcohol test and up to thirty-two (32) hours in which to collect a urine specimen to conduct a drug test. The procedure to determine whether alcohol/drug testing shall be done under Federal Transit Administration ("FTA") or CTA jurisdiction is contained in Human Resources Compliance Bulletin HRPC 97-1, a copy of which is attached hereto.

Fatal accidents. A post-accident test must always be ordered when there is a fatality. In such instance, if the employee(s) involved is(are) safety sensitive, an FTA post-accident test will be ordered by the CTA official. If the employee(s) involved in the fatal accident is(are) not safety sensitive, a CTA post-accident test will be ordered by the CTA official.

Non-fatal accidents. In non-fatal accidents, the CTA official will determine whether to order a post-accident test using the best information available at the time of the decision. If the CTA official determines, using the best information available at the time the decision is made, that the employee(s) could have contributed to the accident, the CTA official shall order a CTA or FTA post-accident text.

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

ATTACHMENT H

ATTACHMENT H

Employee Assistance Program (EAP)

Part of Wage and Working Conditions Agreement between CTA and 241 & 308 ATU

ATTACHMENT H
Employee Assistance Program (EAP)
Part of Wage and Working Conditions Agreement between CTA and 241 & 308 ATU

A. Services

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

1. **Substance Abuse**
   Services for the treatment of substance abuse is available to eligible employees upon formal enrollment into the EAP and subject to the terms and conditions herein and the employee's chosen health care plan.
2. **Financial, Legal and Domestic Relations Problems**
   Services to assist with financial, legal or domestic relations problems are available to eligible employees without formal enrollment into the EAP.
3. **Other**
   Services to assist with emotional problems and other problems which affect the employee's job performance are available to eligible employees without formal enrollment into the EAP subject to the terms and conditions of the employee's chosen health care plan.

Services of the EAP are available to employees designated as Full-Time Permanent (FTP), Full-Time Temporary (FTT), Part-Time (PT) and Special-Part-Time (SPT).

B. Participation

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

2. **First Time Rule Violators**

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

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

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

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

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

   f. An employee who has had more than one rule violation as defined above will be discharged.

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

3. **Independent Treatment Services**

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

   Employees who choose to participate in HMOs will waive any claim to confidentially between themselves and the HMO and/or HMO-affiliated treatment physicians concerning alcohol and/or substance abuse treatment and will permit said HMO and/or physicians to notify the Authority if they seek such treatment from said HMO and/or treating physician. They also agree to fully

participate in any initial and/or follow-up monitoring program as determined by the Administrator/Coordinator of the EAP.

C. Treatment Programs

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

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

3. Notwithstanding paragraph 2 above, employees who perform safety-sensitive functions and have entered the EAP due to an alcohol, narcotic or controlled substance use/abuse problem shall be removed from service. Employees will be returned to service only after receiving certification from the CTA Medical Review Officer.

4. A full-time permanent employee who has completed one year continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for the following:

    a. The employee is eligible to avail himself or herself of the weekly indemnity insurance benefit of $200 per week while the employee is participating in an authorized and approved detoxification and rehabilitation program for a total of sixteen (16) weeks. The indemnity insurance benefit will be available for a second time during the course of employment for a total eight (8) weeks. In no event shall the weekly indemnity insurance benefit exceed a total of twenty-four (24) weeks during the course of employment.

    b. The employee will be eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.

5. A part-time employee who has completed one (1) year of continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.

6. Upon successful completion of the initial phase of a treatment program prescribed by the Substance Abuse Professional, but in no event sooner than eight (8) weeks after entering the EAP, a volunteer whose current job classification at the time of entering the EAP is safety-sensitive will be returned to the active status in his/her former classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return

to duty by the Substance Abuse Professional and been found fit for duty by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than four (4) weeks after entering the EAP, a volunteer whose job classification at the time of entering the EAP is non-safety-sensitive will be returned to active status in his/her former non-safety-sensitive classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return to duty by the Substance Abuse Professional and been found fit to return by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion by a volunteer of a prescribed treatment program, and prior to his or her return to active status, the EAP shall provide the volunteer with a written confirmation that he or she has been released to return to active status, the date he or she entered the Program, and that the time spent in inactive status as directed by the EAP shall not be charged as absenteeism.

7. Any volunteer who participates in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation as determined by the Substance Abuse Professional, or who the CTA Medical Review Office finds unfit to return to duty, shall be made a rule violator provided the employee has no prior rules violation subject to the terms and conditions of Section B.2.

8. An employee may volunteer into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem three (3) times during the course of his employment. An employee who, prior to September 26, 1990, has participated more than once in the EAP program as a rule violator and/or a volunteer because of drug and/or alcohol abuse, may be allowed to participate in the program one additional time during the course of his or her employment. Such an employee will not be given access to the EAP as a rule violator if said previous participation was as a rule violator.

9. Any first time rule violator who is eligible and is permitted by the CTA or by arbitral remedy in a discharge case to participate in the EAP shall not be eligible for any weekly indemnity insurance benefits. A first time rule violator shall be entitled to the following other benefit:

   The employee will be eligible for hospital insurance benefits for hospital administered detoxification-rehabilitation three (3) times during the course of employment. However, failure to make the appropriate patient advocate notice and or failure to contact the Administrator/Coordinator of the EAP within ten (10) days of said treatment will result in the employee being held responsible for all such billings. Contact with the employee's health care provider only, will not fulfill this notice requirement.

10. Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than sixteen (16) weeks after entering the Employee Assistance Program, a rule violator will be returned to active status in his or her former classification, subject to applicable procedures and restrictions.

11. Any rule violator who participated in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation, as determined by the Substance Abuse Professional, or who the CTA Medical Review Officer finds unfit to return to duty, shall be terminated.

12. Although an employee may be accepted into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem as a rule violator only once during the course of his/her employment, such an employee will have the right to volunteer three (3) times into the Program for this problem during the course of employment. However, no employee shall have access to the EAP as either a volunteer or a rule violator, or a combination of the two, more than three times during his/her employment. (Therefore, an employee may either volunteer three (3) times, or be a volunteer twice (2) and a rule violator once (1) during his/her employment.)

13. Any employee who is not actively working in his/her regular classification as a result of participating in the EAP is entitled to receive upon request and on the same basis as all other employees, payment for any unused vacation. Such vacation payment will not be given during the same period as an indemnity payment.

14. It is understood, however, that nothing herein shall service to provide benefits to employees who would not otherwise be entitled to same under Article 15 (Insurance and Sickness Benefits) of the collective bargaining agreement.

D. Restrictions

An employee suffering from an alcohol/narcotics/substance use/abuse or psychiatric impairment will be removed from safety-sensitive classification. An employee in a safety-sensitive classification shall be deemed suffering from psychiatric impairment when the employee's condition in a safety-sensitive classification poses a safety risk to self, the public, or other employees.

E.1 Return to Former Classification

An employee who has been removed from his or her occupation for undergoing treatment as a result of entering the Employee Assistance Program to receive treatment for alcohol/narcotics/substance use or psychiatric problems will be returned to his or her former position under the following circumstances:

Alcohol/Narcotics/Controlled Substances:

a. The employee has actively and successfully participated in the prescribed program of treatment;

b. The employee passes a physical examination certified by the Medical Review Officer and requalifies for his or her position through normal procedures; and

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

Psychiatric Impairment:

a. The Employee Assistance Program Director determines that the employee is capable of resuming active employment and the Medical Review Officer releases the employee;

b. The employee is not precluded from such return by operational or by other medical restrictions; and

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

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

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

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

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

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

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

e. If an employee-participant makes a request to be placed in a position other than his or her former position, weekly indemnity insurance benefits will be terminated on the date of the request.

F. Bridging of the Work Record

The work and discipline record of an employee participating in the Employee Assistance program will be bridged across the period of time an employee is not actively working in his or her regular classification for the purpose of determining time limitations in consideration of the employee's past record.

G. Program Adherence

1.

a. Employees who have entered the EAP must continue to meet all conditions prescribed at the beginning of the treatment program.

b. Each participant who returns to duty after successfully completing the initial phase of the EAP is subject to unannounced follow-up drug and/or alcohol testing. The Substance Abuse Professional shall determine the frequency and duration of such follow-up testing. The participant shall be required to take a minimum of six (6) follow-up tests with verified negative results during the first twelve (12) months after returning to duty. After that period of time, the Substance Abuse Professional shall determine the frequency and duration of follow-up testing, provided that the follow-up testing period ends sixty (60) months after the employee returns to duty.

c. Upon notification of a follow-up test, the employee must report to the designated testing location as required. Violation of such conditions will warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2. Also, failure to progress toward resolution of problems which affect work performance, fitness for duty, or that the employee's pledge to remain substance free will also warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2.

2.

a. An employee required by the EAP to submit to a follow-up test, in accordance with this section, during his/her scheduled work hours shall be compensated by the CTA for the time he or she spends with no loss of daily pay. However, it is understood that if an employee is directed to return to work after completion of a follow-up test, the employee may be required to perform any work to be done in his/her classification, including unscheduled work. Time spent in meeting the follow-up test requirement will be considered as time worked for overtime computation purposes.

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

3.

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

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

4.

a. If an employee, anytime during the course of the follow-up testing period referred to in Section G.3, and prior to notification of a drug and/or alcohol test in accordance with Attachment G, Section 11.A, informs the EAP counselor that he or she has relapsed, the employee shall be permitted to continue in the Program. An employee will be permitted to relapse only once during the follow-up testing period. The employee will continue in the Program as either a rule violator or a volunteer depending on how he or she was admitted to the Program prior to the relapse. However, continuing in the Program shall not constitute volunteering into the Program for the purposes of Section C.8. The Substance Abuse Professional shall determine the length of the prescribed treatment program, but in no event shall an employee be removed from service for more than sixteen (16) weeks after announcing his or her relapse. Upon the Medical Review Officer finding the employee fit for duty, the employee shall again be subject to unannounced follow-up testing pursuant to Section G.3 above.

5.

a. The EAP will notify the Union and conduct an intervention meeting in the event of non-participation on the part of a participant. However, continued non-participation after said intervention will result in a Memorandum of Non-Participation which may constitute rule violator status as defined by Section B.2. Inadvertent failure to notify the Union, or failure to conduct said intervention meeting, will not serve to excuse an employee for non-compliance with the prescribed EAP conditions.

H. Administration of the Employee Assistance Program

The Chicago Transit Authority reserves the right to administer the Employee Assistance Program, to the extent that it is responsible for the administration of the persons and institutions that provide necessary treatment and services and the administration of appropriate treatment and services.

A Union-Management Committee, consisting of no more than four (4) representatives appointed by the Authority and four (4) representatives appointed by the ATU Local Unions will meet and confer on issues concerning the provisions of Attachments G and H of the CTA-ATU Wages and Working Conditions Agreement. This Committee will meet, at the request of either part, to review and make recommendations concerning the administration of the Program. Such recommendations will not be binding unless specifically accepted by the Authority and the Unions.

I. Hiring of Former Part-time Employees

Part-time employees who resign as a result of drug or alcohol problems are eligible for reconsideration for employment after a twelve (12) month period. To reapply, the former employee must formally notify the EAP of his/her request and include records that verify that the employee has been drug or alcohol free. If the EAP approves the employee's request, the employee's request for reemployment will be considered by the Personnel Department equally with all other applicants for employment. Should the employee be selected for further processing, the employee will be notified and will continue the employment process subject to normal employment procedures.

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

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

ATTACHMENT H APPENDIX

Definition. For the purposes of Attachment H, "Vehicular Accident" is defined as an occurrence associated with the operation of a CTA vehicle that results in a possible claim of personal injury and/or property damage. It is the intent of the parties that this definition included any employee(s) whose performance could have contributed to the accident such as:

- employee(s) who were controlling the movement of or operating the vehicle at the time of the accident,
- employee(s) assisting in the movement of the vehicle at the time of the accident, and/or,
- employee(s) who repaired, maintain or serviced the vehicle, and where it was determined that the performance of said repair, maintenance or servicing could have contributed to the accident.

In general. The authority to order a post-accident test is pursuant to Attachment G of the collective bargaining agreement. The decision whether to conduct a post-accident test rests with the CTA official(s) with the authority to make such decisions. The CTA official has up to eight (8) hours from the time an accident occurs in which to conduct a breath alcohol test and up to thirty-two (32) hours in which to collect a urine specimen to conduct a drug test. The procedure to determine whether alcohol/drug testing shall be done under Federal Transit Administration ("FTA") or CTA jurisdiction is contained in Human Resources Compliance Bulletin HRPC 97-1, a copy of which is attached hereto.

Fatal accidents. A post-accident test must always be ordered when there is a fatality. In such instance, if the employee(s) involved is(are) safety sensitive, an FTA post-accident test will be ordered by the CTA official. If the employee(s) involved in the fatal accident is(are) not safety sensitive, a CTA post-accident test will be ordered by the CTA official.

Non-fatal accidents. In non-fatal accidents, the CTA official will determine whether to order a post-accident test using the best information available at the time of the decision. If the CTA official determines, using the best information available at the time the decision is made, that the employee(s) could have contributed to the accident, the CTA official shall order a CTA or FTA post-accident text.

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

ATTACHMENT I

ATTACHMENT I

APPENDIX D SHOW-UP PAY

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

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

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

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

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

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

(7) If a show-up employee is assigned work which reports <u>before</u> the actual show-up starting time, he <u>will not</u> receive the four hours for the show-up, but will receive pay for the work he performs with a minimum of eight hours each day.

(8) An extra employee who misses (and does not get work), signs sick or fails to complete the assignment for the day breaks his/her eight hour minimum guarantee for that day.

(9) If an extra employee misses an assignment (including scrub and show-up, show-up and scrub, or show-up) and is then assigned work, he/she receives the daily minimum guarantee only if the employee reports in a reasonable period of time after this miss, ready for work and with the requirement that the employee take the new assignment.

(10) Employee on show-up may be used in emergencies for small tasks - such as taking transfers to ticket agents, transporting small amounts of change/tokens to agents, putting mail on trains - without affecting their eligibility for receiving run/scrub assignments.

(11) When an extra or regular employee is assigned work that is canceled (example: flagman assignments, special train movements) the employee will be placed on four-hour show-up immediately.

ATTACHMENT J

ATTACHMENT J
CHICAGO TRANSIT AUTHORITY
VEHICLE ACCIDENT GUIDELINES

INTRODUCTION

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

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

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

ACCIDENT GUIDELINES

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

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

1st accident	Refer to instruction
2nd accident	Refer to instruction (repeater instruction)
3rd accident	Individual retraining
4th accident	Individual retraining repeater
5th accident	The employee will be referred to the appropriate Supervisor for consideration for Administrative Separation

There shall be established 2 committees. Each committee shall be comprised of 3 representatives from the respective Local and 3 representatives from the CTA to study and determine which types of accident will subject an employee immediately to more serious action up to and including administrative separation as well as the number of accidents that will result in consideration for administrative separation.

These committees shall commence functioning immediately upon ratification by the CTA Board of the Tentative Agreement and remain in existence for up to 90 days. The parties hereto agree that training pay shall not commence until the committees set forth above conclude their work and issue their reports listing the types of accident permitting immediate serious action up to and including administrative separation. The lists created by the Committees shall not be exclusive – they shall however set forth generally the types of such accidents.

The foregoing guidelines are based upon a twenty-four (24) month period prior to the date of the most recent accident. Any employee who during such a twenty-four (24) month period is involved in a total of five (5) accidents of any type while operating an Authority vehicle shall be subject to administrative separation.

The parties further understand and agree that the terms of the Exhibit __J__ do not take precedence over Attachment H or over Attachment G.

The committee will agree on the number of accidents and the type of accident.

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

ATTACHMENT K

ATTACHMENT K

TENTATIVE AGREEMENT

2.7 SUBCONTRACTING

The Authority shall not subcontract or assign to others work which is normally and regularly performed by employees within the collective bargaining unit, except in cases of emergency when the work or service required cannot be performed by the available complement of unit members. The Authority reserves the right to continue its present practice of contracting out certain work of the nature and type contracted out in the past.

In addition to the foregoing, the CTA may outsource (subcontract) premium or specialty rail service, including without limitation, "Airport Express," except that it may not outsource any rapid transit operator, switchman or car repairer functions. Furthermore, the CTA may outsource (subcontract) any supplemental rail janitorial services, so long as no Local 308 janitors are displaced due to such outsourcing.

Name	Name
PRESIDENT / BUSINESS AGENT	V.P. RAIL OPERATIONS
Title	Title
Date	Date

ATTACHMENT L

ATTACHMENT L

ARTICLE 11 – OTHER WORKING CONDITIONS

...

11.2 OPERATIONS EMPLOYEES

...

(n) EMPLOYEE CLASSIFICATIONS. Newly hired employees will be required to qualify as Rapid Transit Operator (RTO), Flagman and Customer Assistant. Within twelve (12) months after an employee qualifies in all three (3) classifications, the employee shall be required to qualify as a Switchman. At the option of the Authority, up to forty per cent (40%) of a new rail operations hire group may be required to qualify as a Yard Leader and up to forty per cent (40%) of the class may be required to qualify as a Towerman. Notwithstanding these provisions, the Authority has the right to hire new employees (either full-time or part-time and either permanent or temporary) for the sole purpose of performing the job duties of a Flagman, and such employees will be paid the hourly rate of the Car Servicer Classification. The number of temporary Flagmen may not exceed 20% of all full-time permanent operating employees.

Full-time temporary and part-time temporary Flagmen who have completed ninety (90) days of service may participate, at their option, in the Authority's PPO Medical Plan Option 3, or its successor plan. Employees electing to participate in PPO Medical Plan Option 3 must make by payroll deduction the bi-weekly payments for such coverage at the rate set for full-time permanent employees participating in the same plan. Full-time temporary and part-time temporary Flagmen are not entitled to dependent health care coverage. Temporary Flagmen, whether part time or full time (a) will not be entitled to paid leave or other fringe benefits except as provided within this paragraph or by law; (2) will be paid for all time during which they are required by the Authority to perform any duties but shall not be eligible for any guarantees or penalties; and (3) shall not accrue seniority.

Name

Name

PRESIDENT / BUSINESS AGENT
Title

V.P. RAIL OPERATIONS
Title

Date

Date

2 of 2

ATTACHMENT M

ATTACHMENT M

CSR/CSA Agreement

This Agreement ("Agreement") was made and entered into on the 12th day of December 2012, by and between the Chicago Transit Authority ("CTA") and the Amalgamated Transit Union, Local 308 ("Local 308"), collectively referred to as the "Parties", and modified on February 14, 2018

WHEREAS:

The Wage and Working Conditions Agreement ("CBA") between the CTA and Local 308 establishes the terms and conditions of employment for bargaining unit employees represented by Local 308;

The basic classification for Rail Operations employees under the CBA is Combined Rail Operator ("CRO"). CRO(s) are currently required to qualify as Customer Assistant ("CA"), Rapid Transit Operator ("RTO"), Flagman, and either Switchman or Towerman;

Local 308 has filed a grievance alleging that CTA violated the Customer Assistant Coverage Agreement signed by the then President of Local 308 on August 18, 2000, Grievance No. 309-31, and a grievance alleging that the picking rights of Customer Assistants are being violated because they are not being permitted to pick the extra board, Grievance No. 1209-34 ("the Grievances");

Local 308 has filed an unfair labor practice charge, Case No L-CA-09-100, with the Illinois Labor Relations Board ("Board") claiming that CTA violated Sections 10(a)(1) and (4) of the Illinois Labor Relations Act by failing to provide the Union with information needed to police the enforcement of the Customer Assistant Coverage Agreement. On October 1, 2010, the Board issued a Complaint in Case No L-CA-09-100 ("the ULP")

CTA has raised defenses to the ULP and to the Grievances;

The parties wish to resolve the Grievances and the ULP, and to implement cost saving methods and to increase efficiency of operations;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, and the mutual promises exchanged herein, the sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

1. Two new bargaining unit positions known as Customer Service Representative ("CSR") and Customer Service Assistant ("CSA") are hereby created.

2. CTA recognizes Local 308 as the sole and exclusive bargaining agent for CSRs and CSAs working under the CBA and this Agreement.

3. As of the effective date of this Agreement, the CRO classification will no longer include the CA qualification. CSR and CSA will be stand alone classifications.

4. All employees hired prior to the date of this Agreement who have qualified as CAs will be deemed to be qualified for the CSR position.

5. All employees who are current frozen CAs will be placed in a frozen CSR position without loss of benefits or seniority. CSRs will be compensated in accordance with the provisions controlling the Customer Assistant classification under the CBA. All provisions of the CBA pertaining to Rail Operations employees shall apply to CSRs. The parties agree to rename the classification effective with the execution of the 2012-2015 CBA.

6. All CSRs and CSAs will be eligible for a complete uniform allowance, payable in accordance with Article 4.6.I of the CBA.

7. While CTA employs CSAs, there will be a minimum of 240 frozen CSR positions, which will be filled in the following order: (a) current frozen CAs; (b) employees laid off on February 7, 2010, who are qualified as CAs, will be recalled in order of classification seniority and allowed to freeze as CSRs; and (c) actively working employees who are qualified as CAs and frozen in other classifications who will be allowed to refreeze as CSRs.

8. A minimum 225 of the frozen CSRs shall pick their work and at least one CSR per terminal will be allowed to pick an extra board position chosen by the employees in seniority order. All frozen CSRs on the extra board will be assigned work as a CSR prior to any CSAs.

9. When the number of frozen CSRs falls below 240, currently employed CSAs will be allowed to fill the open positions by becoming CSRs. CSAs who become CSRs shall be given progression credit for the time spent as CSAs. CSAs shall accrue credit towards completion of the progression schedule at the rate of one hundred and seventy-three and three tenths (173.3) hours worked equaling one (1) month's credit.

10. CSAs will be given the opportunity, in Company seniority order, to apply for any open Local 308 bargaining unit position prior to the hiring of new employees. CSAs will not be required to pass a record review in order to be offered an available bargaining unit position; however, the employee's work record shall follow the employee into the new position.

11. Any employees currently classified as Part-Time Temporary ("PTT") Customer Assistants will be transitioned to PTT CSRs and afforded the first opportunity to become a CSR. Any layoffs of CSRs and CSAs shall be in the following order: CSAs shall be laid off first, then PTT CSRs and then CSRs.

12. The pay rate for newly hired CSAs shall be $12.40 per hour which will be increased to $14.75 an hour, as follows:
$ .70 an hour increase after nine (9) months of employment, plus
$ .80 an hour increase after eighteen (18) months of employment, plus
$ .85 an hour increase after twenty-four (24) months of employment.

13. Upon completion of the wage progression set forth in Paragraph 12 of this Agreement, each CSA shall receive fifty-eight (58%) of each percentage wage increase that becomes payable thereafter to CSRs at the top CSR rate. Effective January 1, 2016, CSAs shall receive one hundred percent (100%) of all across-the-board wage increases.

14. CSAs will be assigned to Rapid Transit stations to assist the CSR, or to cover stations where there is no current CA coverage, at the discretion of the Authority.

15. CSAs will be allowed to pick their schedules up to 32 hours per week, and shall be given at least two (2) days off per week. CSAs shall pick after all CSRs have picked. CSAs shall not be allowed to work in excess of 32 hours per week, unless the workbook and the double-up book for CSRAs has been exhausted.

16. CSAs shall be eligible for the CTA Healthcare Plans for Part-time employees.

17. CSAs are not covered by the Retirement Plan for CTA Employees, incorporated in Article 18 of the parties' CBA and, except as provided in Paragraph 16 above, shall not be entitled to employee benefits, pay guarantees, premiums or paid time off, including, without limitation, paid sick leave, vacation days and holiday, except that CSAs shall receive a CTA riding pass.

18. All pertinent provisions of the CBA, except as specifically excluded by this Agreement, shall apply to CSAs.

19. Prior to commencing employment with the CTA, applicants for a CSA position shall be required to:

    Satisfy all requisites for the position, including, but not limited to, medical and physical requirements, drug and alcohol testing, and a background check; and

    Complete all training and/or qualifications required for the position of CSA.

20. No CSA shall be employed by the Authority if any CSR is on layoff.

21. As of the implementation of this Agreement, the CTA shall not permit private security guard firms to be on duty at any CTA Rapid Transit Station, unless a CSR or CSA is present. This Agreement shall be fully implemented by July 1, 2013 or six (6) months following its ratification, whichever is earlier, provided that by March 31, 2013, a CSR or a CSA shall be assigned to at least fifty percent (50%) of the CTA Rapid Transit Stations where, as of the date of execution of this Agreement, there is no current CA coverage.

22. All employees in the classifications of Customer Assistant Supervisors or Customer Assistant Instructors will be transitioned into the respective classification of CSR Supervisors or CSR Instructors, without loss of pay, benefits or seniority.

23. This Agreement shall not be effective until ratified by the membership of Local 308. In the event that the Agreement is not so ratified, it shall be null and void.

24. The Parties understand that the approval of the Illinois Labor Relations Board is required for inclusion of these new classifications within the bargaining unit. The Parties agree that they will work together to ensure this process is completed.

25. Upon full execution of this Agreement, Local 308 shall take the steps necessary to withdraw the Grievances and the ULP.

26. This Agreement is limited to its subject matter and constitutes the full and complete agreement between the parties relating to this subject matter. The Parties agree and acknowledge that the terms of this agreement shall apply without exception only to the present subject matter and shall not in any way or form be used as a precedent in any present or future controversies between the Parties, or in any dispute, communication, grievance, arbitration, administrative actions or in any action at law or in equity, or in any judicial or administrative forum.

ATTACHMENT N

BUS AND FACILITIES APPRENTICE PROGRAM

1. The Bus Servicer Apprentice position and the Building and Grounds Janitor Apprentice position in the Bus and Facilities Apprentice Program shall be represented by Local 241. The term of employment for an Apprentice in the Bus and Facilities Apprentice Program shall not exceed one year, unless otherwise agreed by the parties.

2. a. The wage rate of all Apprentices shall be increased to $12.50 per hour effective January 1, 2018.

b. The wage rate of all Apprentices shall be increased to $13.50 per hour effective January 1, 2019.

c. 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 Apprentices shall receive a CTA riding pass.

3. Apprentices will work up to forty hours a week.

4. CTA shall employ no more than 200 Apprentices in the Bus and Facilities Apprentice Program at any one time. CTA in its sole discretion shall determine the number of Bus Servicer Apprentices and the number of Buildings and Grounds Janitor Apprentices subject to the foregoing sentence.

5. If CTA hires an Apprentice into a full-time permanent position, the Apprentice's time worked as an Apprentice shall be credited to the waiting period for group accident and sickness coverage pursuant to Section 15.3 of the parties' wage and working conditions agreement.

6. During the summer months, CTA may utilize participants in the Kidstart program to perform the work that would otherwise be assigned to Apprentices as well as other cleaning functions.

7. CTA shall fill Bus Servicer vacancies at the conclusion of every twelve-month calendar period, or as requested by Local 241, provided that the CTA has a qualified applicant with an acceptable work history. Fifty percent of such hires shall be from the Apprentice Program and fifty percent of such hires from other sources.

8. Bus Servicer Apprentices shall be assigned only General Clean functions and removal of garbage from buses at terminals. Such work shall be under the supervision of management and the direction of the Garage Cleaner bargaining unit members who shall be known as Garage Cleaner Leaders. CTA will establish two Garage Cleaner Leader

positions per shift at each bus garage. The Group Cleaner Leaders shall be working Leaders and shall have the responsibility to direct the Bus Servicer Apprentices in the performance of their apprentice duties. Garage Cleaner Leaders shall be paid a stipend of $.50 per hour for each hour they engage in the direction of the Bus Servicer Apprentices. The provisions of this paragraph shall also be applicable with regard to the CTA's utilization of employees under the Kidstart program.

9. Buildings and Grounds Janitor Apprentices shall assist Buildings and Grounds Janitors on the p.m. and midnight shifts in the cleaning and maintaining of offices, washrooms, lunchrooms, work areas and bus turnarounds under the supervision of management and the direction of the Janitor Coordinator, Buildings & Grounds. Janitors on the p.m. and midnight shifts who are assisted by Janitor Apprentices shall be paid a stipend of $.50 per hour for each hour they engage in the direction of a Janitor Apprentice. Janitor Apprentices shall be assigned to a Janitor on the p.m. or midnight shift effective each janitors' pick. No more than two Janitor Apprentices shall be assigned to assist a Janitor.

10. As long as Apprentices in the Bus and Facilities Apprentice Program are employed by the CTA, any Bus Servicer or Janitor in Area 605 who is found medically fit to return to work to his or her position shall be returned to work.

11. Apprentices shall be entitled to Union representation and will have grievance rights under the parties' wage and working conditions agreement for issues relating to wages and discharge. Any grievance over the discharge of an Apprentice shall be submitted to the Mediation-Arbitration Program as provided in Section 17.8 of the parties' wages and working conditions agreement.

12. In the event CTA decides it must layoff one or more Bus Servicers, CTA will terminate the employment of Bus Service Apprentices upon the effective date of such layoff and will not hire any Bus Service Apprentices until all laid off Bus Servicers eligible for reinstatement are reinstated.

13. In the event CTA decides it must layoff one or more Janitors (Building and Grounds), CTA will terminate the employment of Building and Grounds Janitor Apprentices upon the effective date of such layoff and will not hire any Buildings and Grounds Janitor Apprentices until all laid off Janitors (Building and Grounds) eligible for reinstatement are reinstated.

14. It is understood by the parties that an Apprentice's duties shall not adversely affect the work of Bus Servicers or Janitors and, therefore, the parties agree to discuss the scope of the Apprentices' duties in the event there are questions regarding such duties.

15. This Agreement will be attached to and incorporated in the parties' Wage and Working Conditions Agreement.

Kenneth Franklin

Keith D. Hill 1-16-18

ATTACHMENT O

1-16-18

CAR AND RAIL JANITOR SERVICER APPRENTICE PROGRAM

1. The Apprentice positions in the Car Servicer and Rail Janitor Apprentice Program (herein referred to as "Apprentice Program") shall be represented by Local 308. The term of employment for a Car Servicer Apprentice and a Rail Janitor Apprentice in the Apprentice Program shall not exceed twelve months, unless otherwise agreed by the parties.

2. a. The wage rate of all Apprentices shall be increased to $12.50 per hour effective January 1, 2018.

b. The wage rate of all Apprentices shall be increased to $13.50 per hour effective January 1, 2019.

c. 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 Car Servicer Apprentices shall receive a CTA riding pass.

3. Apprentices will work up to 40 hours a week.

4. CTA shall employ no more than 65 Car Servicer Apprentices in the Apprentice Program at any one time.

5. Car Servicer Apprentices shall be assigned to clean CTA rail cars at rail stations at the direction of management.

6. If CTA hires an Apprentice into a full-time permanent position, the Apprentice's time worked as an Apprentice shall be credited to the waiting period for group accident and sickness coverage pursuant to Section 15.3 of the Wage and Working Conditions Agreement.

7. Car Servicer Apprentices will be assigned to work pm and midnight shifts only, provided that, if, following the Car Servicers pick, there are open a.m. tricks which were not picked by any Car Servicer, a Car Servicer Apprentice may be assigned to work the open a.m. trick. No Car Servicer Apprentice will be assigned to work a trick that was red-lined during the pick.

8. Apprentices shall be entitled to Union representation and will have grievance rights with regard to issues relating to wages and discharge, provided that any grievance over the discharge of an Apprentice shall be submitted to the Mediation-Arbitration Program pursuant to Section 17.8 of the Agreement.

9. Car Servicer Apprentices may not perform graffiti removal from the exterior of rail cars.

10. In the event CTA decides it must layoff one or more Car Servicers, CTA will terminate the employment of Car Servicer Apprentices upon the effective date of such layoff and will not hire any Car Servicer Apprentices until all laid Car Servicers eligible for reinstatement are reinstated.

11. As long as Car Servicer Apprentices are employed by CTA, any Car Servicer in Area 605 who is found medically fit to return to work as a Car Servicer shall be returned to work as a Car Servicer.

12. Provided that CTA employs a minimum of 215 full time permanent Rail Janitors, CTA may employ up to 50 Rail Janitor Apprentices. If the number of permanent full time Rail Janitors falls below 215 for more than 90 days, CTA must cease employing Rail Janitor Apprentices.

13. As long as Rail Janitor Apprentices are employed by CTA, any Rail Janitor in Area 605 who is found medically fit to return to work as a Rail Janitor shall be returned to work as a Rail Janitor.

14. In the event call-offs require CTA to direct a Rail Janitor to bridge his or her trick, if a Rail Janitor Apprentice is available to perform the work, the Rail Janitor Apprentice shall be assigned to cover the work, and the Rail Janitor will not be required to bridge his or her trick.

15. The Rail Janitor Apprentices shall perform Rail Janitor duties.

16. Prior to the Rail Janitor pick, a pick meeting will be held between CTA and Local 308 to resolve any issues with regard to the pick and the assignment of Rail Janitor Apprentices. Rail Janitor Apprentices will be assigned work that was not picked during the Rail Janitor's pick or will be assigned work from the Extra Board. No Rail Janitor Apprentices will be assigned to work a trick that was red-lined during the Rail Janitor pick.

17. The above provisions with regard to Car Servicer Apprentices' wages, benefits and working conditions shall apply to Rail Janitor Apprentices.

18. This Agreement will be attached to and incorporated in the Party's Wage and Working Conditions Agreement.

Kenneth Franklin

Keith D. Kil

ATTACHMENT P

EXHIBIT C
December 7, 2012

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

Exhibit C-2
December 7, 2012

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 TVI Trustee

ATTACHMENT Q

BEFORE
EDWIN H. BENN
ARBITRATOR

In the Matter of Arbitration Between	)	
AMALGAMATED TRANSIT UNION LOCAL 241	)	Gr. Nos. 08-695, etc. Arb. Ref. 09.279 (AVAS)
and	)	
CHICAGO TRANSIT AUTHORITY	)	

REVISED ORDER

This dispute arises out of the CTA's use of its Automatic Voice Annunicator System and Bus Location Information System ("AVAS-BLIS") for disciplinary purposes. A list of the underlying grievances resolved by this Order is appended hereto as Attachment 1. A hearing was conducted on January 11, 2011, in Chicago, Illinois. Testifying for CTA was General Manager of Strategic Planning Kevin O'Malley. Testifying for the Union were Executive Board members Nate Scurlock, Vern Hodges, Michael Taylor, and Woodrow Eiland. Upon full consideration of all of the witness testimony, the parties' exhibits and their arguments, it is hereby found and ordered:

1. The CTA has the managerial right to utilize AVAS-BLIS to determine whether to discipline bus operators for failing to adhere to schedule requirements and for other infractions; so far as the undersigned neutral is able to determine, nothing in the Regional Transportation Authority Act, including any amendment contained in H.B. 656, limits this managerial right of the CTA. The CTA has the right to discipline a bus operator who at any time does not adhere to schedule requirements if the bus operator does not have an acceptable explanation.

2. Because of the substantial number of grievances which have been filed as a result of the CTA's issuance of discipline to bus operators based originally on AVAS-BLIS data and or reports and given my broad authority to formulate remedies, the following procedure for such discipline issued for periods commencing on March 16, 2011 shall be followed:

A. The CTA agrees to continue to discipline bus operators for failing to adhere to schedule requirements based originally on AVAS data and reports for bi-monthly periods from, respectively, the first through the fifteenth day of a month and from the sixteenth to the final day of the month. The CTA shall make available to bus operators records of their performance as reported by AVAS-BLIS by means of postings at their respective garages. The postings shall include for each operator at a garage the bus operator's badge number and the number and percentage of each type of schedule adherence violation reported by AVAS-BLIS. See Attachment 2. The postings shall be made according to the following schedules:

(1) For any bimonthly period from the first to the fifteenth day of a month, bus operators' performance for the first to the fifth day of the month shall be posted absent unusual circumstances no later than the seventh day of the month; bus operators' performance for the first to the tenth day of the month shall be posted absent unusual circumstances no later than the twelfth day of the month; bus operators' performance from the first to the fifteenth day of the month shall be posted absent unusual circumstances no later than the seventeenth day of the month. Bus operators shall acknowledge that they have reviewed these postings by initialing them.

(2) For any bimonthly period from the sixteenth to the final day of a month, bus operators' performance for the sixteenth to the twentieth day of the month shall be posted absent unusual circumstances no later than the twenty-second day of the month; bus operators' performance for the sixteenth to the twenty-fifth day of the month shall be posted absent unusual circumstances no later than the twenty-seventh day of the month; bus operators' performance for the sixteenth to the final day of the month shall be posted absent unusual circumstances no later than the second day of the following month. Bus operators shall acknowledge that they have reviewed these postings by initialing them.

B. AVAS-BLIS information not provided by the CTA to a bus operator within the time period specified in subparagraph 2.A cannot be used by the CTA as evidence of an infraction by a bus operator for the purpose of imposing discipline. However, for determining whether to impose discipline for an infraction by a bus operator, failure by the CTA to timely provide such AVAS-BLIS information shall not preclude the CTA from using other evidence of the infraction to determine whether to impose discipline. The CTA may not discipline a bus operator on the basis of AVAS-BLIS data for any trip for which it has already disciplined the bus operator on the basis of such other evidence.

C. Bus operators may obtain the data underlying the violations reported in the postings described in subparagraph 2.A from a garage manager or from a common garage computer terminal. See Attachment 3. Such computer terminals shall contain instructions on how to obtain the underlying data. In the event a bus operator disagrees with the AVAS-BLIS information provided by the CTA about the bus operator's performance on a working day either because the bus operator believes the information is inaccu-

rate or because the bus operator believes there is an acceptable explanation for his or her performance, the bus operator must document in detail the specific basis for his or her disagreement on the form appended hereto as Attachment 4. The bus operator must sign and submit the form documenting the specific basis for his or her disagreement to a designated CTA representative at the bus operator's garage no later than four (4) days after the AVAS-BLIS information with which the bus operator disagrees is posted in the third and final posting for the relevant bimonthly period. Failure by the bus operator to submit a form documenting the specific basis for his or her disagreement within this time period shall be taken as the bus operator's agreement, binding on ATU Local 241, that the AVAS-BLIS information provided to the bus operator for the working day is accurate and that there is no acceptable explanation for any performance on that working day that does not meet the CTA's requirements. ATU Local 241, however, may grieve that the level of progressive discipline is not in accordance with the relevant set of guidelines through the expedited arbitration procedure described in subparagraph 2.F.

D. In the event the CTA decides to discipline a bus operator on the basis of AVAS-BLIS data and reports, in addition to considering the data and reports, the manager investigating the bus operator's performance or imposing discipline must consider any documentation timely submitted by the bus operator as described in subparagraph 2.C. Should a bus operator be called in for investigation or issuance of discipline based on AVAS-BLIS data and or reports, the appropriate member of the Executive Board of ATU Local 241 must be provided all information upon which the CTA relies for potential disciplinary action, including the AVAS-BLIS data and or reports relied upon by the CTA and any other relevant CTA and bus operator reports.

E. In the event the CTA determines that discipline against a bus operator is warranted based on AVAS-BLIS data and reports and imposes such discipline, the CTA will notify the Recording Secretary of ATU Local 241 of the disciplinary action by e-mail. ATU Local 241 shall inform the CTA by e-mailing it a completed AVAS-BLIS Grievance form appended hereto as Attachment 5 not more than fourteen (14) days thereafter if ATU Local 241 wants to meet with the CTA about the disciplinary action. If ATU Local 241 does not so inform the CTA, the discipline shall be deemed conclusively to have been for just cause. If ATU Local 241 so informs the CTA that it wants to meet about the disciplinary action, the Vice President of Bus Operations or his designee and the Recording Secretary of ATU Local 241 or his designee shall meet on a day agreed by the parties. There shall be at least one such meeting per month. Should the parties be unable to agree that the discipline was justified, ATU Local 241 shall have the right to protest the discipline through the expedited arbitration procedure described in the following subparagraph 2.F.

F. Grievances over discipline imposed on bus operators based on AVAS-BLIS data and or reports shall be exclusively resolved through the following process:

(1) Within twenty-one (21) days of the meeting described in subparagraph 2.E, ATU Local 241 may grieve the disciplinary action by simultaneously notifying the undersigned neutral (or any other arbitrator agreed upon by the parties if the undersigned neutral is unable to hear the dispute) and the CTA of its desire to contest the discipline imposed by the CTA. Such notification shall be by means of the AVAS-BLIS Grievance form referred to in subparagraph 2.E with all relevant forms referred to in subparagraph 2.C attached.

(2) The dispute shall then be resolved through an informal and expedited arbitration. The arbitrator shall have the authority to establish the procedures and requirements for such arbitrations; to consolidate disputes for presentation by the parties; to impose remedies where appropriate; and to refer disputes to regular arbitration before the undersigned neutral under the Agreement.

(3) The party whose position is not upheld shall be responsible for the arbitrator's fees for any such proceeding. In cases where positions are not fully upheld, the arbitrator shall have the ability to allocate responsibility for fees. Where appropriate and as determined by the arbitrator, the arbitrator shall also have the authority to impose costs or other relief against a non-prevailing party.

3. Commencing six (6) months after the date of this award and every six (6) months thereafter so long as the procedure established herein remains in existence, a labor-management committee composed of three (3) members appointed by the CTA and three (3) members appointed by ATU Local 241 shall meet to discuss the application of AVAS-BLIS technology to the CTA's bus terminals.

4. The procedures set forth in this Order shall be initially implemented on a trial basis for a period of fourteen (14) months unless the CTA and ATU Local 241 agree otherwise. The undersigned shall retain jurisdiction to enforce the terms of this Order and to modify any part of this Order on his own, through agreement of the parties, or for cause shown. The procedures set forth in this Order shall remain in place after the end of the fourteen (14) month trial period until one party gives written notice to the other that the procedures are terminated, in which case all grievances otherwise subject to subparagraph

2.E filed before the date of the aforesaid notice shall be resolved pursuant to subparagraph 2.E.

5. Notwithstanding the first sentence of subparagraph 2.A, nothing herein limits the right of the CTA to determine the periods over which it will measure schedule adherence for the purpose of disciplining employees based originally on AVAS-BLIS data. The CTA agrees to discuss any such change with ATU Local 241 in advance but believes that it has no obligation to bargain over such changes.

6. The CTA withdraws its motions to dismiss certain grievances.

7. The signatures of the CTA and ATU Local 241 arbitrators below evidence the jurisdiction of the panel to issue this Order but do not necessarily indicate either party's agreement with each aspect of the Order.

Dated: 2-4-11

Impartial Chairman

CTA Arbitrator

ATU Local 241 Arbitrator

RESOLUTION OF AVAS GRIEVANCES

Grievant	Gr. No.	Resolution
Allen, Andre	10-0622	1
Anguiano, Joseph	10-1005	2
Applewhite, Dorothy	08-0695	1
Baker, Cornelius	09-0256	1
Baker, Cornelius	09-0354	1
Baker, Cornelius	09-1090	2
Ball, Paula R.	08-0659	1
Barron, Michael	10-0607	1
Berry, Tammie	08-0643	1
Berry, Tammie	09-0250	2
Brent, LaWanda	08-0521	1
Brewer-Coleman, Jeanette	08-0995	1
Brindise, Jerry	08-0242	1
Brown, Clifford	10-0315	1
Brown, Jacqueline	08-0849	1
Brown, Jacqueline	09-0281	1
Brown, Johnny	10-0912	2
Burns, George	10-1085	2
Callazo, Carolyn	09-0115	1
Campbell, John	09-0254	2
Cannon, Toronzo	10-0371	1
Castillo, Jesus	10-0337	2
Chambers, Kempes	09-0139	1
Chaney, Dwayne	08-0696	1
Chaney, Dwayne	09-1142	2
Chaney, Leroy	08-0641	1
Charalambous, Andreas	08-0515	1
Chavez, Isidro	08-0789	1
Clark, Cassandra	08-0926	1
Cleveland, Ralph	09-1171	2
Coakley, Martha	09-0131	2

Attachment 1

Grievant	Gr. No.	Resolution
Cobb, Denise	08-0621	1
Collins, Justus	09-0214	2
Collins, Keith	10-0831	1
Conner, Jerry	08-0693	1
Cook, Karl	09-0585	2
Coopwood, Carney	10-0375	2
Correna, Daniel	08-0427	1
Crawford, Tracey	10-0909	2
Diaz, Oswaldo	08-0524	1
Dickerson, Sonya	09-0942	2
Dixon-Huff, Amy	08-0705	1
Echols, Deondre	08-0692	1
Edwards, Jerry	09-1043	3
Evans, Gelai	08-0812	1
Ewing, Ray	09-0385	1
Feliciano, Fernando	10-0927	1
Finister, Letitia	08-0688	1
Franklin, Andrew	10-0682	1
Fulton, Floyd	08-0658	1
Funches, Tyrone	10-0641	1
Gatewood, Barbara	09-1028	1
Gonzalez, Evelyn	08-0445	1
Goode, Westbrook	08-1179	1
Hale, Sharon	09-0556	1
Harrison, Toiya	08-0687	1
Hatley, Marvin	10-1094	2
Hayden, Stephen	08-0883	1
Hayes, Beverly	08-0580	2
Haywood, Marlon	08-0713	1
Hebron, Henry	09-0266	2
Hester, Reginald	08-0718	1
Hester, Reginald	08-0723	1
Hester, Reginald	09-0567	1

Grievant	Gr. No.	Resolution
Hill, Keith	08-0476	1
Hill, LuWanda	08-0584	1
Hill, LuWanda	08-0585	2
Hodges, Vern	08-1157	1
Howard, Terrance	09-0247	2
Howe, Robert W.	08-0413	1
Hurd, Cassandra	10-0632	2
Hurd, Cassandra	10-0674	2
Jackson, Patricia	09-0262	2
James, Aretha Oliver	10-0765	1
James, Brenda	10-0398	1
Johnson, LaChristy	08-0815	1
Johnson, LaTonya	08-0854	1
Johnson, Michael	08-0448	1
Johnson, Nijuana	09-0237	1
Johnson, Rose Mary	09-0639	2
Jones, Venita	08-0715	1
Lampkin, Marian	10-0260	1
Lampkin, Marian	10-0766	1
Land, Sheila	08-0565	1
Landon, Ernest	10-0729	1
Lane, Edgar	10-0593	1
Lawson, Tameria	08-0830	1
Lee, Kenneth	09-0879	2
Lewis, Brandon E.	08-0673	1
Lewis, Camille	08-0663	2
Lewis, Edward	08-0774	1
Lewis, George	08-0545	2
Lighthall, Robie	08-0617	2
Lighthall, Robie	08-0516	2
Lighthall, Robie	08-0517	2
Lindsey, John	08-0644	1
Linn, Richard	09-0160	1

Grievant	Gr. No.	Resolution
Lugo, Imelda	08-0816	1
Luke Sr., Danny	08-0870	1
Mack, Bonjour	08-0456	2
Mackey, Antoinette	10-0369	1
Mackey, Antoinette	10-0406	2
Madden, Roy	09-0395	1
Magee, James	09-0248	1
Martinez, John	08-0615	1
Martinez, John	08-1029	2
Martinov, Mike	09-0173	1
Matthews, Tanya	08-0527	1
McCarter, Marlon	08-0656	1
McClure, Daryl	08-0694	1
McClure, Tasha	09-0863	1
McCollum, James	10-0992	1
McGahee, Kenneth	10-0829	1
McGahee, Kenneth	08-0657	1
McGrone, Ross	08-0690	1
Meeks, Demenyon	10-0372	2
Milton, Mark	08-0572	1
Mitchell, Apryl	10-0437	2
Montgomery, Daniel	09-0387	2
Moore, Marquetta	08-0640	1
Moses, Vera	08-0672	1
Muhammad, Larry	09-0352	1
Nelson, Juan	09-0226	2
Nelson, Terrell	08-0604	2
Ochiabutor, Uba-Light	10-0904	1
Palacios, Michael	08-0971	1
Parnell, Camela	08-0697	1
Perrie, Andre	10-0841	1
Qualls, Theo	09-0088	1
Quinn, Patricia	08-0689	1

Grievant	Gr. No.	Resolution
Redmond, Carlos	08-0250	1
Redmond, Lavald	09-0719	2
Redmond, Rodges	09-0812	1
Redmond, Rodges	10-0528	1
Reyes, Herman	08-0145	1
Robertson, Marcus	09-0808	2
Robinson, Cedric	08-0717	1
Robinson, Cedric	08-0758	2
Robinson, Fannie	08-0460	1
Robinson, Fannie	08-0305	1
Robinson, Gloria	09-0645	1
Robinson, Gloria	10-0513	3
Robinson, Kimberly	08-0241	1
Rodriguez, Victor	09-0742	1
Rounsaville, James	09-0686	2
Salahuddin, Aatifa	08-0959	2
Scurlock, Nathaniel	08-0353	1
Sharp, Jeanette	08-0714	2
Simpson, Rona	10-0615	2
Smith, Cornelius	09-0031	1
Smith, Cornelius	09-0608	2
Smothers, Rhonda	09-0900	1
Snowden, Nikil	08-0642	2
Soto, Santos	08-0576	1
Stewart, Sue	09-0148	1
Stokes, Janice	09-0939	1
Taylor, Michael (K. Gillie)	08-0472	1
Taylor, Michael (D. Thornton)	09-0238	1
Teper, Thomas	09-0936	1
Terrell, Albennett	10-0820	2
Thomas, Lynne	08-0691	1
Thomas, Lynne	09-0531	2
Thomas, Sergio	08-0645	2

Grievant	Gr. No.	Resolution
Thompson, Aundra	09-0954	1
Trice, Cedric	10-0316	1
Vazquez, Victoria	08-0333	1
Wade, Jean	09-0168	1
Walker, Anthony	09-0154	1
Wardlow, Jeffrey	09-0223	2
Watson-Eastlin, Tammi	09-0519	1
Weathers, Paulette	08-1040	1
Welbel, Adam	10-0983	2
Williams, Brenada	08-0142	1
Williams, Derrick	11-0031	1
Williams, Terence	08-0246	1
Wolski, Steven	10-0456	1
Zaccari, Edward	08-0574	1

Key

1 Denied.

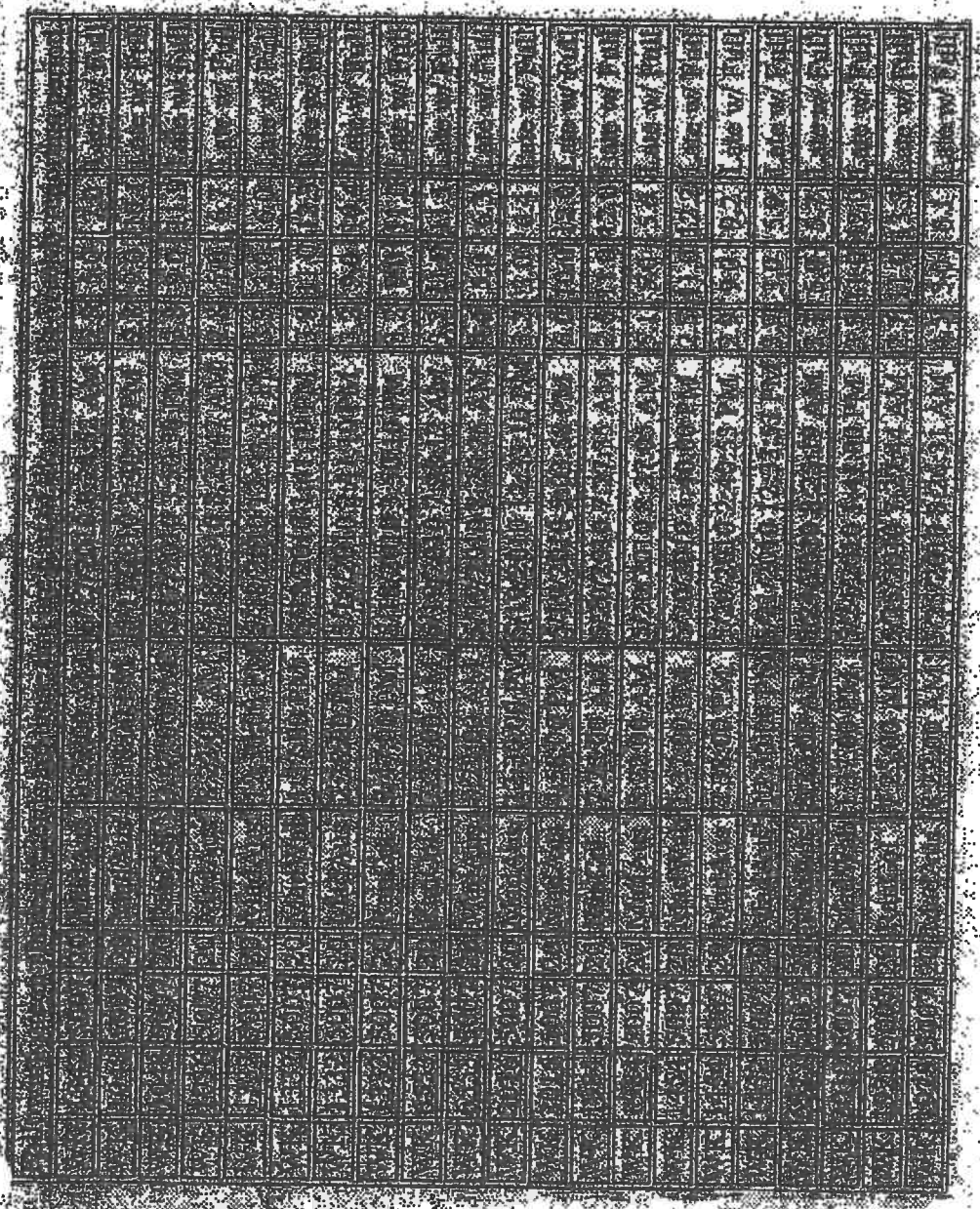
2 Granted in part, denied in part; grievants receive backpay for periods of suspension but suspensions remain on record.

3 Granted in part, denied in part; grievants to be reinstated without backpay.

Badge	Log Gar	HR Gar	Most Common Route		Terminal Departures: Trips Counted	Trips Early	% Early	Trips Late	% Late	% Late Full Layover	Overall Performance	Difference from Peers	All Time Pts: % Early	% Late	Overall Performance	Employee's Initial
29245	1	1	Mult		119	1	1%	98	82%	27%	17%	-44%	1%	72%	27%	
50719	1	1	Mult		60	6	10%	43	72%	13%	18%	-42%	6%	67%	27%	
42496	1	1	Mult		85	3	4%	64	75%	15%	21%	-46%	4%	69%	27%	
39820	1	1	Mult		50	1	2%	37	74%	10%	24%	-40%	8%	69%	28%	
43381	1	1	Mult		40	1	3%	27	68%	5%	30%	-34%	4%	49%	47%	
43439	1	1	Mult		73	2	3%	48	66%	8%	32%	-31%	4%	54%	41%	
34252	1	1	Mult		95	0	0%	65	68%	7%	32%	-34%	7%	54%	40%	
34301	1	1	Mult		111	0	0%	75	68%	9%	32%	-39%	2%	51%	46%	
30854	1	1		15	55	0	0%	37	67%	38%	33%	-34%	3%	48%	49%	
50671	1	1	Mult		51	1	2%	33	65%	16%	33%	-35%	3%	52%	46%	
27835	1	1		34	95	0	0%	63	66%	5%	34%	-38%	0%	51%	49%	
39787	1	1		6	50	0	0%	32	64%	12%	36%	-38%	8%	54%	38%	
43260	1	1	Mult		75	1	1%	47	63%	15%	36%	-38%	2%	49%	49%	
29462	1	1		28	68	0	0%	43	63%	13%	37%	-31%	9%	45%	46%	
24222	1	1	Mult		144	0	0%	89	62%	7%	38%	-22%	1%	48%	51%	
38913	1	1		14	34	1	3%	20	59%	24%	38%	-32%	14%	32%	54%	
28007	1	1		28	73	2	3%	43	59%	16%	38%	-38%	10%	36%	54%	
50760	1	1	Mult		45	2	4%	25	56%	7%	40%	-21%	11%	46%	43%	
39855	1	1		34	57	0	0%	34	60%	11%	40%	-27%	0%	51%	49%	
43393	1	1	Mult		47	2	4%	26	55%	4%	40%	-26%	2%	51%	48%	
42812	1	1	Mult		47	0	0%	28	60%	28%	40%	-22%	27%	23%	50%	
49690	1	1	Mult		51	2	4%	28	55%	8%	41%	-26%	6%	30%	64%	
25378	1	1	Mult		72	0	0%	42	58%	17%	42%	-14%	7%	31%	62%	
42719	1	5	Mult		81	2	2%	45	56%	23%	42%	-22%	20%	31%	49%	
44075	1	1	Mult		38	0	0%	22	58%	11%	42%	-24%	5%	44%	51%	
50717	1	1	Mult		64	3	5%	34	53%	17%	42%	-29%	19%	38%	43%	
39395	1	1	Mult		84	1	1%	47	56%	7%	43%	-29%	3%	41%	56%	
29636	1	1	Mult		41	1	2%	22	54%	29%	44%	-28%	22%	22%	56%	
29730	1	1		28	43	3	7%	21	49%	14%	44%	-18%	13%	44%	43%	
30860	1	1		6	65	0	0%	36	55%	11%	45%	-31%	10%	36%	54%	
42568	1	1	Mult		56	2	4%	29	52%	30%	45%	-30%	15%	31%	54%	
36358	1	1	Mult		60	1	2%	32	53%	17%	45%	-25%	9%	52%	40%	
40454	1	1	Mult		42	1	2%	22	52%	14%	45%	-22%	7%	43%	50%	
33894	1	1	Mult		59	3	5%	29	49%	15%	46%	-20%	9%	47%	44%	
36295	1	1		6	59	3	5%	29	49%	7%	46%	-28%	18%	32%	50%	
29765	1	1	Mult		48	1	2%	25	52%	13%	46%	-28%	20%	25%	55%	
38765	1	1		34	113	2	2%	59	52%	10%	46%	-14%	4%	43%	54%	

Attachment 2

| | | |



Q-16

Attachment 3

WK	4189	P018	146	SolPln	1:44:00 PM	12/13/2010 1:41:49 PM	-2.2	10.0	7.6	Early
WK	4204	P018	146	SolPln	1:44:00 PM	12/14/2010 1:41:05 PM	-2.9	10.0	12.0	Early
WK	4129	P018	146	SolPln	1:44:00 PM	12/15/2010 1:41:04 PM	-2.9	10.0	4.1	Early
WK	4165	P018	146	SolPln	1:44:00 PM	12/16/2010 1:41:13 PM	-2.8	10.0	1.3	Early
WK	4181	P018	146	SolPln	1:44:00 PM	12/17/2010 1:42:24 PM	-1.6	10.0	5.1	Early
WK	4152	P015	146	SolPln	1:24:00 PM	12/20/2010 1:21:12 PM	-2.8	10.0	3.8	Early

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Q-17

OPERATOR'S AVAS DISPUTE FORM

Employee Name: _____ Badge: _____

Work Location: _____ Today's Date: _____

Date of disputed AVAS entry: _____

Scheduled departure time of disputed AVAS entry: ____ : ____

Type of Dispute (check one, provide explanation as indicated, and sign at the bottom):

☐ **AVAS shows the wrong departure time.**

When did you actually leave the terminal? ____ : ____

When does AVAS say you left the terminal? ____ : ____

How do you know when you actually left the terminal? _____

_____

_____

Why do you believe AVAS has the wrong departure time? _____

_____

_____

☐ **I have a valid excuse for leaving the terminal early / late.**

Explain your reason for leaving the terminal early or late and attach any supporting documents (for example, switchback slips): _____

_____

_____

_____

_____

_____

_____

_____

Employee Signature

Attachment 4

www.atu241chicago.org

AVAS-BLIS GRIEVANCE BLANK

Local Union 241 • Amalgamated Transit Union
A.F.L. - C.I.O. - C.L.C.

Suite 850 • 20 S. Clark Street • Chicago, Illinois 60603
Telephone: (312) 341-1733 • Fax: (312) 341-1471

Grievance #		Labor Relations Stamp
Date Issued:	Date Received:	
Board Member Signature:		

Use this form only if you have been charged with having too high a percentage of "early" or "late with full layover" terminal departures as measured by AVAS. AVAS grievances must be filed within fourteen (14) calendar days of the issuance of discipline.

For any other grievance, use a regular Grievance Blank.

Date: _____

Email: _____

Name: _____ Cell Phone: _____

Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____

Employed as: _____ Badge: _____

Work Location: _____ Hire Date: _____

Were you:
☐ Suspended? How many days: _____
☐ Discharged?

State briefly and plainly the basis of your grievance: _____

Attachment 5

ATTACHMENT R

NON-RESTRUCTURED GRADES
RATE SCHEDULE I

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G000	1-12	28.901	2312.09	4624.18
G000	13-24	29.365	2349.18	4698.36
G000	THEREAFTER	29.826	2386.10	4772.21
G001	1-12	30.291	2423.27	4846.55
G001	13-24	30.635	2450.83	4901.65
G001	THEREAFTER	30.981	2478.46	4956.92
G002	1-12	31.446	2515.71	5031.42
G002	13-24	31.907	2552.55	5105.11
G002	THEREAFTER	32.369	2589.56	5179.12
G003	1-12	32.602	2608.14	5216.29
G003	13-24	33.063	2645.07	5290.14
G003	THEREAFTER	33.527	2682.16	5364.31
G004	1-12	33.758	2700.66	5401.32
G004	13-24	34.104	2728.29	5456.59
G004	THEREAFTER	34.450	2756.01	5512.01
G005	1-12	34.682	2774.59	5549.18
G005	13-24	35.030	2802.39	5604.77
G005	THEREAFTER	35.377	2830.18	5660.36
G006	1-12	35.607	2848.52	5697.05
G006	13-24	36.184	2894.74	5789.48
G006	THEREAFTER	36.765	2941.20	5882.40
G007	1-12	36.994	2959.54	5919.08
G007	13-24	37.574	3005.92	6011.84
G007	THEREAFTER	38.151	3052.06	6104.12
G008	1-12	38.383	3070.64	6141.28
G008	13-24	38.843	3107.41	6214.81
G008	THEREAFTER	39.307	3144.57	6289.15
G009	1-12	39.539	3163.16	6326.32
G009	13-24	40.002	3200.16	6400.33
G009	THEREAFTER	40.463	3237.01	6474.02
G010	1-12	40.925	3274.02	6548.03
G010	13-24	41.505	3320.40	6640.79
G010	THEREAFTER	42.080	3366.37	6732.74

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G011	1-12	43.00681	3440.54	6881.09
G011	13-24	43.4704	3477.63	6955.26
G011	THEREAFTER	43.93298	3514.64	7029.28
N001	1-6	23.81277	1905.02	3810.04
N001	7-12	24.61976	1969.58	3939.16
N001	THEREAFTER	25.42675	2034.14	4068.28
N002	1-6	25.17425	2013.94	4027.88
N002	7-12	25.99942	2079.95	4159.91
N002	THEREAFTER	26.82156	2145.72	4291.45
N003	1-6	26.27111	2101.69	4203.38
N003	7-12	26.5327	2122.62	4245.23
N003	THEREAFTER	27.74571	2219.66	4439.31

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G000	1-12	28.901	2312.09	4624.18
G000	13-24	29.365	2349.18	4698.36
G000	THEREAFTER	29.826	2386.10	4772.21
G001	1-12	30.291	2423.27	4846.55
G001	13-24	30.635	2450.83	4901.65
G001	THEREAFTER	30.981	2478.46	4956.92
G002	1-12	31.446	2515.71	5031.42
G002	13-24	31.907	2552.55	5105.11
G002	THEREAFTER	32.369	2589.56	5179.12
G003	1-12	32.602	2608.14	5216.29
G003	13-24	33.063	2645.07	5290.14
G003	THEREAFTER	33.527	2682.16	5364.31
G004	1-12	33.758	2700.66	5401.32
G004	13-24	34.104	2728.29	5456.59
G004	THEREAFTER	34.450	2756.01	5512.01
G005	1-12	34.682	2774.59	5549.18
G005	13-24	35.030	2802.39	5604.77
G005	THEREAFTER	35.377	2830.18	5660.36
G006	1-12	35.607	2848.52	5697.05
G006	13-24	36.184	2894.74	5789.48
G006	THEREAFTER	36.765	2941.20	5882.40
G007	1-12	36.994	2959.54	5919.08
G007	13-24	37.574	3005.92	6011.84
G007	THEREAFTER	38.151	3052.06	6104.12
G008	1-12	38.383	3070.64	6141.28
G008	13-24	38.843	3107.41	6214.81
G008	THEREAFTER	39.307	3144.57	6289.15
G009	1-12	39.539	3163.16	6326.32
G009	13-24	40.002	3200.16	6400.33
G009	THEREAFTER	40.463	3237.01	6474.02
G010	1-12	40.925	3274.02	6548.03
G010	13-24	41.505	3320.40	6640.79
G010	THEREAFTER	42.080	3366.37	6732.74

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G011	1-12	43.00681	3440.54	6881.09
G011	13-24	43.4704	3477.63	6955.26
G011	THEREAFTER	43.93298	3514.64	7029.28
N001	1-6	23.81277	1905.02	3810.04
N001	7-12	24.61976	1969.58	3939.16
N001	THEREAFTER	25.42675	2034.14	4068.28
N002	1-6	25.17425	2013.94	4027.88
N002	7-12	25.99942	2079.95	4159.91
N002	THEREAFTER	26.82156	2145.72	4291.45
N003	1-6	26.27111	2101.69	4203.38
N003	7-12	26.5327	2122.62	4245.23
N003	THEREAFTER	27.74571	2219.66	4439.31

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 1997 THROUGH DECEMBER 31, 2011

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G000	1-12	28.901	2312.09	4624.18
G000	13-24	29.365	2349.18	4698.36
G000	THEREAFTER	29.826	2386.10	4772.21
G001	1-12	30.291	2423.27	4846.55
G001	13-24	30.635	2450.83	4901.65
G001	THEREAFTER	30.981	2478.46	4956.92
G002	1-12	31.446	2515.71	5031.42
G002	13-24	31.907	2552.55	5105.11
G002	THEREAFTER	32.369	2589.56	5179.12
G003	1-12	32.602	2608.14	5216.29
G003	13-24	33.063	2645.07	5290.14
G003	THEREAFTER	33.527	2682.16	5364.31
G004	1-12	33.758	2700.66	5401.32
G004	13-24	34.104	2728.29	5456.59
G004	THEREAFTER	34.450	2756.01	5512.01
G005	1-12	34.682	2774.59	5549.18
G005	13-24	35.030	2802.39	5604.77
G005	THEREAFTER	35.377	2830.18	5660.36
G006	1-12	35.607	2848.52	5697.05
G006	13-24	36.184	2894.74	5789.48
G006	THEREAFTER	36.765	2941.20	5882.40
G007	1-12	36.994	2959.54	5919.08
G007	13-24	37.574	3005.92	6011.84
G007	THEREAFTER	38.151	3052.06	6104.12
G008	1-12	38.383	3070.64	6141.28
G008	13-24	38.843	3107.41	6214.81
G008	THEREAFTER	39.307	3144.57	6289.15
G009	1-12	39.539	3163.16	6326.32
G009	13-24	40.002	3200.16	6400.33
G009	THEREAFTER	40.463	3237.01	6474.02
G010	1-12	40.925	3274.02	6548.03
G010	13-24	41.505	3320.40	6640.79
G010	THEREAFTER	42.080	3366.37	6732.74

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 1997 THROUGH DECEMBER 31, 2011

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G011	1-12	43.007	3440.54	6881.09
G011	13-24	43.470	3477.63	6955.26
G011	THEREAFTER	43.933	3514.64	7029.28
N001	1-6	23.813	1905.02	3810.04
N001	7-12	24.620	1969.58	3939.16
N001	THEREAFTER	25.427	2034.14	4068.28
N002	1-6	25.174	2013.94	4027.88
N002	7-12	25.999	2079.95	4159.91
N002	THEREAFTER	26.822	2145.72	4291.45
N003	1-6	26.271	2101.69	4203.38
N003	7-12	26.533	2122.62	4245.23
N003	THEREAFTER	27.746	2219.66	4439.31

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100+

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G011	1-12	43.007	3440.54	6881.09
G011	13-24	43.470	3477.63	6955.26
G011	THEREAFTER	43.933	3514.64	7029.28
N001	1-6	23.813	1905.02	3810.04
N001	7-12	24.620	1969.58	3939.16
N001	THEREAFTER	25.427	2034.14	4068.28
N002	1-6	25.174	2013.94	4027.88
N002	7-12	25.999	2079.95	4159.91
N002	THEREAFTER	26.822	2145.72	4291.45
N003	1-6	26.271	2101.69	4203.38
N003	7-12	26.533	2122.62	4245.23
N003	THEREAFTER	27.746	2219.66	4439.31

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G000	1-12	28.901	2312.09	4624.18
G000	13-24	29.365	2349.18	4698.36
G000	THEREAFTER	29.826	2386.10	4772.21
G001	1-12	30.291	2423.27	4846.55
G001	13-24	30.635	2450.83	4901.65
G001	THEREAFTER	30.981	2478.46	4956.92
G002	1-12	31.446	2515.71	5031.42
G002	13-24	31.907	2552.55	5105.11
G002	THEREAFTER	32.369	2589.56	5179.12
G003	1-12	32.602	2608.14	5216.29
G003	13-24	33.063	2645.07	5290.14
G003	THEREAFTER	33.527	2682.16	5364.31
G004	1-12	33.758	2700.66	5401.32
G004	13-24	34.104	2728.29	5456.59
G004	THEREAFTER	34.450	2756.01	5512.01
G005	1-12	34.682	2774.59	5549.18
G005	13-24	35.030	2802.39	5604.77
G005	THEREAFTER	35.377	2830.18	5660.36
G006	1-12	35.607	2848.52	5697.05
G006	13-24	36.184	2894.74	5789.48
G006	THEREAFTER	36.765	2941.20	5882.40
G007	1-12	36.994	2959.54	5919.08
G007	13-24	37.574	3005.92	6011.84
G007	THEREAFTER	38.151	3052.06	6104.12
G008	1-12	38.383	3070.64	6141.28
G008	13-24	38.843	3107.41	6214.81
G008	THEREAFTER	39.307	3144.57	6289.15
G009	1-12	39.539	3163.16	6326.32
G009	13-24	40.002	3200.16	6400.33
G009	THEREAFTER	40.463	3237.01	6474.02
G010	1-12	40.925	3274.02	6548.03
G010	13-24	41.505	3320.40	6640.79
G010	THEREAFTER	42.080	3366.37	6732.74

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G000	1-12	28.901	2312.09	4624.18
G000	13-24	29.365	2349.18	4698.36
G000	THEREAFTER	29.826	2386.10	4772.21
G001	1-12	30.291	2423.27	4846.55
G001	13-24	30.635	2450.83	4901.65
G001	THEREAFTER	30.981	2478.46	4956.92
G002	1-12	31.446	2515.71	5031.42
G002	13-24	31.907	2552.55	5105.11
G002	THEREAFTER	32.369	2589.56	5179.12
G003	1-12	32.602	2608.14	5216.29
G003	13-24	33.063	2645.07	5290.14
G003	THEREAFTER	33.527	2682.16	5364.31
G004	1-12	33.758	2700.66	5401.32
G004	13-24	34.104	2728.29	5456.59
G004	THEREAFTER	34.450	2756.01	5512.01
G005	1-12	34.682	2774.59	5549.18
G005	13-24	35.030	2802.39	5604.77
G005	THEREAFTER	35.377	2830.18	5660.36
G006	1-12	35.607	2848.52	5697.05
G006	13-24	36.184	2894.74	5789.48
G006	THEREAFTER	36.765	2941.20	5882.40
G007	1-12	36.994	2959.54	5919.08
G007	13-24	37.574	3005.92	6011.84
G007	THEREAFTER	38.151	3052.06	6104.12
G008	1-12	38.383	3070.64	6141.28
G008	13-24	38.843	3107.41	6214.81
G008	THEREAFTER	39.307	3144.57	6289.15
G009	1-12	39.539	3163.16	6326.32
G009	13-24	40.002	3200.16	6400.33
G009	THEREAFTER	40.463	3237.01	6474.02
G010	1-12	40.925	3274.02	6548.03
G010	13-24	41.505	3320.40	6640.79
G010	THEREAFTER	42.080	3366.37	6732.74

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G011	1-12	43.007	3440.54	6881.09
G011	13-24	43.470	3477.63	6955.26
G011	THEREAFTER	43.933	3514.64	7029.28
N001	1-6	23.813	1905.02	3810.04
N001	7-12	24.620	1969.58	3939.16
N001	THEREAFTER	25.427	2034.14	4068.28
N002	1-6	25.174	2013.94	4027.88
N002	7-12	25.999	2079.95	4159.91
N002	THEREAFTER	26.822	2145.72	4291.45
N003	1-6	26.271	2101.69	4203.38
N003	7-12	26.533	2122.62	4245.23
N003	THEREAFTER	27.746	2219.66	4439.31

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR00	1-12	23.699	1895.89	3791.78
GR00	13-24	24.079	1926.35	3852.71
GR00	THEREAFTER	24.458	1956.65	3913.31
GR01	1-12	24.838	1987.03	3974.07
GR01	13-24	25.121	2009.66	4019.32
GR01	THEREAFTER	25.406	2032.44	4064.89
GR02	1-12	25.785	2062.82	4125.65
GR02	13-24	26.164	2093.12	4186.25
GR02	THEREAFTER	26.542	2123.34	4246.69
GR03	1-12	26.733	2138.61	4277.23
GR03	13-24	27.112	2169.00	4337.99
GR03	THEREAFTER	27.492	2199.38	4398.75
GR04	1-12	29.706	2376.49	4752.98
GR04	13-24	30.011	2400.89	4801.78
GR04	THEREAFTER	30.317	2425.37	4850.75
GR05	1-12	30.694	2455.51	4911.02
GR05	13-24	31.002	2480.16	4960.31
GR05	THEREAFTER	31.307	2504.56	5009.12
GR06	1-12	33.470	2677.63	5355.26
GR06	13-24	34.015	2721.18	5442.36
GR06	THEREAFTER	34.556	2764.49	5528.98
GR07	1-12	34.775	2782.02	5564.05
GR07	13-24	35.320	2825.58	5651.15
GR07	THEREAFTER	35.862	2868.97	5737.93
GR08	1-12	38.383	3070.64	6141.28
GR08	13-24	38.843	3107.41	6214.81
GR08	THEREAFTER	39.307	3144.57	6289.15
GR09	1-12	39.539	3163.16	6326.32
GR09	13-24	40.002	3200.16	6400.33
GR09	THEREAFTER	40.463	3237.01	6474.02

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR10	1-12	40.925	3274.02	6548.03
GR10	13-24	41.505	3320.40	6640.79
GR10	THEREAFTER	42.080	3366.37	6732.74
GR11	1-12	43.007	3440.54	6881.09
GR11	13-24	43.470	3477.63	6955.26
GR11	THEREAFTER	43.933	3514.64	7029.28
NR01	1-6	19.480	1558.39	3116.78
NR01	7-12	20.141	1611.31	3222.63
NR01	THEREAFTER	20.800	1664.00	3327.99
NR02	1-6	20.141	1611.31	3222.63
NR02	7-12	20.800	1664.00	3327.99
NR02	THEREAFTER	21.457	1716.60	3433.19
NR03	1-6	20.800	1664.00	3327.99
NR03	7-12	21.457	1716.60	3433.19
NR03	THEREAFTER	22.117	1769.36	3538.72

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT DECEMBER 31, 1974 THROUGH DECEMBER 31, 1996

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR00	1-12	23.699	1895.89	3791.78
GR00	13-24	24.079	1926.35	3852.71
GR00	THEREAFTER	24.458	1956.65	3913.31
GR01	1-12	24.838	1987.03	3974.07
GR01	13-24	25.121	2009.66	4019.32
GR01	THEREAFTER	25.406	2032.44	4064.89
GR02	1-12	25.785	2062.82	4125.65
GR02	13-24	26.164	2093.12	4186.25
GR02	THEREAFTER	26.542	2123.34	4246.69
GR03	1-12	26.733	2138.61	4277.23
GR03	13-24	27.112	2169.00	4337.99
GR03	THEREAFTER	27.492	2199.38	4398.75
GR04	1-12	29.706	2376.49	4752.98
GR04	13-24	30.011	2400.89	4801.78
GR04	THEREAFTER	30.317	2425.37	4850.75
GR05	1-12	30.694	2455.51	4911.02
GR05	13-24	31.002	2480.16	4960.31
GR05	THEREAFTER	31.307	2504.56	5009.12
GR06	1-12	33.470	2677.63	5355.26
GR06	13-24	34.015	2721.18	5442.36
GR06	THEREAFTER	34.556	2764.49	5528.98
GR07	1-12	34.775	2782.02	5564.05
GR07	13-24	35.320	2825.58	5651.15
GR07	THEREAFTER	35.862	2868.97	5737.93
GR08	1-12	38.383	3070.64	6141.28
GR08	13-24	38.843	3107.41	6214.81
GR08	THEREAFTER	39.307	3144.57	6289.15
GR09	1-12	39.539	3163.16	6326.32
GR09	13-24	40.002	3200.16	6400.33
GR09	THEREAFTER	40.463	3237.01	6474.02

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT DECEMBER 31, 1974 THROUGH DECEMBER 31, 1996

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR10	1-12	40.925	3274.02	6548.03
GR10	13-24	41.505	3320.40	6640.79
GR10	THEREAFTER	42.080	3366.37	6732.74
GR11	1-12	43.007	3440.54	6881.09
GR11	13-24	43.470	3477.63	6955.26
GR11	THEREAFTER	43.933	3514.64	7029.28
NR01	1-6	19.480	1558.39	3116.78
NR01	7-12	20.141	1611.31	3222.63
NR01	THEREAFTER	20.800	1664.00	3327.99
NR02	1-6	20.141	1611.31	3222.63
NR02	7-12	20.800	1664.00	3327.99
NR02	THEREAFTER	21.457	1716.60	3433.19
NR03	1-6	20.800	1664.00	3327.99
NR03	7-12	21.457	1716.60	3433.19
NR03	THEREAFTER	22.117	1769.36	3538.72

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 1997 THROUGH DECEMBER 31, 2011

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR00	1-12	23.699	1895.89	3791.78
GR00	13-24	24.079	1926.35	3852.71
GR00	THEREAFTER	24.458	1956.65	3913.31
GR01	1-12	24.838	1987.03	3974.07
GR01	13-24	25.121	2009.66	4019.32
GR01	THEREAFTER	25.406	2032.44	4064.89
GR02	1-12	25.785	2062.82	4125.65
GR02	13-24	26.164	2093.12	4186.25
GR02	THEREAFTER	26.542	2123.34	4246.69
GR03	1-12	26.733	2138.61	4277.23
GR03	13-24	27.112	2169.00	4337.99
GR03	THEREAFTER	27.492	2199.38	4398.75
GR04	1-12	29.706	2376.49	4752.98
GR04	13-24	30.011	2400.89	4801.78
GR04	THEREAFTER	30.317	2425.37	4850.75
GR05	1-12	30.694	2455.51	4911.02
GR05	13-24	31.002	2480.16	4960.31
GR05	THEREAFTER	31.307	2504.56	5009.12
GR06	1-12	33.470	2677.63	5355.26
GR06	13-24	34.015	2721.18	5442.36
GR06	THEREAFTER	34.556	2764.49	5528.98
GR07	1-12	34.775	2782.02	5564.05
GR07	13-24	35.320	2825.58	5651.15
GR07	THEREAFTER	35.862	2868.97	5737.93
GR08	1-12	38.383	3070.64	6141.28
GR08	13-24	38.843	3107.41	6214.81
GR08	THEREAFTER	39.307	3144.57	6289.15
GR09	1-12	39.539	3163.16	6326.32
GR09	13-24	40.002	3200.16	6400.33
GR09	THEREAFTER	40.463	3237.01	6474.02

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT JANUARY 1, 1997 THROUGH DECEMBER 31, 2011

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR10	1-12	40.925	3274.02	6548.03
GR10	13-24	41.505	3320.40	6640.79
GR10	THEREAFTER	42.080	3366.37	6732.74
GR11	1-12	43.007	3440.54	6881.09
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GR11	THEREAFTER	43.933	3514.64	7029.28
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NR03	1-6	20.800	1664.00	3327.99
NR03	7-12	21.457	1716.60	3433.19
NR03	THEREAFTER	22.117	1769.36	3538.72

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR00	1-12	23.699	1895.89	3791.78
GR00	13-24	24.079	1926.35	3852.71
GR00	THEREAFTER	24.458	1956.65	3913.31
GR01	1-12	24.838	1987.03	3974.07
GR01	13-24	25.121	2009.66	4019.32
GR01	THEREAFTER	25.406	2032.44	4064.89
GR02	1-12	25.785	2062.82	4125.65
GR02	13-24	26.164	2093.12	4186.25
GR02	THEREAFTER	26.542	2123.34	4246.69
GR03	1-12	26.733	2138.61	4277.23
GR03	13-24	27.112	2169.00	4337.99
GR03	THEREAFTER	27.492	2199.38	4398.75
GR04	1-12	29.706	2376.49	4752.98
GR04	13-24	30.011	2400.89	4801.78
GR04	THEREAFTER	30.317	2425.37	4850.75
GR05	1-12	30.694	2455.51	4911.02
GR05	13-24	31.002	2480.16	4960.31
GR05	THEREAFTER	31.307	2504.56	5009.12
GR06	1-12	33.470	2677.63	5355.26
GR06	13-24	34.015	2721.18	5442.36
GR06	THEREAFTER	34.556	2764.49	5528.98
GR07	1-12	34.775	2782.02	5564.05
GR07	13-24	35.320	2825.58	5651.15
GR07	THEREAFTER	35.862	2868.97	5737.93
GR08	1-12	38.383	3070.64	6141.28
GR08	13-24	38.843	3107.41	6214.81
GR08	THEREAFTER	39.307	3144.57	6289.15
GR09	1-12	39.539	3163.16	6326.32
GR09	13-24	40.002	3200.16	6400.33
GR09	THEREAFTER	40.463	3237.01	6474.02

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
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GR10	13-24	41.505	3320.40	6640.79
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GR11	1-12	43.007	3440.54	6881.09
GR11	13-24	43.470	3477.63	6955.26
GR11	THEREAFTER	43.933	3514.64	7029.28
NR01	1-6	19.480	1558.39	3116.78
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NR02	7-12	20.800	1664.00	3327.99
NR02	THEREAFTER	21.457	1716.60	3433.19
NR03	1-6	20.800	1664.00	3327.99
NR03	7-12	21.457	1716.60	3433.19
NR03	THEREAFTER	22.117	1769.36	3538.72

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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
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GR07	THEREAFTER	35.862	2868.97	5737.93
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GR09	1-12	39.539	3163.16	6326.32
GR09	13-24	40.002	3200.16	6400.33
GR09	THEREAFTER	40.463	3237.01	6474.02

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
GR10	1-12	40.925	3274.02	6548.03
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GR11	13-24	43.470	3477.63	6955.26
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NR02	7-12	20.800	1664.00	3327.99
NR02	THEREAFTER	21.457	1716.60	3433.19
NR03	1-6	20.800	1664.00	3327.99
NR03	7-12	21.457	1716.60	3433.19
NR03	THEREAFTER	22.117	1769.36	3538.72

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT SCHEDULED FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S301	CHIEF FOOT COLLECTOR	37.124	2969.88	5939.77
H460	ACTING WORK TRAIN CONDUCTOR	36.776	2942.09	5884.18
H461	TOWERMAN CLASS A	35.492	2839.39	5678.79
H462	SWITCHMAN	35.471	2837.70	5675.39
H463	BUS OPERATOR	35.361	2828.89	5657.78
H464	RAPID TRANSIT OPERATOR,	35.361	2828.89	5657.78
H465	TOWERMAN CLASS B	35.338	2827.03	5654.06
H466	MOTORMAN	35.361	2828.89	5657.78
H467	FOOT COLLECTOR	34.946	2795.68	5591.36
H468	STREET COLLECTOR	34.890	2791.24	5582.47
H469	CASH BOX PULLER	34.890	2791.24	5582.47
H470	CONDUCTOR	34.732	2778.55	5557.10
H471	TICKET AGENT	31.823	2545.85	5091.69
H473	COMBINED RAIL OPERATOR	34.732	2778.55	5557.10
H474	CUSTOMER SERVICE REPRESENATIVE	34.732	2778.55	5557.10
H475	YARD LEADER	37.131	2970.45	5940.90
H476	YARD REPLACEMENT LEADER	38.790	3103.20	6206.41
H477	MODIFIED CUSTOMER ASSISTANT	31.823	2545.85	5091.69
H478	COURIER	34.946	2795.68	5591.36
H479	FLAGMAN	30.055	2404.37	4808.73

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S301	CHIEF FOOT COLLECTOR	37.124	2969.88	5939.77
H460	ACTING WORK TRAIN CONDUCTOR	36.776	2942.09	5884.18
H461	TOWERMAN CLASS A	35.492	2839.39	5678.79
H462	SWITCHMAN	35.471	2837.70	5675.39
H463	BUS OPERATOR	35.361	2828.89	5657.78
H464	RAPID TRANSIT OPERATOR,	35.361	2828.89	5657.78
H465	TOWERMAN CLASS B	35.338	2827.03	5654.06
H466	MOTORMAN	35.361	2828.89	5657.78
H467	FOOT COLLECTOR	34.946	2795.68	5591.36
H468	STREET COLLECTOR	34.890	2791.24	5582.47
H469	CASH BOX PULLER	34.890	2791.24	5582.47
H470	CONDUCTOR	34.732	2778.55	5557.10
H471	TICKET AGENT	31.823	2545.85	5091.69
H473	COMBINED RAIL OPERATOR	34.732	2778.55	5557.10
H474	CUSTOMER SERVICE REPRESENATIVE	34.732	2778.55	5557.10
H475	YARD LEADER	37.131	2970.45	5940.90
H476	YARD REPLACEMENT LEADER	38.790	3103.20	6206.41
H477	MODIFIED CUSTOMER ASSISTANT	31.823	2545.85	5091.69
H478	COURIER	34.946	2795.68	5591.36
H479	FLAGMAN	30.055	2404.37	4808.73

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT JANUARY 1, 1997 THROUGH DECEMBER 31, 2012

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S301	CHIEF FOOT COLLECTOR	37.124	2969.88	5939.77
H460	ACTING WORK TRAIN CONDUCTOR	36.776	2942.09	5884.18
H461	TOWERMAN CLASS A	35.492	2839.39	5678.79
H462	SWITCHMAN	35.471	2837.70	5675.39
H463	BUS OPERATOR	35.361	2828.89	5657.78
H464	RAPID TRANSIT OPERATOR,	35.361	2828.89	5657.78
H465	TOWERMAN CLASS B	35.338	2827.03	5654.06
H466	MOTORMAN	35.361	2828.89	5657.78
H467	FOOT COLLECTOR	34.946	2795.68	5591.36
H468	STREET COLLECTOR	34.890	2791.24	5582.47
H469	CASH BOX PULLER	34.890	2791.24	5582.47
H470	CONDUCTOR	34.732	2778.55	5557.10
H471	TICKET AGENT	31.823	2545.85	5091.69
H473	COMBINED RAIL OPERATOR	34.732	2778.55	5557.10
H474	CUSTOMER SERVICE REPRESENATIVE	34.732	2778.55	5557.10
H475	YARD LEADER	37.131	2970.45	5940.90
H476	YARD REPLACEMENT LEADER	38.790	3103.20	6206.41
H477	MODIFIED CUSTOMER ASSISTANT	31.823	2545.85	5091.69
H478	COURIER	34.946	2795.68	5591.36
H479	FLAGMAN	30.055	2404.37	4808.73

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S301	CHIEF FOOT COLLECTOR	37.124	2969.88	5939.77
H460	ACTING WORK TRAIN CONDUCTOR	36.776	2942.09	5884.18
H461	TOWERMAN CLASS A	35.492	2839.39	5678.79
H462	SWITCHMAN	35.471	2837.70	5675.39
H463	BUS OPERATOR	35.361	2828.89	5657.78
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H465	TOWERMAN CLASS B	35.338	2827.03	5654.06
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H467	FOOT COLLECTOR	34.946	2795.68	5591.36
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H473	COMBINED RAIL OPERATOR	34.732	2778.55	5557.10
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H475	YARD LEADER	37.131	2970.45	5940.90
H476	YARD REPLACEMENT LEADER	38.790	3103.20	6206.41
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H479	FLAGMAN	30.055	2404.37	4808.73

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RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S301	CHIEF FOOT COLLECTOR	37.124	2969.88	5939.77
H460	ACTING WORK TRAIN CONDUCTOR	36.776	2942.09	5884.18
H461	TOWERMAN CLASS A	35.492	2839.39	5678.79
H462	SWITCHMAN	35.471	2837.70	5675.39
H463	BUS OPERATOR	35.361	2828.89	5657.78
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H465	TOWERMAN CLASS B	35.338	2827.03	5654.06
H466	MOTORMAN	35.361	2828.89	5657.78
H467	FOOT COLLECTOR	34.946	2795.68	5591.36
H468	STREET COLLECTOR	34.890	2791.24	5582.47
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H475	YARD LEADER	37.131	2970.45	5940.90
H476	YARD REPLACEMENT LEADER	38.790	3103.20	6206.41
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H479	FLAGMAN	30.055	2404.37	4808.73

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RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
SCHEDULED FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S353	ACTING TERMINAL FOREMAN	39.411	3152.87	6305.74
H569	RAIL LEADER/EXCEL	38.378	3070.20	6140.40
H570	TECHNICIAN/EXCEL	39.474	3157.95	6315.91
H571	HVAC REPAIRER/EXCEL	39.106	3128.51	6257.02
H572	CONTROLS INSPECTOR/EXCEL	38.378	3070.20	6140.40
H573	CAR BODY INSPECTOR/EXCEL	37.463	2997.05	5994.09
H574	TRUCK SHOP REPAIRER/EXCEL	37.463	2997.05	5994.09
H575	CAR REPAIRMAN A			
	1-6	36.308	2904.62	5809.24
	THEREAFTER	36.550	2923.97	5847.95
H576	CAR REPAIRMAN B			
	1-12	35.840	2867.22	5734.44
	THEREAFTER	36.068	2885.43	5770.86
H577	MOTOR CLEANER	30.056	2404.51	4809.02
H578	CAR SERVICER	30.056	2404.51	4809.02
H194	CAR SERVICER APPRENTICE	13.500	1080.00	2160.00

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S353	ACTING TERMINAL FOREMAN	39.411	3152.87	6305.74
H569	RAIL LEADER/EXCEL	38.378	3070.20	6140.40
H570	TECHNICIAN/EXCEL	39.474	3157.95	6315.91
H571	HVAC REPAIRER/EXCEL	39.106	3128.51	6257.02
H572	CONTROLS INSPECTOR/EXCEL	38.378	3070.20	6140.40
H573	CAR BODY INSPECTOR/EXCEL	37.463	2997.05	5994.09
H574	TRUCK SHOP REPAIRER/EXCEL	37.463	2997.05	5994.09
H575	CAR REPAIRMAN A			
	1-6	36.308	2904.62	5809.24
	THEREAFTER	36.550	2923.97	5847.95
H576	CAR REPAIRMAN B			
	1-12	35.840	2867.22	5734.44
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* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 1997 THROUGH DECEMBER 31, 2011

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S353	ACTING TERMINAL FOREMAN	39.411	3152.87	6305.74
H569	RAIL LEADER/EXCEL	38.378	3070.20	6140.40
H570	TECHNICIAN/EXCEL	39.474	3157.95	6315.91
H571	HVAC REPAIRER/EXCEL	39.106	3128.51	6257.02
H572	CONTROLS INSPECTOR/EXCEL	38.378	3070.20	6140.40
H573	CAR BODY INSPECTOR/EXCEL	37.463	2997.05	5994.09
H574	TRUCK SHOP REPAIRER/EXCEL	37.463	2997.05	5994.09
H575	CAR REPAIRMAN A			
	1-6	36.308	2904.62	5809.24
	THEREAFTER	36.550	2923.97	5847.95
H576	CAR REPAIRMAN B			
	1-12	35.840	2867.22	5734.44
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S353	ACTING TERMINAL FOREMAN	39.411	3152.87	6305.74
H569	RAIL LEADER/EXCEL	38.378	3070.20	6140.40
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H578	CAR SERVICER	30.056	2404.51	4809.02
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S353	ACTING TERMINAL FOREMAN	39.411	3152.87	6305.74
H569	RAIL LEADER/EXCEL	38.378	3070.20	6140.40
H570	TECHNICIAN/EXCEL	39.474	3157.95	6315.91
H571	HVAC REPAIRER/EXCEL	39.106	3128.51	6257.02
H572	CONTROLS INSPECTOR/EXCEL	38.378	3070.20	6140.40
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H574	TRUCK SHOP REPAIRER/EXCEL	37.463	2997.05	5994.09
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	1-6	36.308	2904.62	5809.24
	THEREAFTER	36.550	2923.97	5847.95
H576	CAR REPAIRMAN B			
	1-12	35.840	2867.22	5734.44
	THEREAFTER	36.068	2885.43	5770.86
H577	MOTOR CLEANER	30.056	2404.51	4809.02
H578	CAR SERVICER	30.056	2404.51	4809.02
H194	CAR SERVICER APPRENTICE	13.500	1080.00	2160.00

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT SCHEDULED FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S327	TRAVELING NIGHT FOREMAN	44.017	3521.34	7042.69
S328	S & E SAFETY COORDINATOR	44.017	3521.34	7042.69
S332	P.M. RESIDENT INSTRUCTOR			
	1-12	38.135	3050.77	6101.53
	12-24	38.619	3089.55	6179.10
	THEREAFTER	39.108	3128.66	6257.31
H535	MOBILE BUS REPAIRER	37.005	2960.43	5920.86
H563	BUS MECHANIC	36.550	2923.99	5847.98
H537	TIRE REPAIRER			
	1-12	35.075	2806.02	5612.04
	7-18	35.426	2834.06	5668.12
	19-30	35.731	2858.46	5716.92
	31-36	36.068	2885.45	5770.90
	THEREAFTER	36.550	2923.99	5847.98
H538	SHOP INSPECTOR	35.361	2828.89	5657.78
H539	BUS HANDLER	34.890	2791.24	5582.47
H540	ENGINE WASHER	30.057	2404.53	4809.05
H541	SHOP TRACTOR OPERATOR	30.057	2404.53	4809.05
H542	LABORER	31.823	2545.85	5091.69
H543	BUS SERVICER	30.057	2404.53	4809.05
H544	BUS WHEELCHAIR LIFT SPECIALIST	37.006	2960.51	5921.02

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S327	TRAVELING NIGHT FOREMAN	44.017	3521.34	7042.69
S328	S & E SAFETY COORDINATOR	44.017	3521.34	7042.69
S332	P.M. RESIDENT INSTRUCTOR			
	1-12	38.135	3050.77	6101.53
	12-24	38.619	3089.55	6179.10
	THEREAFTER	39.108	3128.66	6257.31
H535	MOBILE BUS REPAIRER	37.005	2960.43	5920.86
H563	BUS MECHANIC	36.550	2923.99	5847.98
H537	TIRE REPAIRER			
	1-12	35.075	2806.02	5612.04
	7-18	35.426	2834.06	5668.12
	19-30	35.731	2858.46	5716.92
	31-36	36.068	2885.45	5770.90
	THEREAFTER	36.550	2923.99	5847.98
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H539	BUS HANDLER	34.890	2791.24	5582.47
H540	ENGINE WASHER	30.057	2404.53	4809.05
H541	SHOP TRACTOR OPERATOR	30.057	2404.53	4809.05
H542	LABORER	31.823	2545.85	5091.69
H543	BUS SERVICER	30.057	2404.53	4809.05
H544	BUS WHEELCHAIR LIFT SPECIALIST	37.006	2960.51	5921.02

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 1997 THROUGH DECEMBER 31, 2011

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S327	TRAVELING NIGHT FOREMAN	44.017	3521.34	7042.69
S328	S & E SAFETY COORDINATOR	44.017	3521.34	7042.69
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	31-36	36.068	2885.45	5770.90
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H541	SHOP TRACTOR OPERATOR	30.057	2404.53	4809.05
H542	LABORER	31.823	2545.85	5091.69
H543	BUS SERVICER	30.057	2404.53	4809.05
H544	BUS WHEELCHAIR LIFT SPECIALIST	37.006	2960.51	5921.02

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

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C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100*

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S327	TRAVELING NIGHT FOREMAN	44.017	3521.34	7042.69
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	1-12	38.135	3050.77	6101.53
	12-24	38.619	3089.55	6179.10
	THEREAFTER	39.108	3128.66	6257.31
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H563	BUS MECHANIC	36.550	2923.99	5847.98
H537	TIRE REPAIRER			
	1-12	35.075	2806.02	5612.04
	7-18	35.426	2834.06	5668.12
	19-30	35.731	2858.46	5716.92
	31-36	36.068	2885.45	5770.90
	THEREAFTER	36.550	2923.99	5847.98
H538	SHOP INSPECTOR	35.361	2828.89	5657.78
H539	BUS HANDLER	34.890	2791.24	5582.47
H540	ENGINE WASHER	30.057	2404.53	4809.05
H541	SHOP TRACTOR OPERATOR	30.057	2404.53	4809.05
H542	LABORER	31.823	2545.85	5091.69
H543	BUS SERVICER	30.057	2404.53	4809.05
H544	BUS WHEELCHAIR LIFT SPECIALIST	37.006	2960.51	5921.02

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681- 3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

MONTHLY/HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
S327	TRAVELING NIGHT FOREMAN	44.017	3521.34	7042.69
S328	S & E SAFETY COORDINATOR	44.017	3521.34	7042.69
S332	P.M. RESIDENT INSTRUCTOR			
	1-12	38.135	3050.77	6101.53
	12-24	38.619	3089.55	6179.10
	THEREAFTER	39.108	3128.66	6257.31
H535	MOBILE BUS REPAIRER	37.005	2960.43	5920.86
H563	BUS MECHANIC	36.550	2923.99	5847.98
H537	TIRE REPAIRER			
	1-12	35.075	2806.02	5612.04
	7-18	35.426	2834.06	5668.12
	19-30	35.731	2858.46	5716.92
	31-36	36.068	2885.45	5770.90
	THEREAFTER	36.550	2923.99	5847.98
H538	SHOP INSPECTOR	35.361	2828.89	5657.78
H539	BUS HANDLER	34.890	2791.24	5582.47
H540	ENGINE WASHER	30.057	2404.53	4809.05
H541	SHOP TRACTOR OPERATOR	30.057	2404.53	4809.05
H542	LABORER	31.823	2545.85	5091.69
H543	BUS SERVICER	30.057	2404.53	4809.05
H544	BUS WHEELCHAIR LIFT SPECIALIST	37.006	2960.51	5921.02

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681- 3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
SCHEDULED FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
H645	CRANEMAN A	39.345	3147.56	6295.13
H646	CRANEMAN B	38.473	3077.83	6155.67
H647	TRACK WELDER	35.535	2842.79	5685.57
H648	WORK CAR CRANE OPERATOR	35.486	2838.91	5677.82
H649	CRANEMAN HELPER	35.347	2827.76	5655.52
H650	TRACK LUBRICATOR MAINTAINER	35.091	2807.32	5614.63
H651	LOADER-GRINDER OPERATOR	34.901	2792.04	5584.09
H652	TRACK WELDER HELPER	34.650	2772.01	5544.01
H654	IRONWORKER HELPER	34.417	2753.34	5506.68
H656	TRACKMAN	34.276	2742.11	5484.22

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERINGING THE APPLICATION OF THESE RATES, CALL (312) 681- 3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
H645	CRANEMAN A	39.345	3147.56	6295.13
H646	CRANEMAN B	38.473	3077.83	6155.67
H647	TRACK WELDER	35.535	2842.79	5685.57
H648	WORK CAR CRANE OPERATOR	35.486	2838.91	5677.82
H649	CRANEMAN HELPER	35.347	2827.76	5655.52
H650	TRACK LUBRICATOR MAINTAINER	35.091	2807.32	5614.63
H651	LOADER-GRINDER OPERATOR	34.901	2792.04	5584.09
H652	TRACK WELDER HELPER	34.650	2772.01	5544.01
H654	IRONWORKER HELPER	34.417	2753.34	5506.68
H656	TRACKMAN	34.276	2742.11	5484.22

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERINGING THE APPLICATION OF THESE RATES, CALL (312) 681- 3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 1997 THROUGH DECEMBER 31, 2011

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
H645	CRANEMAN A	39.345	3147.56	6295.13
H646	CRANEMAN B	38.473	3077.83	6155.67
H647	TRACK WELDER	35.535	2842.79	5685.57
H648	WORK CAR CRANE OPERATOR	35.486	2838.91	5677.82
H649	CRANEMAN HELPER	35.347	2827.76	5655.52
H650	TRACK LUBRICATOR MAINTAINER	35.091	2807.32	5614.63
H651	LOADER-GRINDER OPERATOR	34.901	2792.04	5584.09
H652	TRACK WELDER HELPER	34.650	2772.01	5544.01
H654	IRONWORKER HELPER	34.417	2753.34	5506.68
H656	TRACKMAN	34.276	2742.11	5484.22

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERINGING THE APPLICATION OF THESE RATES, CALL (312) 681- 3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
H645	CRANEMAN A	39.345	3147.56	6295.13
H646	CRANEMAN B	38.473	3077.83	6155.67
H647	TRACK WELDER	35.535	2842.79	5685.57
H648	WORK CAR CRANE OPERATOR	35.486	2838.91	5677.82
H649	CRANEMAN HELPER	35.347	2827.76	5655.52
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H652	TRACK WELDER HELPER	34.650	2772.01	5544.01
H654	IRONWORKER HELPER	34.417	2753.34	5506.68
H656	TRACKMAN	34.276	2742.11	5484.22

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERINGING THE APPLICATION OF THESE RATES, CALL (312) 681- 3424 OR 681-3475

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
H645	CRANEMAN A	39.345	3147.56	6295.13
H646	CRANEMAN B	38.473	3077.83	6155.67
H647	TRACK WELDER	35.535	2842.79	5685.57
H648	WORK CAR CRANE OPERATOR	35.486	2838.91	5677.82
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H656	TRACKMAN	34.276	2742.11	5484.22

* TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT.
FOR MORE INFORMATION CONCERINGING THE APPLICATION OF THESE RATES, CALL (312) 681- 3424 OR 681-3475

ATTACHMENT S

EXHIBIT A

EXHIBIT A: SOLE AGREEMENT
AMALGAMATED TRANSIT UNION
LOCAL 308

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* The Authority and Local 308 agree to retain these side agreements without revision and alteration. However, the parties agree negotiations will continue in regard to these agreements. Additionally, these agreements will be negotiated in good faith with the goal of reaching a final written agreement.

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of April, 1978, by and among the CHICAGO TRANSIT AUTHORITY ("CTA") and LOCAL UNION 308 and LOCAL UNION 241, AMALGAMATED TRANSIT UNION ("Union"),

WITNESSETH:

WHEREAS, Article 13. 12, entitled "Third Physician Determination," of the Collective Bargaining Agreement entered into among the parties provides as follows:

> In cases where the Authority's physician does not find that the employee is physically fit to return to duty in his regular job classification or physically fit to return to duty in any job classification and the employee's personal physician is in disagreement on the question of the employee's fitness to return to work, the Authority and the Union will choose a third physician to examine the employee and the third physician's decision shall be binding on the parties. The cost of the third physician will be borne equally by the Authority and the Union.

WHEREAS, the parties desire to enact a procedure for the implementation and the processing of cases under said provision.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

1. In the event a CTA physician does not find that an employee is physically fit to return to duty in his regular job classification or physically fit to

return to duty in any job classification, notification of said finding and the particular ailment or disability upon which the determination is based shall be made to the Union and the employee within seven (7) days of said determination. Within twenty-eight (28) days after notification of said determination by a CTA physician an employee shall have the right to demand that his physical condition be submitted to a third physician. (However, said twenty-eight (28) day period shall be extended for a reasonable length of time if there are extenuating circumstances.) The demand shall be made in writing, by the Union or the employee, stating the employee's name and badge or tag number, and addressed to the Chicago Transit Authority, Labor Relations Department. Said demand must be accompanied by a written statement from the employee's personal physician which statement must, by a fair reading, be contrary to the position of the CTA physician. Further, the demand must be accompanied by two Medical Authorization Release forms, signed by the employee, in substantially the form attached hereto as Exhibit "A".

2. It is agreed and understood between the parties that in order for an employee's personal physician's statement to be considered contrary to the determination of the CTA physician, it must reasonably appear that the employee's personal physician has specifically examined the employee with regard to the particular ailment or disability upon which the CTA physician made his determination of unfitness for work.

3. Within a period not exceeding more than five (5) business days, the CTA shall inform the Union or the employee, as the case may be, whether or it agrees that the matter is subject to Article 13.12 of the Collective Bargaining Agreement.

4. In the event that CTA advises that the third physician procedures are not applicable, or if the CTA fails to inform the Union or the employee within five (5) business days of its decision whether or not the third physician procedures are applicable, there shall be considered a dispute arising under the terms of the Collective Bargaining Agreement, and subject to the grievance and arbitration procedures set forth herein.

5. In the event the CTA advises that the third physician procedures are applicable, the following shall occur:

(a) Within five business days following notification of the agreement to submit the matter to a third physician, the CTA shall forward to the third physician all pertinent medical data from the CTA Medical Department, as well as a statement setting forth the basis for the finding of unfitness for work.

(b) The Union and/or the employee shall, within the same period, request the employee's personal physician to forward to the third physician all pertinent medical data.

(c) Within the same time period, the parties will jointly submit any pertinent job descriptions, together with a statement concerning the physical activities performed or to be performed by the employee to the third physician.

6. Effective upon the execution hereof, the parties agree that the third physician will be:

WILLIAM G. TROYER, M. D.
Chief, Primary and Ambulatory Care Section
University of Illinois, Department of Medicine
Post Office Box 6998
901 South Wolcott
Chicago, Illinois 60680

If Dr. Troyer, or his successor, is unwilling or unable to serve as the third physi-

or if one of the parties informs the other party that Dr. Troyer, or his successor, is no longer acceptable, the parties shall meet within ten (10) days to select a physician or medical facility for the purpose of making third physician determinations.

7. Within ten (10) days after the execution of this Agreement, the parties will meet for the purpose of agreeing on job descriptions and supplementary statements concerning physical activities not specifically covered by the standard job descriptions of the CTA. It is expressly agreed and understood that a failure by the parties to meet, and further, to agree, as set forth herein, shall not in any way void this Agreement.

8. It is expressly agreed and understood by and between the parties hereto that a submission to a third physician of a question concerning an employee's fitness to work in no way acts as, or shall be considered as, a waiver of the employee's right to submit to the grievance-arbitration procedures dispute concerning an employee's entitlement to compensation for lost wages and fringe benefits if it is determined that the CTA's physician's decision that the employee was not physically fit was unreasonable.

CHICAGO TRANSIT AUTHORITY

By: Leon Wool

LOCAL UNION 241, AMALGAMATED TRANSIT UNION

By: Earl Bailey Sr.
6/1/78

LOCAL UNION 308, AMALGAMATED TRANSIT UNION

By: Wilford Spears

Chicago Transit Authority
Merchandise Mart Plaza - PO Box 3555, Chicago, Illinois, 60654 312-664-77

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of June, 1981, by and between the CHICAGO TRANSIT AUTHORITY ("CTA"), and LOCAL 308, AMALGAMATED TRANSIT UNION ("UNION").

WITNESSETH:

WHEREAS, the Authority has determined that a revision in the procedure of the assignment of work train crews is necessary, and;

WHEREAS, Local 308 has protested the revision proposed by the Authority, and;

WHEREAS, the parties hereto desire to settle said protest without proceeding to the grievance/arbitration procedure, and;

WHEREAS, the parties hereto further desire that settlement of said protest will have no precedent value in any way as hereinafter set forth,

NOW, THEREFORE, the parties agree as follows:

1. Work train crews will be required to remain at their work assignment until their regularly scheduled quitting time.

2. Work train crews will spot and move work trains in the 63rd Street Yard when and as directed.

3. Work train crews will unload and sort materials returned to the 63rd Street Yard at the completion of a work day as directed by the Materials Management Department.

4. In consideration thereof, the Authority will make the necessary arrangements to establish a job classification effective June 28, 1981 entitled "Work Train Foreman" to be paid at the same rate as the classification of Track Foreman I. Said Work Train Foremen will be a working Foreman and will be responsible for the Maintenance Department employees assigned to the work train crews.

5. Effective June 28, 1981, the Authority will also dual-rate two individuals as Work Train Foremen who will be eligible to receive that rate on such occasions when they fill-in for the regular Work Train Foremen.

6. The Work Train Foremen will be selected from among those employees currently assigned to the work trains, including the Work Car Derrick Operator.

5. The terms and conditions of this agreement shall apply without exception only to the present matter regarding the parties hereto, the CTA and the Union specifically agree that this Agreement and its terms and conditions shall not in any way, nor in any manner be used as a precedent in any arbitration hearings, negotiations, or discussions between the parties, except as may be necessary to enforce the provisions hereof.

AMALGAMATED TRANSIT UNION

Clarence Knox
President
Local 308

Richard Hammonds
Board Member

CHICAGO TRANSIT AUTHORITY

Larry Piant
Manager, Materials Management

C. Len Wiksten
Director, Plant Maintenance

T. Wolgemuth
Manager, Maintenance

Mike LaVelle
Director, Service

James R. Blaa
Manager, Transportation

A. F. Schmidt
Area Superintendent,
Contract Administration

Leon Wool
Manager, Labor Relations

AFS/ml

Chicago Transit Authority
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

No. 3: Trackman—T.M.E.O. Training Course Outline (Establishes Guidelines)

AGREEMENT

THIS AGREEMENT, made and entered into this 8TH day of APRIL, 1985, by and between the CHICAGO TRANSIT AUTHORITY (CTA), and LOCAL 308, AMALGAMATED TRANSIT UNION (Union).

WITNESSETH:

WHEREAS, the parties are signators to an Agreement dated October 10, 1980 establishing guidelines and conditions for training of Track Maintenance Equipment Operators (T.M.E.O's);

WHEREAS, the parties are committed to maintaining a high level of stability and competence within the T.M.E.O. workforce and to maintain an equitable method of compensation for persons who have qualified or may qualify as T.M.E.O's;

WHEREAS, the parties desire to revise certain provisions of the October, 1980 Agreement;

NOW, THEREFORE, the parties agree as follows:.

1. The Authority shall maintain the present Course Outline for Track Maintenance Equipment Operators as amended and more fully described in Exhibit 'A' attached hereto.

2. Employees for such Training Course will be selected, instructed, quizzed, and qualified or disqualified as is more fully described in Exhibit 'A'.

3. Employees who have qualified or who may qualify as a T.M.E.O. will be paid a premium of $.45 per hour in addition to their regular straight-time rate for all hours worked as a T.M.E.O.

4. Employees who successfully complete qualification requirements on any track maintenance machines listed in the Exhibit 'A' course outline, shall be provisionally dual rated as follows:

   a. Said employees shall receive a premium of $.45 per hour in addition to their regular straight-time rate for all hours worked on the machines for which they have qualified, subsequent to qualification.

b. These employees shall be required to continue in their efforts to complete qualification requirements on all remaining track maintenance equipment. The employees shall be compensated at their regular rate of pay for hours spent in training on the remaining track maintenance equipment. Thereafter, the employees shall receive the stated premium for hours worked on each of the remaining machines subsequent to qualification on that machine;

c. Employees who are dual rated as the result of this Agreement shall exercise good faith efforts to successfully complete qualification on the remaining machines. In the event that the Authority determines that a dual-rated employee has not made sufficient progress towards qualifying on the remaining machines once said machines have been made available, the Authority shall notify the Union and agree to discuss the situation prior to recission of the employee's provisional dual rating. Such discussion shall take place within five (5) work days of notification to the Union.

5. The Authority reserves the right to adjust the hours shown in the Course Outline for "maximum time offered for training: and "minimum qualification time". Notice shall be given to the Union prior to the implementation of any such adjustments.

6. In order to insure that each trainee receives sufficient opportunity to complete qualification requirements, the Authority shall allocate qualification training time in a manner that is equitable.

7. All employees who entered the T.M.E.O. Training Course on September 15, 1980 and who have successfully completed qualifications on any track maintenance machines shall receive premium pay for hours worked on said machines as of August 1, 1984. Premium pay for hours worked on the machines by said employees prior to August 1, 1984 shall not be allowed.

8. The Union hereby agrees to release the parties from any and all rights, claims, demands, actions, causes of action, or suits of law it has or may have and to withdraw any grievances arising from the subject matter of this Agreement or the manner in which it was processed, except as may be necessary to enforce the provisions hereof.

9. The terms and conditions of this Agreement shall apply without exception only to the present matter regarding the CTA and the Union and the parties specifically agree that this Agreement and its terms and conditions shall not in any way, nor in any manner, be used as a precedent in any further arbitration proceedings, negotiations, or discussions between the parties, except as may be necessary to enforce the provisions hereof.

AMALGAMATED TRANSIT UNION,
LOCAL 308

Elwood Flowers
President

Jerry Matthews
Vice President

McDonald Newkirk
Executive Board Member
Facilities Maintenance

George W. Mosely
Assistant Board Member
Facilities Maintenance

CHICAGO TRANSIT AUTHORITY

Walter F. Gaedtke
Superintendent, Power and Way

C. Len Wiksten
Director, Facilities Maintenance

Thomas L. Wolgemuth
Manager, Facilities
Engineering and Maintenance

Andrew F. Schmidt
Director, Contract Administration

James E. Marshall
Manager, Labor Relations

MMD/AFS:dr
April 8, 1985

CHICAGO TRANSIT AUTHORITY

FACILITIES MAINTENANCE

TRACK & ROADWAY

TRACK MAINTENANCE EQUIPMENT OPERATOR

TRAINING COURSE OUTLINE

April, 1985

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I. INTRODUCTION

A. Purpose

The purpose of this course is to train employees in the operation of track maintenance equipment which the Authority now has and such other equipment as may be purchased or used. Employees who successfully complete all required training and testing will be dual-rated as Track Maintenance Equipment Operators (T.M.E.O.'s).

B. Eligibility and Selection Criteria

1) Announcements of Training will be posted at all work locations and all Trackmen currently working within the Track and Roadway Group will be eligible to apply for training.

2) Selection of employees to be trained as T.M.E.O.'s will be done on the basis of a review of past work record, and an interview with management of Track and Roadway.

If all considerations are equal, the most senior employee will be chosen first for training.

C. Method and Duration of Instruction

The training will consist of classroom work and on-the-job training as detailed below:

1) Sixteen (16) hours classroom time.

2) The presently applicable maximum hours of on-the-job training time are shown in Point V. The Authority reserves the right to adjust the hours shown in the Course Outline for "Maximum Time Offered For Training" and "Minimum Qualification Time". Notice shall be given to the Union prior to the implementation of any such adjustments.

D. Retraining

In the event that an employee fails to qualify on a particular piece of equipment, the employee will be offered one (1) retraining opportunity on the machine on which the employee failed, for up to a maximum of the original training period.

If the employee fails to qualify in operation of any of the equipment after the retraining period, the employee will be dropped from the T.M.E.O. program.

Retraining will be given first consideration over training of new and additional trainees.

E. Hours and Working Conditions

During training and after qualification, employees will be required to work as assigned. Every attempt will be made to consistently schedule work and rotate operating time on the equipment.

Any employee who withdraws from training or from operation of the equipment after qualification, will be assigned to the bottom of the Seniority List for any future consideration for T.M.E.O. training.

F. Record Keeping

During training, the instructors and foreman will be responsible for keeping note of employee's equipment operating training time and progress. The Authority will maintain a complete progress file for each T.M.E.O. trainee accepted into the training program through completion of the training course including documentation on qualification/disqualification of trainees. Each trainee shall receive a record by which he may document his h ours of training and qualification. Said record shall be approved and initialed by the foreman as the employee progresses in his training.

G. Quizzes and Tests

Quizzes and tests will be given during classroom portions of the training course.

Prior to being dual-rated on any machine, employees must complete the necessary minimum hours of qualification testing time on said machine as set forth in Point V.

H. Dual-Rating

Employees who successfully complete qualification requirements on any machine shall be provisionally dual-rated. The employees shall be required to continue in their efforts to complete qualification requirements on all remaining track maintenance equipment. The employees shall be compensated at their regular rate of pay for hours spent in training on the remaining track maintenance equipment. Thereafter, the employees shall receive the stated premium for hours worked on each of the remaining machines subsequent to qualification on that machine.

In the event that the Authority determines that a dual-rated employee has not made sufficient progress towards qualifying on the remaining machines once said machines have been made available, the Authority shall notify the Union and agree to discuss the situation prior to recission of the employee's provisional dual rating. Such discussion shall take place within five (5) work days of notification to the Union.

II. EXPLANATION OF MACHINES AND EQUIPMENT

Six (6) hours classroom time will be devoted to providing an explanation of machines and equipment using slides, movies, and other teaching aids as follows:

1. Explain what each machine does, why it is done and the machine's capabilities and limitations.
2. Explain the sequential use of machines and the reason for sequencing.
3. Talk about future equipment use and mechanization in general.
4. Quiz.

III. ROUTINE MACHINE MAINTENANCE

Two (2) hours classroom time will be devoted to providing an explanation of routine machine maintenance required to be performed by the operator using slides and other teaching aids as follows:

1. Explain reasons for routine machine maintenance.
2. Explain "check lists" and frequency of routine T.M.E.O. maintenance duties.
3. Differentiate between routine maintenance performed by the T.M.E.O's and repair or heavy maintenance work assigned to shop workers.
4. Quiz.

IV. SIGNAL SYSTEM

Eight (8) hours classroom time will be devoted to providing an explanation of the existing signal system used on the rail system to control train operations and its relation to track maintenance equipment operation using slides and other teaching aids as follows:

1. Explain the different existing signal systems (wayside, car-borne-cab signal, manual, etc.).
2. Explain how signal equipment installations relate to the operation of track maintenance equipment (what to avoid, not disturb, etc.).
3. Explain how track maintenance equipment is transferred from the storage site to the work site and under what various operating conditions it is done.
4. Explain which basic wayside signal aspects an operator should be familiar with and what they indicate.

5. Quiz and Wayside Signal Aspect Test will be given. The employee must score at least 70% in order to pass the test. If the employee fails to pass the test, the employee will be retrained once. If the employee fails to pass the test a second time, the employee will be disqualified from any further T.M.E.O. training and no additional retraining or opportunity for qualifying as a T.M.E.O. will be offered to the employee.

V. TRAINING AND QUALIFICATION TIMES

The Authority presently utilizes the equipment listed below and will provide up to the hours shown as on-the-job training time. In order to insure that each trainee receives sufficient opportunity to complete qualification requirements, the Authority shall allocate qualification training time in a manner that is equitable. An employee may elect to attempt qualification on any machine prior to completion of the maximum time offered for training. In order to achieve qualification on each machine, the trainee will be required to successfully complete an on-the-job test for the duration of consecutive hours listed:

Equipment	Maximum Time Offered For Training	Minimum Qualification Time
Ballast Cars	16 Hours	4 Hours
Bridge and Tie Crane	16 Hours	4 Hours
Canron Tamper	100 Hours	4 Hours
Production Tamper....(No. 2 Machine)	50 Hours	2 Hours
Profiling Tamper....(No. 1 Machine)	100 Hours	4 Hours
Rail Grinder Car	40 Hours	4 Hours
Track Broom	50 Hours	2 Hours
Track Liner	100 Hours	4 Hours
Track Undercutter	50 Hours	2 Hours
TOTALS.....	522 Hours	30 Hours

EQUIPMENT USAGE

As new equipment is rented, leased or purchased, anyone classified as a T.M.E.O. will be required to train on the equipment and qualify in its operation prior to receiving premium pay for hours worked on said machines. The Training Course Outline will be updated as required.

DATE OF DUAL RATING OR
QUALIFICATION ON THE FOLLOWING MACHINES:
DRAFT

Name	Badge Number	Ballast Car	Bridge and Tie Crane	① Canron Tamper	Production Tamper	Profiling Tamper	Rail Grinder Car	Track Broom	Track Liner	② Tr Und
Akines, Howard	17532				9-4-70	9-4-70		1972	9-4-70	
Blatz, James	18694			4-29-85	6-24-84	6-24-84		5-27-84	7-29-84	7-10-8
Boccuzzi, Nicola	17485	FOREMAN			5-30-71	5-30-71		1972	5-30-71	
Brooks, ~~L. J.~~ S.L.	17427				5-31-70	5-31-70		–	5-31-70	
Czarnecki, Michael	17617				8-31-75	8-31-75		8-31-75	8-31-75	
Edmond, Walter	17565				9-5-79	9-5-79		9-5-79	9-5-79	
Gonzalez, Cruz	17630			5-8-85	7-29-84	7-29-84		6-24-84	6-24-84	7-11-8
Hammonds, Richard	17699	RETIRED 12-31-84								
Johnson, Herman	17493	FOREMAN			6-21-70	6-21-70		–	6-21-70	
Johnson, John Jr.	15400		RESIGNED FROM TMEO PROGRAM 8-12-85				PRIOR TO 1980		5-28-85	
Kalata, Thomas	17632				9-5-79	9-5-79		9-5-79	9-5-79	
Mancil, Warren	23502			5-5-85	7-29-84	7-30-84		6-3-84	7-29-84	
O'Sullivan, Steven	17592				5-17-71	5-17-71		1972	5-17-71	
Perdue, Frank	19324									
WHITE, MARSHALL	18868			5-31-85	6-24-84	9-11-84		6-17-84	9-10-84	
SLOMOWICZ, E.	17558				8-31-75	8-31-75		8-31-75	8-31-75	
SULLIVAN, R.	17582				6-3-70	6-3-70		1972	6-3-70	
WILLIAMS, C.	17576				6-28-71	6-28-71		1972	6-28-71	
ZAVALA, G.	17563				11-7-76	11-7-76		11-7-76	11-7-76	

NOTES: ① ② No records kept regarding qualification by "old timers" on new machines. Canron shared in 1981 and Underwater in 1982.

RJX

AGREEMENT

THIS AGREEMENT, made this 10th day of August, 1988, by and between the CHICAGO TRANSIT AUTHORITY ("CTA") and LOCAL 308, AMALGAMATED TRANSIT UNION ("Union").

WITNESSES:

WHEREAS, the CTA and the Union have previously agreed to implement, on a trial basis, amendments to the document dated June 30, 1971 and commonly known to the parties as Appendix "C", which sets forth rules and procedures for section picks; and

WHEREAS, the aforementioned trial basis was to continue for a period of approximately December, 1985 to December 1987, provided, however, that the CTA could, in its sole discretion, cancel the amendments at any time by giving notice to the Union; and

WHEREAS, the CTA and the Union have subsequently discussed further modifications of the section pick rules and procedures as contained in the aforementioned Appendix "C" and in the practice of the parties; and

WHEREAS, the CTA and the Union wish to incorporate these further modifications into the final revisions of Appendix "C".

NOW, THEREFORE,

The CTA and the Union agree as follows:

1. Appendix "C" will be revised as set forth in Exhibit "A", attached.

2. This revision will become effective with the first section pick beginning on or after the first day of September, 1988.

3. For further documentation of the amendments agreed to by the parties, a Procedure for Conducting Section Picks -- Train Service Employees is attached hereto as Exhibit "B" and is incorporated by reference herein. This Procedure will become effective with the first section pick beginning on or after the first day of September, 1988.

4. The parties recognize that modifications of Appendix "C" impact other appendices, documents and procedures including, but not limited to, Appendix "B", which treats system picks. The parties will meet and confer with the intention of making appropriate modifications in such appendices, documents and procedures.

5. It is recognized that this Agreement does not in any way or manner supersede the Wage and Working Conditions Agreement between the parties, as it exists now or may in the future be modified or amended, and that in any conflict between this Agreement and the Wage and Working Conditions Agreement, the Wage and Working Conditions Agreement shall prevail. It is further recognized that this Agreement does not establish any precedents which may be used in any future negotiation, discussion, arbitration or in any other administrative or legal forum.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on this 10th day of August, 1988.

LOCAL 308

Clarence Knox
President

Ervin Harmon
Vice President

CHICAGO TRANSIT AUTHORITY

Elonzo Hall
Senior Manager,
Rail Transportation

Ronald Baker
Acting Manager,
Transportation Personnel

James Bidwill
Acting Manager,
Labor Relations

APPENDIX "C"

This Appendix shall be in addition to the current Labor Agreement between the Chicago Transit Authority and Local 308 of the Amalgamated Transit Union and shall supersede all previous agreements on section picking rules for Rapid Transit train service employees.

1. Each section will maintain a section list of employees for each train service classification in seniority order. There shall be a list for Yard Foremen, a list for Towermen, a list for Switchmen, a list for Motormen, a list for Foot Collectors, and a list for Conductors. The Conductors' list will contain all train service employees with the Conductor's classification listed in seniority order. The Conductor's list may, in the sole discretion of the CTA, contain notations indicating the other classifications for which the individual employee has qualified.

2. Train service employees shall be entitled to pick on their respective schedules within their sections at least four times a year. This number may be superseded by a provision in the CTA-ATU Wage and Working Conditions Agreement.

3. Picking will start no sooner than five days after the pick has been posted. These above provisions may be superseded by a provision in the CTA-ATU Wage and Working Conditions Agreement. The pick will be conducted from the highest classification to the lowest classification. The yard foremen will pick first; the towermen will pick second; the switchmen will pick third*; the motormen will pick fourth; the conductors will pick fifth, and people picking the extra list will pick sixth. Picks in the yard foremen, towermen, switchmen* and motormen classifications may be conducted on the same day if such a procedure is efficient and does not interfere with the picking rights of employees in these classifications. Employees picking the extra list will use their conductor's seniority and may, in the sole discretion of the CTA, pick at the same time the conductors' pick is being held.

4. During the pick, all train service employees shall have the right to pick one of two choices. They may choose to pick a run or trick in their frozen classification or they may choose to pick from the conductors' list a conductor's run or the extra list subject to the controls set by the terminal superintendent. In the event the controls for the regular runs or tricks and for the extra list cannot be filled through employee choices, the controls will be filled by the assignment of any employee with the least seniority in any classification for which he is qualified.

* If foot collectors are included in section picking for Rapid Transit Train Service Employees, they will pick after switchmen and before motormen.

5. The Authority will provide an adequate regular extra list in order to relieve employees when they are off. Disqualified motormen and permanent conductors may not pick the extra list.

6. Frozen employees picking conductors and conductors who have qualified for other classifications but haven't frozen will rotate in their respective classification either three hours before or three hours after the reporting time of their regular conductor's run. Frozen employees will only rotate in their frozen classification off the conductor list. Unfrozen conductors will rotate in all of the classifications for which they're qualified. Whenever the employee is not working after the assignment sheet has been posted, the clerk must notify the employee ~~who is~~ being rotated of his assignment. Whenever an employee picks the extra board, or reverts to the extra board from the conductors' list, the employee must refresh in those qualifications which the employee has not worked in the prior sixty days.

7. Employees working in a higher classification will be paid in accordance with that classification's rate of pay and hours worked.

8. Picking clerks are not allowed when making up "C" tricks for days off to break the day off controls to more than five without consulting Local 308. The Authority and the Union will cooperate to ensure that all pickable tricks are picked, provided that all of the provisions of this Appendix "C" are observed. For example, pairing certain workdays with certain runs will be among the techniques used.

9. Vacations will be picked in accordance with the classification in which the employee is working at the time the vacation pick is conducted. Conductors and employees working the extra list will pick their vacation according to their conductors' seniority.

10. A tentative choice slip is required from each employee in advance of the employee's picking time and must be submitted to a satellite terminal no later than 0400 on the day the employee is scheduled to pick. The submission of this choice slip shall not interfere with nor diminish the right of the employee to pick a trick or run (in person or by telephone) at his or her assigned picking time. The choice made at the employee's assigned picking time will take precedence over any previously submitted choice slip. The appropriate choice slip, once accepted and approved by the terminal superintendent or pick clerk will constitute the employee's pick. The choice slip must be made out in triplicate and signed by the employee, the picking clerk or terminal superintendent, and a Local 308 representative, if one is present. The original choice slip will be retained by the pick clerk. The first duplicate will be given to the employee picking, and the second duplicate is for Local 308 files. The choice slip system will apply to all classifications.

10(a). Notwithstanding the foregoing paragraph 10, in the event that the pick is conducted at one central location in each section, the choice slip will be made out in quadruplicate, with the third duplicate sent to the employee's terminal superintendent.

11. Each employee entitled to pick assumes the responsibility of being present at his or her assigned picking time, or of telephoning the pick clerk at the assigned picking time, or submitting in advance a choice slip on which the employee states his or her choice of runs or tricks and days off. This choice slip will be honored if the employee's choices are open. Presentation of the required six choices must be made on the choice slip.

12. Any employee that is entitled to pick and fails to comply with the above requirements of section picking rules will be allowed their posted picking time plus five minutes after which the pick clerk will pick for said employee a run or trick as close as possible to what the employee had picked before.

13. It is the intention of the parties to provide separate picking rules for Agents and Rapid Transit Clerks. Until such picking rules are developed, the Appendix "C" document dated June 30, 1971, as modified by the practice of the parties, shall continue to apply.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS APPENDIX "C" TO BE SIGNED IN DUPLICATE THIS 10th DAY OF August, 1988.

LOCAL 308

Clarence Knox
President

Ervin Harmon
Vice President

CHICAGO TRANSIT AUTHORITY

Elonzo Hall, Senior Manager
Rail Transportation

Ronald Baker, Acting Manager
Transportation Personnel

James Bidwill
Acting Manager,
Labor Relations

EXHIBIT "B"
B-1

Interim Producedure for Conducting Section Pick

Train Service Employees

I. Before a pick begins:

A. Form CTA 3191, "Section List of Men", is prepared.

1. The Chief Clerks prepare the form for picks conducted for Train Service Employees (Yard Foremen, Towermen, Switchmen, Motormen, R.T. Operators, Foot Collectors*, and Conductors).

2. For Train Service Employee picks:

a. One "Section List of Men" is prepared for each classification, as is a "Master List" or "Conductor List", listing all train service employees in conductor seniority order, and noting each employee's other qualifications.

b. The badge numbers and names of all employees frozen in a classification and all unfrozen employees who are qualified in a classification are entered on the form for that classification in seniority order.

c. An asterisk (*) is entered before the names of all unfrozen employees.

d. The schedules dates and times for each employee to pick is entered on the form.

(1) Picking is conducted by classification in the following order:

Yard Foremen, Towermen, Switchmen, Foot Collectors, Motormen, and Conductors (including R.T. Operators and Flagmen, who pick according to Conductor seniority).

(2) The following amounts of time are allowed for picking in each classification:

First third in seniority -	5 minutes each
Second third in seniority -	10 minutes in each
Last third in seniority -	15 minutes each.

* If Applicable.

(3) Unfrozen employees are scheduled to pick in the Conductor classification.

B. The Picking Clerk enters the number of days off allowed above each day of the week on the first sheet of each "Station List of Employees".

C. The following are posted at the terminal approximately five days before a pick begins:

1. Notice of pick.
2. Run or trick charts.
3. Day off controls (regular employees only).
4. "Section List of Men" with picking schedule entered.

D. Before a Train Service Employee pick, the Terminal Superintendent interviews all Conductors who are due to declare their classification on or prior to the starting date of the picking process and has them declare their classification and sign their waiver.*

1. The date on the waiver is the date the employee is due to declare his classification.

II. A. The Train Service Employees' pick is conducted at one terminal in each Section by rail clerks.

B. During the pick, all train service employees shall have the right to pick a run or trick in their frozen classification, or they may choose to pick a conductor's run from the conductor's list or the extra list, subject to the controls set by the terminal superintendent. No tricks will be reserved on an anticipatory basis. Employees must be qualified at the time of the pick and will pick by seniority.

C. Employees may pick any open run or trick for the five days they wish to work. However, there must be at least eight hours between the end of one day's work and the start of the next day's work.

D. Employees may pick either a regular schedule or a "C" trick.

1. For a regular schedule, the employee picks the same run for all of his weekdays. For example:

* If not qualified in required conductor, motor, switch/tower/foot collector classifications, a conductor waives, for purposes of present pick only, provided due date is on or prior to the starting date of picking process.

a. Employee picks the same run for the 5 weekdays.

b. Employee picks the same run for 4 weekdays and either a Saturday or Sunday run.

c. Employee picks the same run for 3 weekdays and a Saturday and Sunday run.

E. If the regular runs for Train Service Employees are not filled by employees frozen in that classification, employees on the Conductor's list who have qualified in that classification must pick the unfilled run.

1. This is done by asking each man on the Conductor's list who is qualified in that classification (highest in seniority first) if they would like to take the unfilled runs.

2. If there are still unfilled runs after this process has been completed, conductors who are qualified are forced to take the runs in order of seniority - highest to lowest (with the lowest number of persons in relationship to the number of unfilled runs) at bottom of seniority list.

3. Employees on the Conductor's list who pick these unfilled runs remain in that classification until the next Section pick, at which time, they revert to the Conductor list or to a classification in which they have since been frozen.

F. Employees who wish to pick the extra board must wait for the extra board pick which is conducted after all regularly scheduled runs or tricks have been picked in all classifications. However, the Authority may choose, in its discretion, to conduct the conductor's pick and the extra board pick simultaneously.

III. Picking the Extra Board:

A. The Terminal Superintendent determines the number of employees needed for the extra board for each classification at each terminal and the number of extra board employees who may be off each day at each terminal within the section.

B. The picking clerk prepares a "Section List of Employees" for the extra board pick.

C. The train service employee's extra board is conducted in conductor seniority order. All days off given must be within the total amount allowed for the extra board (day off controls), subject to the conditions below.

The employee will pick days off without regard to his frozen classification but with regard to satisfying the controls established for each classification in the terminal in which the employee is picking and to the individual classifications in which the employee is picking and to the individual classifications in which the employee is qualified. If the employee's choice of days is available under the controls established for his frozen classification, that choice will be counted towards the controls in that classification. However to assure that sufficient extra board manpower is available in critical classifications on each day of the week, if a frozen towerman, switchman or foot collector picks days off in a non-frozen classification, the employee with the combination of least conductor seniority and a qualification in the applicable qualification of towerman, switchman or foot collector will not be allowed to pick days off which break the controls for the applicable critical classification, even if the days off are available in his frozen classification or other qualified classification.

IV. Methods of Picking:

A. By Choice Slip:

1. An employee must present a choice slip to the satellite Terminal Superintendent no later than 0400 hours on the day the employee is scheduled to pick. He may submit a substitute choice slip to the Superintendent at any time up to the employee's scheduled picking time.

2. If an employee chooses to pick a different run or trick, at the employee's scheduled picking time, this choice supersedes any choice made on the previously submitted choice slip.

3. If the employee does not pick in person or by telephone at the employee's scheduled picking time, the clerk picks for the employee in the order of preference indicated on the choice slip.

4. The clerk signs the choice slip and enters on the slip the time the pick was made. The Local 308 representative also signs the slip.

5. If the runs that were picked by the employee have already been picked, the picking clerk picks the closest selection to the employee's first choice.

B. In Person

1. When the employee makes his selection, he must prepare a "Picking Choice" form (CTA 3768) in triplicate and the form must contain the employee's picking selection; badge, tag, or payroll number, seniority number and signature. The picking clerk and the Local 308 representative will also sign the form.

   a. The employee retains the first copy.

   b. The original and the remaining copy are given to the picking clerk. (The original is retained for the company file and a copy is forwarded to Local 308).

2. In the event that the pick is held at one location in each section, the Picking Choice Form will be prepared in quadruplicate, with the third copy sent to the employee's Terminal Superintendent.

C. By Telephone

1. The employee may pick by telephone by calling the Picking Clerk at the employee's assigned picking time.

   a. The Clerk makes out a picking choice form for the employee in the following manner:

      (1) Enters the employee's name, badge, tag, or payroll number, seniority number, and pick selection.

      (2) Picking Clerk signs his name on the form, as does the Local 308 representative.

      (3) Enters the time the employee picked.

      (4) Enters "PER PHONE" on the form.

   b. The employee is responsible for checking the schedule he picked on the next day that he reports for work.

D. If an employee does not pick in person, pick by telephone, or submit a "Picking Choice" form, the Picking Clerk will pick for the employee as close to the employee's present schedule and location as possible. A "Picking Choice" form is prepared by the Clerk with the time the pick was made entered on the form and is signed by the Clerk and the attending Union Representative.

V. Duties of Picking Clerks

A. Supervise the pick to insure that each employee picks in the proper classification and the proper seniority order.

B. Know all picking rules to be able to advise employees of picking rights.

C. Pick for employees who do not show up or telephone at their assigned time, and do not submit a "Picking Choice" form.

D. When an employee picks, the Picking Clerk:

1. Enters the employee's picked runs or tricks and days off on the "Section List of Men". For extra board employees, he enters the picked terminal and days off.

2. Lines out the runs or tricks that were picked on the posted chart.

E. The Clerks are provided with a set of pre-punched I.B.M. cards.

1. There is a card for each employee arranged in badge, tag or payroll number order (green cards); a set of "day off" cards which are numbered 1 through 7; and a card for each run or trick for each day of the week which are color coded as follows:

   a. Gray for Sunday.
   b. Red for Monday
   c. Orange for Tuesday
   d. Blue for Wednesday
   e. Green for Thursday
   f. Violet for Friday
   g. Brown for Saturday.

2. As each employee picks a regular schedule, the Clerk pulls the employee's name card, pulls the "day off" cards and places them behind the name card, and pulls the run cards and places them behind the "day off" cards.

   a. The employee's name and badge, tag, or payroll number are written on the face of the name card.

   b. The cards are filed in the case in badge, tag, or payroll number order.

3. As each employee picks the extra board, the clerk pulls the employee's name and badge, tag, or payroll number on the face of the card; and places the card in the "extra" section of the case. The "day off" cards are placed behind the employee's name card. No run cards are used.

F. As the pick progresses, the pick clerk accepting the employee selection will remove the appropriate IBM cards from the supply. The cards will be given to the pick clerk manning the master trick sheet. The clerk will call out each trick and remove the tricks from the master list. Should an employee be picking by phone, the Local 308 representative will read the picked runs from the IBM cards to the employee. If the employee is present, he will sign the individual IBM cards.

JEB:ek
July 26, 1988

LEONARD SEATTY
PRESIDENT

HUGH F. MEGARTY
SECRETARY-TREASURER

DIVISION 308
AMALGAMATED TRANSIT UNION
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR
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ROOM 1438
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TELEPHONE STATE 2-4663

APPENDIX "B"

This Appendix shall be in addition to the Labor Agreement between the Chicago Transit Authority and the Amalgamated Transit Union Division 308 covering the period of December 1, 1968 to November 30, 1971, and shall supersede all previous agreements.

SYSTEM SENIORITY PICK RULES AND GUIDE LINES

1. A System Seniority Pick basis is in effect for all Rapid Transit Operating Employes.

2. All Rapid Transit System employes exercise their seniority rights according to classification as follows:

   (a) To pick a Section during each System Pick
   (b) To pick all regularly scheduled work or the extra list
   (c) To pick the period to take their vacation time

3. PICKING SECTIONS: A System Pick by seniority of the classification of a Rapid Transit employe shall take place every two years. In case of a major reduction or increase in regular runs or tricks in any classification, a System Pick will be held upon agreement with the Authority and Division 308. The System Pick shall be held at least four weeks prior to the time to qualify in their new section.

4. On the two year basis the System Pick shall be held on November 1 and will become effective with the next regular Section Pick of Runs and Tricks. This pick will include all Rapid Transit in the Trainman's classification including Conductors, Motormen, Switchmen, Towermen, Yard Foremen and Collectors.

   Agents will Pick System each two years on January 1. Agents will pick Section Tricks three times each year approximately January 1, May 1 and October 1.

   Janitors will pick System each two years on January 1. Janitors will pick Section Tricks three times each year approximately January, May and October.

   Rapid Transit Clerks will pick system each two years on approximately November 1. Rapid Transit Clerks will pick section tricks twice annually.

5. The Authority shall determine the number of regular and extra employes in each classification to fill all work in each Section.

6. Three Sections: North Section, South Section, West Section

7. The Authority shall issue each employe a seniority number in their respective classification, same to be posted at all terminals. No employe shall be issued more than one seniority number.

LEONARD BEATTY
PRESIDENT

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HUGH F. HEGARTY
SECRETARY-TREASURER

8. The Authority shall provide a suitable hall (centralized) for conducting the System Pick. The Pick to be conducted by Rapid Transit Clerks. Time for picking shall be spread so that all employes will have an opportunity to make their selection.

9. Picking Clerks shall start picking with the highest classification first until the controls in that classification is filled in all Sections and continue in the same manner through each classification. Then if the controls are not filled in any Section from the frozen employes, they will then be taken from the Conductor's Seniority List starting at the bottom of the Conductors List from the employes who have qualified in the required classifications to fill the controls in each Section.

10. Any employe who has waived, who picks or is forced to another Section other than the section he is presently working in, must work regular or extra in their frozen classification for the first Section pick. (Example - a frozen towerman who picks or is forced out of his present section on the System Pick must pick regular or extra tower.)

11. After the first Section Pick such employes can then revert to Number four (4) of the Rapid Transit Section Picking Rules.

12. Each employe will be required to pick at the time designated by the Authority.

13. All employes will be required to either pick in person or submit a form (CTA 3768) indicating their choice of Section in the order listed. This form must be prepared in triplicate and signed with the name and badge or tag number and seniority number and submitted to the Station Superintendent thirty-six hours prior to the employes scheduled time for picking.

14. If an employe does not report in person to submit a choice slip, the same Section he is presently working in will be picked for him if there is an opening in his classification. If this Section is already filled, another section will be picked for him.

15. An employe picking a foreign road must qualify in his or her classification by the time the Section pick takes effect.

16. No full time Rapid Transit Employes are to be allowed to transfer or to be transferred by the Authority from one section to another between regular System Picks.

17. All employes who have not waivered shall pick from the Conductor Seniority List and their name shall appear only on the Conductor Seniority List.

18. All new employes shall work only in the Section in which they were hired until the next System Pick.

19. Where System Seniority is established, one line of seniority shall prevail for each classification; Motorman, Conductor, Switchman, Yard Foreman, Towerman, Platform Man, Foot Collector, Agent, Clerk, Janitors. Seniority dates for these classifications under present Seniority system shall remain the same under System Seniority.

LEONARD SKAITY
PRESIDENT

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20. A newly hired employe's seniority date is established on the date the Authority and he or she agrees he or she is hired, provided the employee begins training or working on the job at the first opportunity afforded by the Authority.

21. The seniority date of an employe transferring within the Authority to another department remains as his or her original company seniority date but the seniority date in the new department is the date the transfer is effective.

22. The order of seniority for employes with the same date is:

(1) Employes transferred from another department
(2) Rehired employes
(3) New employes in actual alphabetical order of surname
(4) When surnames are the same, the alphabetical order of the given name decides the position of seniority.

Ties in seniority standings are decided by the last permanent seniority date prior to the new date being established.

23. A Section must be picked by all employes holding seniority rights in the classification picking on the System Pick with the exception of:

(a) Those employes in other jobs not covered by the current System Pick of Classifications being picked.

(b) Employes who are inactive, on extended leave of absence, on Military Furlough, on Maternity Leave, or who have been off sick for more than 6 months unless they can present evidence that they will resume work by the effective date of the pick.

Such employes who are inactive as indicated will be required to pick a Section at the General Office when they are approved to resume work, and they will be placed in their regular place according to their seniority and classification in the Section selected by them.

EXPLANATORY NOTE

Rule Number 4 as referred to in paragraph #11 regarding Rapid Transit Section Picking Rules states:

"4. All employes following the last employe to pick a regular run or "C" trick in each of the classifications will revert to the Conductor's list for the pick and will be permitted to pick a regular Conductor run or the extra list, provided they are in the group as set up in paragraph two. Picking a Conductor run or "C" trick or as extra is in accordance with Conductor seniority after all regular work on the lists on which the employes name appears has been picked."

LEONARD BEATTY
PRESIDENT

DIVISION 308
AMALGAMATED TRANSIT UNION
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR
137 NORTH DEARBORN STREET
ROOM 1438
CHICAGO, ILL. 60602
TELEPHONE STATE 2-4655

HUGH F. HEGARTY
SECRETARY-TREASURER

Paragraph 2 states:

2. At the time the pick is posted the Station Superintendent in each section will determine the number of extra men needed in each classification in order to fill all the extra work."

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS APPENDIX "B" TO BE SIGNED IN DUPLICATE THIS 8th DAY OF June A.D. 1971.

David M. Flynn
Superintendent of Transportation
Chicago Transit Authority
6-7-71

Charles Loughran
Vice-President
Division 308
Amalgamated Transit Union

Hugh F. Hegarty
HUGH F HEGARTY
SECRETARY TREASURER. DIV.308

Chicago Transit Authority
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

December 13, 1988

Retyped: 1/10/89
Original Not Found

Mr. Clarence Knox
President
Amalgamated Transit Union
Local 308
221 North LaSalle, Suite 303
Chicago, Illinois 60601

Re: General Bulletin G23-88
Ticket Agent Comfort Relief

Dear Mr. Knox:

As you are aware, we met with Dave Martin, Acting Senior Manager, Transportation Personnel, on Tuesday, November 22, 1988 concerning the above-captioned matter. The purpose of this letter is to memorialize our understandings reached during this meeting.

General Bulletin G23-88, issued September 15, 1988, will be revised to read as follows:

" . . . Specific points to remember:

- When making a comfort relief, relief agents who encounter a defective phone in the booth must then make the required call to the agent controller from the nearest public telephone in sight line and inform the proper authority of the defect. If a public telephone is not available or if the relief agent encounters a defective public telephone, the comfort relief agent is to return to the agent's booth and make the relief on his/her own recognizance. The agents must note on the back of their Agent's Report the defective phone (or phones) and time and date.

- Agents making comfort reliefs must be in proper uniform with their badge displayed before entering the booth.

- Comfort reliefs must spend the relief period in the booth. (Agents choosing not to have comfort reliefs "work the board" must allow the comfort relief agent into the booth.)

- Comfort relief agent must sign Agent Report and note the time comfort relief is made. Failure to do so may cause forfeiture of pay.

- Comfort reliefs will request permission to enter a booth NO MORE THAN ten minutes in advance of the appointed time.

- Comfort relief will call the agent controller from every station where a relief is made.

- Agents are reminded to adhere to their scheduled working hours pursuant to General Rule 18(a) - "Reporting for duty . . .".

In addition to the above agreed upon changes to the General Bulletin (G23-88), the Authority will consider the possibility of supplying quarters for use by the relief ticket agents. Transportation Personnel will advise Labor Relations and Local 308 of its recommendations concerning telephone reimbursement for agents as soon as the matter has been reviewed.

I believe the above accurately represents our understandings and resolves the concerns raised in your letter of October 6, 1988 to Dr. Paaswell. If you concur, please sign below and return to me as soon as possible. Two originals are enclosed, please retain one signed original for your records.

The Authority will take the necessary steps to reissue General Bulletin G23-88 with the above changes as soon as we receive your signature of approval.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Grant Ward, Jr.
Manager, Labor Relations

APPROVED:

Clarence Knox
President, Local 308

GW/DT:ek
cc: E. Hill
J. Marshall
D. Martin

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of June, 1989, by and between the Chicago Transit Authority ("CTA") and the Amalgamated Transit Union, Local 241 and Local 308 ("Union"),

WITNESSES:

WHEREAS, the CTA and the Union desire to formalize procedures that will accommodate the dual-rating of a number of Bus and Rail Instructors (bargaining unit positions) as Maintenance Training Specialist, Rail, Bus or Facilities (an exempt position, L-14).

NOW, THEREFORE, the parties agree as follows:

1. A pool of four or five dual-rated Instructors-Training Specialists will be created at the Maintenance Training Center.

2. Training Specialist duties are those of research and development of training programs, while Instructors' normal duties are those of teaching the resulting training programs.

3. Admission to the pool will be strictly voluntary. Acceptance into the pool will be based on record review and seniority. The standards of the record review will be specifically set forth.

4. The Authority will have the flexibility to remove a selected Instructor from the pool in the event the Instructor is unable or unwilling to perform the functions of Training Specialist. Such an action will not be considered discipline and will not affect the employee's status as an Instructor.

5. While performing the duties of a Training Specialist, the Instructor will receive $ .25 per hour in addition to his or her classified rate.

6. In the event the Authority determines to fill an opening for an exempt Training Specialist position, Instructors in the pool will be given preference for the position over nondual-rated Instructors. However, the Authority cannot relinquish its management right to appoint candidates for exempt positions; therefore, dual-rated Instructors are not guaranteed that they will be appointed to Training Specialist openings.

7. The terms and conditions of this Agreement shall apply without exception only to the present matter and the parties hereto specifically agree that this Agreement and its terms and conditions shall not in any way or manner be used as a precedent in any arbitration hearings, negotiations or discussions between the parties, except as may be necessary to enforce the provisions hereof.

AMALGAMATED TRANSIT UNION
Local 241

Elcosie Gresham
President & Business Agent

CHICAGO TRANSIT AUTHORITY

Grant Ward, Jr.
Manager, Labor Relations

James E. Marshall
Deputy Executive Director
Human Resources/Benefit Services

AMALGAMATED TRANSIT UNION
Local 308

Clarence Knox
President

Florence Salus
Manager, Maintenance
Training Department

David Hillock
Deputy Executive Director,
Maintenance

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of August, 1989, by and between the CHICAGO TRANSIT AUTHORITY ("Authority") and LOCAL 308, AMALGAMATED TRANSIT UNION ("Union").

WITNESSETH:

WHEREAS, the Authority and Union are parties to an Agreement dated October 10, 1980 establishing guidelines and conditions for training of Track Maintenance Equipment Operators (T.M.E.O.'s); and

WHEREAS, on April 8, 1985, the Authority and Union entered into an Agreement establishing a method of compensation in addition to revising certain provisions of the October 10, 1980 Agreement; and

WHEREAS, the Authority and Union have met on several occasions to discuss and resolve certain proposed changes with regards to the T.M.E.O. work force; and

WHEREAS, the parties desire to revise certain provisions of the October, 1980 and April, 1985 Agreements as hereinafter set forth,

NOW, THEREFORE, the parties agree as follows:

1. The Authority shall maintain the present Course Outline for Track Maintenance Equipment Operators as amended June, 1989 and attached hereto as Exhibit "A".

2. The Authority will establish a full-time permanent job classification of Track Maintenance Equipment Operator (hereinafter T.M.E.O.) to provide year-round operation and maintenance of the various pieces of T.M.E.O. equipment.

3. Approximately seven full-time permanent T.M.E.O. positions will be created upon approval by management staffing. The number of positions to be created will remain within the discretion of the Authority. Employees classified as full-time permanent T.M.E.O.'s will be compensated as follows: the employee's hourly trackman rate plus $ .45 per hour.

4. (a) Upon execution of this agreement, the Authority will poll all existing dual-rated T.M.E.O.'s to determine their interest in accepting the T.M.E.O. position on a permanent full-time basis. After this process has been completed, the Authority will proceed to offer

the full-time permanent T.M.E.O. positions to the most senior qualified dual-rated T.M.E.O.'s interested in accepting the positions. All qualified dual-rated T.M.E.O.'s who accept the full-time permanent T.M.E.O. position will be transferred from their current gang or zone and assigned to a separate, distinct T.M.E.O. group under Power and Way Maintenance.

(b) All future full-time permanent T.M.E.O. vacancies will be filled in the following manner: the vacancies will be offered in dual-rated seniority order to T.M.E.O. dual-rated trackmen who have successfully completed the Maintenance Training Center (M.T.C.) T.M.E.O. training program. Nothing herein requires the Authority to fill T.M.E.O. vacancies.

5. T.M.E.O. hours of work will be varied, Monday through Friday. The Authority reserves its contractual right to adjust the hours of work.

6. (a) The T.M.E.O. group will be supervised and coordinated under the direction of a Track Foreman III position.

(b) All future Track Foreman III openings for the T.M.E.O. group will be filled by the most senior qualified full-time permanent T.M.E.O. dual rated as a Track Foreman III.

(c) If an occasion occurs whereby a full-time permanent T.M.E.O. dual rated as a Track Foreman III does not accept the T.M.E.O. supervisory Track Foreman III position, the most senior qualified full-time permanent T.M.E.O. will be offered the T.M.E.O. Track Foreman III position.

(d) If, on any occasion, a full-time permanent T.M.E.O. employee is not accepted for the Track Foreman III position, or the T.M.E.O. employee does not accept the Track Foreman III position, it does not preclude the employee from being polled and/or reconsidered for future openings.

7. After the Track Foreman III position has been filled by the most senior qualified T.M.E.O., the succeeding two senior qualified candidates interested in the Track Foreman III position will be dual-rated. When the dual-rated employee is performing the Track Foreman III duties, he will be compensated at the proper rate in

accordance with the provisions of the wage and working conditions agreement.

8. Those employees who are currently dual-rated as T.M.E.O.'s and do not desire a full-time permanent classification will retain their dual rating and be assigned to the dual-rated pool within the T.M.E.O. group. The $ .45 per hour premium will be paid to all dual-rated T.M.E.O.'s in addition to the regular straight rate for all hours worked as a T.M.E.O. The size of the pool will be determined by the needs of the Authority.

9. (a) An employee classified as a full-time permanent T.M.E.O. who, for any reason, is unable to perform in the classification will be allowed to transfer to his/her former position with full seniority providing the employee meets all established physical and job requirements.

(b) The T.M.E.O. classification will be removed upon transfer to another classification.

10. The Track Maintenance Equipment Operators can be assigned to perform any track duties when T.M.E.O. work is not available.

11. (a) The employees who are currently dual-rated as T.M.E.O.'s and choose to accept the full-time permanent T.M.E.O. positions will be required to pass the Signal Aspect and Indications Test. They will not, however, be required to re-qualify in any classroom or on-the-job training, including the Signal Aspect and Indications test, for which they have already qualified.

(b) The T.M.E.O. employees who have not passed the Signal Aspect and Indications Test will be given two (2) opportunities to pass. If the employee does not pass the test the second time, the employee will be disqualified from any further T.M.E.O. training and no additional retraining or opportunity for qualifying as a T.M.E.O. will be offered to the employee.

12. The terms and conditions of this Agreement apply without exception only to the present matter regarding the Track Maintenance Equipment Operators. The Authority and Union specifically agree that the terms and conditions shall not in any way, nor in any manner, be used as a precedent in any future arbitration proceedings, negotiations or discussions between the parties, except as may be necessary to enforce the provisions hereof.

This Agreement is made and executed on this 16th day of August, 1989.

ACCEPTED BY LOCAL 308
AMALGAMATED TRANSIT UNION

Clarence Knox
President

Ervin Harmon
Vice President

ACCEPTED BY CHICAGO TRANSIT AUTHORITY

Grant Ward, Jr.
Manager, Labor Relations

James E. Marshall
Deputy Executive Director,
Human Resources/Benefit Services

R. T. Smith 8-16-89
Roy T. Smith
Senior Manager,
Facilities Maintenance

David A. Hillock
Deputy Executive Director,
Maintenance

JEB/DT:ek
6/5/89

October 4, 1989

TO: See Distribution Below

FROM: Director, Contract Administration

RE: Procedure for Assigning Track Department Overtime (Emergency and Scheduled) in the Zones

On August 16, 1989, the Authority and the Amalgamated Transit Union, Local 308, agreed to new procedures for scheduling and monitoring Track Department overtime in Facilities Maintenance. A copy of this procedure is attached for your review and information.

One point not addressed in this document is the initial implementation procedure. The new procedure is effective January 1, 1990. However, in an effort to provide fair and equitable treatment when converting from the current overtime rotation to the new procedure, it was agreed that the present overtime procedure would continue until rotation reaches the last person on the list. On the first day of the next month following completion of the current overtime rotation process, the zone seniority list for overtime hours will be set at zero for each trackman and the new procedure for assigning and monitoring Track Department overtime will begin. Thereafter, January 1st of every year will restart the process as outlined in the attached procedure.

Facilities Maintenance will inform all affected employees and hand distribute a copy of the procedure to each. The procedure will be posted at the appropriate work site(s).

If you have any questions, please contact James Bidwill (extension 3420) or Diane Traxler (extension 3418).

James E. Bidwill

JEB/DT:ek
Attach.

DISTRIBUTION

A. Gaughan
R. Gierut
D. Hillock
J. Johnson
J. Marshall
R. Smith
D. Traxler
G. Ward, Jr.
L.R. Staff
Agreement File
Unions, 308 Corres
Contract File (Orig.)



PROCEDURE FOR ASSIGNING AND MONITORING TRACK DEPARTMENT OVERTIME (EMERGENCY AND SCHEDULED) IN THE ZONES

1. The Track Section Foreman of each zone will provide and maintain a seniority list of all trackmen assigned to his zone.

2. On January 1st of every year, the zone seniority list overtime hours will be set to zero (0) for each trackman.

3. Beginning on January 1st of every year, the foreman will request trackmen to work scheduled overtime starting with the highest trackman in seniority from the zone seniority list. Thereafter, the scheduled overtime will be requested of the trackman with a combination of the lowest total overtime hours and the highest seniority.

4. In the event the required number of men are not attainable from the selection process outlined above, the track foreman will first contact the lubricator foreman, then the other zone track foremen to obtain the required number of trackmen, again using the lowest overtime hours in that group or zone. If the group which is normally contacted first has overtime hours in excess of the other zones, then the zone with the least overtime will be contacted first.

5. When a trackman rejects the scheduled overtime, he will be charged the actual highest hours paid, for that particular scheduled overtime, as though he had accepted the overtime.

6. The zone foreman will request all the trackmen to sign the overtime list, if they are available to do so, in a manner as to show that a trackman has "accepted" or "rejected" the scheduled overtime.

7. In the event a trackman is unable to sign the overtime list, e.g., at a distant location, etc., the foreman is to indicate for the trackman, acceptance or rejection of the scheduled overtime. The foreman must initial in the space provided, to show that the trackman was unavailable to sign the sheet and indicate why.

8. When a trackman is on vacation, off sick, injured, or unobtainable when the foreman is assigning the overtime, it will be considered non-chargeable and the foreman will continue through the list to the next low man in overtime. The foreman must note why a trackman was not contacted in the space provided.

9. Using the "low man/highest seniority" overtime method, overtime shall be distributed as equally as practical among the trackmen who generally work on the class of overtime work being performed.

10. Employees shall have the privilege of passing up overtime, except in cases of emergency, in favor of the employee next up for overtime work. Any employee passing up scheduled overtime work shall have the time charged to him as described in Item No. 5. In cases of emergency, such as snow storms, wrecks, or unusual interruptions of service, where overtime work is made necessary, the allotment of this overtime may be made to the first available trackman. This emergency assignment will be made at the discretion of the Authority. This overtime will not be chargeable to the trackman whether accepted or not.

11. The foreman of each zone will be responsible for tracking the overtime hours for the men assigned to his zone. The foreman will send a copy of the overtime hour list to his Superintendent after any overtime has been worked by his trackmen and the proper entry is made.

12. The foreman of a zone who has used another zone trackman, shall report to the proper zone foreman, on the following normally scheduled work day, the amount of paid work hours for that trackman. This overtime will be recorded and chargeable in his zone.

13. A trackman will not be allowed to work on scheduled overtime if it is scheduled while he is on vacation, sick, injured, or off duty, for any reason, when the overtime is assigned; even if the scheduled overtime is to be performed when the employee is scheduled to return to work.

14. "Scheduled" overtime will be considered as: any and all overtime scheduled in advance and is not deemed an emergency by the Authority or its appointed representative(s).

15. "Emergency" overtime will be considered as:

    a. Any overtime that is required because of unsafe track and/or track appurtenances that may compromise safe train operation.

    b. Any unusual, aggravated condition, such as snow storms, wrecks, or unusual interruptions of service, so deemed an emergency by the Authority or its appointed representative(s) that require men to be held over and/or called out.

16. The foreman will use every reasonable means to contact the track personnel to inform him of scheduled overtime. However, the foreman will not hold up the selection process if he is unable to reach the employee in a reasonable amount of time. The foreman shall keep a record of what attempts were made. The trackman will not be charged if he is not contacted.

17. In the event a trackman is passed over in error, he will not be charged for the overtime hours whereby maintaining his low overtime hour statistics.

R.T. Smith 8-16-89

Roy T. Smith
Senior Manager,
Facilities Maintenance

APPROVED:

Clarence Knoy
President, Local 308
Amalgamated Transit Union

RTS:ek
Revised 8/16/89

No. 9: Trackman T.M.E.O. Compensation
[pre-1974 rate]

AGREEMENT

THIS AGREEMENT, made this 14th day of December, 19 89, by and between the Chicago Transit Authority (hereinafter, "the Authority") and Local 308, Amalgamated Transit Union (hereinafter, "the Union"),

WITNESSES:

WHEREAS, the Authority and the Union are parties to a Wages and Working Conditions Agreement in effect between December 1, 1986 and November 30, 1989 and from year to year thereafter, and

WHEREAS, a provision of that agreement provides that employees in the Trackmen classifications who are qualified in three or more classifications shall progress to the top rate of the classification payable to employees hired on or before November 30, 1974, and further provides that employees who so qualify will be required to work in the designated classifications if so assigned; and

WHEREAS, the parties are also parties to an agreement dated August 16, 1989, concerning the establishment of the full-time permanent classification of Track Maintenance Equipment Operator (hereinafter "T.M.E.O."); and

WHEREAS, the parties are in accord in the understanding that the nature and variety of duties performed by T.M.E.O.'s are such as to be equivalent to the three classification criteria of the Wages and Working Conditions Agreement provision referred to above; and

WHEREAS, the parties wish to establish that Full-Time Permanent T.M.E.O.'s will accordingly be eligible to progress to the top rate of the Trackman classifications payable to employees hired on or before November 30, 1974;

NOW THEREFORE, the parties agree as follows:

1. Effective the first full payroll period beginning on or after January 1, 1990, Trackmen in the full-time permanent position of T.M.E.O. will have a wage progression schedule equivalent to that of Trackmen hired on or before November 30, 1974, and will therefore progress to 100% of the Trackman wage rate payable to employees hired on or before November 30, 1974.

2. Consequently, full-time permanent T.M.E.O.'s will receive the employee's hourly Trackman rate plus $ .45 per hour, as provided in the Authority-Union Agreement dated August 16, 1989.

3. This present Agreement concerns only Trackmen in the classification of full-time permanent T.M.E.O., and does not refer to Trackmen dual-rated as T.M.E.O.'s, or to Trackmen who have qualified in other classifications. The wage rate for such Trackmen not covered by this Agreement remains a subject of negotiation between the parties and nothing herein forecloses further negotiations on this subject.

This Agreement is made and executed this 14 day of December, 1989.

ACCEPTED BY LOCAL 308
AMALGAMATED TRANSIT UNION

Clarence Knox
President

ACCEPTED BY CHICAGO TRANSIT
AUTHORITY

Grant Ward, Jr.
Manager, Labor Relations

James E. Marshall
Deputy Executive Director,
Human Resources

Roy T. Smith 11-28-89
Roy T. Smith
Senior Manager,
Facilities Maintenance

D. A. Hillock 11/29/89
David A. Hillock
Deputy Executive Director,
Maintenance

March 7, 1990

To: Distribution List

From: Manager, Labor Relations

Re: Rail Janitor Group Leaders Agreement

Attached is a copy of an executed agreement between the Authority and Local 308, ATU, establishing certain working conditions in accordance with Article 12.3(c) and 12.3(d) of the parties' collective bargaining agreement. Among the subjects covered are the following:

1. A survey of current dual-rated janitor-leaders to determine if they wish to continue to be dual-rated;

2. Group leader system and district picks;

3. Methods for filling permanent and temporary vacancies;

4. Commitment to creation of a job description; and

5. Creation of a $.20 per hour leader premium.

Please take the necessary steps to implement this agreement.

Grant Ward, Jr.

GW:lf

Distribution List:

cc: T. Czech
D. Hillock
J. Lawrie
J. Marshall
D. Perez
R. Smith
G. Kurowski
W. Moore

Chicago Transit Authority
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

December 8, 1989

Mr. Clarence Knox
President, Local 308
Amalgamated Transit Union
221 North LaSalle, Suite 303
Chicago, Illinois 60601

Re: Rail Janitor Group Leaders

Dear Mr. Knox:

Enclosed is a copy of the Rail Janitor Group Leader Agreement which we reached earlier. It has been fully executed by the Authority. I ask you to execute it and return it to me so that we can implement this agreement. I will return a copy to you for your file.

Very truly yours,

James E. Bidwill
Director, Contract Administration

JEB:ek
Encl.
cc: D. Hillock
J. Marshall
D. Perez
R. Smith
G. Ward, Jr.

AGREEMENT

THIS AGREEMENT, made this 14 day of ~~August~~ December, 1989, by and between the Chicago Transit Authority (hereinafter, "the Authority") and Local 308, Amalgamated Transit Union (hereinafter, "the Union").

WITNESSES:

WHEREAS, the parties wish to reach agreement on provisions concerning Rail Janitor Group Leaders in accordance with Articles 12.3(c) and 12.3(d) of the parties' Wage and Working Conditions Agreement,

NOW, THEREFORE, the parties agree as follows:

A. Survey

1. All currently dual-rated janitor-group leaders will be surveyed in seniority order as to whether they wish to continue to be dual-rated.

2. Any currently dual-rated janitor who does not wish to work as a group leader may so indicate on this survey and his or her dual-rating will be rescinded.

B. System Pick:

1. A group leader system pick will be held before the janitor system pick, on every occasion on which a janitor system pick is held.

2. All group leaders will pick districts according to group leader seniority.

3. If a dual-rated janitor-group leader is able to pick into a district where group leader positions are available and chooses not to do so, he or she will remain in the dual-rated pool and he or she will be allowed to pick on the janitor system pick in janitor seniority order, provided there are dual-rated janitor-gang leaders with less seniority in the system-wide pool to fill the district controls. If there are not, then the least senior dual-rated janitor gang-leader in the system-wide pool will be forced to pick into the applicable district.

4. In the absence of volunteers, the person in the pool with lowest group leader seniority will be forced to pick into the district.

C. District Picks

1. A group leader district pick will be held before the janitor station pick.

2. All group leaders will pick in seniority order, group leader positions in their respective districts, if available.

3. If a dual-rated janitor-group leader is able to pick a group leader position and chooses not to do so, he or she will remain in the dual-rated pool, and he or she will be allowed to pick on the janitor pick in janitor seniority order, provided there are dual-rated janitor-gang leaders with less seniority in the district pool to fill vacant positions. If there are not, then the least senior dual-rated janitor-group leader in the district is forced to accept the position.

4. If a dual-rated janitor-group leader is unable to pick a group leader position, he or she will remain in the dual-rated pool and will be allowed to pick on the janitor pick in janitor seniority order.

5. If open group leader positions remain in a district after the group leader pick, the janitors in the system-wide dual-rated pool will be polled in seniority order to determine if they wish to volunteer to fill the open position.

6. If no dual-rated janitor-group leaders volunteer for the pool, the person in the system-wide pool with the lowest group leader seniority will be forced to accept the open positions.

D. Permanent Vacancies

1. If permanent group leader vacancies occur between picks, the janitors in the district group leader pool will be polled in seniority order to determine if they wish to volunteer for the open position.

2. In the absence of volunteers, the person with lowest group leader seniority will be forced to accept the position.

3. In the absence of any dual-rated group leader in the district, group leaders in the system-wide pool will be polled for volunteers for the open position, with the lowest dual-rated group leader forced to accept if there are no volunteers.

E. Temporary Vacancies

1. In the event a temporary vacancy is to be filled, it will be filled in the following order:

a. Extra Board - Gang Leaders
b. Volunteering pool personnel within the district;
c. Volunteering pool personnel in the system-wide pool;

F. Job Description

1. In accordance with Article 12.3(d) of the CTA-ATU Wage and Working Conditions Agreement, a job description will be developed for Rail Janitor Gang Leaders. The description will detail the responsibilities of the position.

G. Leader Premium

1. A dual-rated janitor-group leader picking or assigned to a permanent group leader position will receive a premium of twenty cents ($ .20) per hour above his or her classified janitor hourly pay rate.

2. A dual-rated janitor-group leader who is temporarily assigned to a group leader position will receive a premium of twenty cents ($ .20) per hour above his or her classified janitor hourly pay rate for all hours that he or she worked in the group leader position.

3. It is acknowledged by both parties that presently janitor group-leaders are required to work eight hours and forty minutes per day and are consequently paid nine hours' pay per day, including overtime. If this practice should be discontinued, the Authority and the Union will meet prior to the discontinuation to discuss and reevaluate the amount of the above premium.

FOR THE UNION:

Clarence Knox

FOR THE AUTHORITY:

David Perez
Director, Rail Janitor Services

FOR THE AUTHORITY:

R. J. Smith 11-29-89
Roy Smith
Senior Manager,
Facilities Maintenance

D. C. Hillock 11/29/89
David Hillock
Deputy Executive Director,
Maintenance

Grant Ward, Jr.
Manager, Labor Relations

James E. Marshall
James E. Marshall
Deputy Executive Director,
Human Resources & Benefit
Services

Chicago Transit Authority
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

April 13, 1990

Mr. Clarence Knox
President
Amalgamated Transit Union
Local 308
221 North LaSalle Street, Suite 303
Chicago, IL 60601

Re: Arbitration Information

Dear Mr. Knox:

This letter is intended to confirm that you and your Attorney, Robert Bates, met with James Bidwill, Director of Contract Administration and Don Bowie, Director of Grievance/Arbitration Processes, and reached understandings concerning issues which have arisen when, during the arbitration process, the Union has requested information in preparation of its arbitration case. As we know, these issues have led the Union to file an Unfair Labor Practice against the Authority. Contingent upon the CTA's agreement to act in good faith in responding to relevant information requests, you have agreed to withdraw the charge in accordance with the Settlement Agreement.

Without admitting any previous violation of the Illinois Public Labor Relations Act, and relying on your promise that the ULP will not be reinstated without prior discussion with this office or because of a single dispute over the furnishing of information, we will adopt the following procedures with the intention of avoiding information problems in the future.

1. Legal questions concerning the propriety of information requests are to be determined between the lawyers assigned to the case.

2. We will inform our staff and per diem attorneys to copy the Labor Relations Department on all correspondence concerning any arbitration information requests.

3. We will inform our staff and per diem attorneys that all union requests for arbitration information should be routed through the Labor Relations Department rather than handled by direct inquiry to another department.

4. In the event that the union attorney believes that he or she is not receiving due cooperation from the Authority in obtaining information, he or she will so inform the President of Local 308. The President will, in turn discuss the matter with the Director of Grievance/Arbitration Processes with the intention of reaching a mutually satisfactory resolution.

5. In the event that the information requested is unavailable, cannot be provided in a reasonably timely manner, or otherwise appears to be too cumbersome or too burdensome to collect, the CTA Representative will contact the union attorney with the intention of reaching an agreement on how information needed by the union can be provided in an efficient manner.

6. As a corollary to the above paragraph, in the event that the most efficient manner of providing requested information is to allow the union attorney access to Authority records, the Labor Relations Department will arrange for such access to be provided, to the extent permissible by law.

7. The CTA will encourage sub-contractors and agents to cooperate in providing relevant and reasonable arbitration information requested by union attorneys.

If the above accurately reflects the understanding we have reached, please so indicate by signing below.

Very truly yours,

Grant Ward, Jr.
Manager, Labor Relations

Accepted:

Clarence Knox
President, Local 308

GW:lf

cc: J. Daley
M. Szostak
L. Murray
W. Farley
J. Marshall
D. Bowie
J. Bidwill
L.R. Staff
R. Stanton

No. 12: Terminal Combination Clerks (Stockroom Clerks/Materials Management/Office Clerks Service Delivery)

TERMINAL COMBINATION CLERKS AGREEMENT

THIS AGREEMENT, made this 5th day of January, 1994, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union").

WITNESSES:

WHEREAS, the Authority has determined that the function of Terminal Combination Clerks should be divided to implement efficiencies resulting from the Authority's reorganization and realignment of responsibilities, and

WHEREAS, the parties wish to protect the interests and expectations of present Terminal Combination Clerks and other employees represented by the Union,

NOW, THEREFORE, the parties agree as follows:

1. Duties and general areas of responsibility presently performed by Terminal Combination Clerks will be divided among two new positions: Stock Room Clerks, reporting to Materials Management; and Office Clerks, reporting to Service Delivery. The total number of Stock Room Clerk positions is estimated to be 34, and the initial number of Office Clerk positions is estimated to be 10.

2. Incumbent Terminal Combination Clerks as of the date of this Agreement shall have the following protection:

a. During the initial pick to divide the clerks between Office Clerks and Stock Room Clerks, all Terminal Combination Clerks will pick in Terminal Combination Clerk seniority either an Office Clerk (Grade 5) position, or a Stock Room Clerk II (Grade 6) position. The number of Stock Room Clerk II positions will be sufficient to accommodate all Terminal Combination Clerks who initially wish to pick that position.

b. The incumbent Terminal Combination Clerks shall not be affected by the salary structure revisions as set-forth in Article 3.3 C.1 of the Wage and Working Conditions Agreement.

c. A combined Office Clerk - Stock Room Clerk II pick will be conducted every two years. At such time, the incumbent Terminal Combination Clerk will have the right to pick either a Stock Room Clerk II position or an Office Clerk position, provided as follows:

They have remained qualified for the position by applying for and successfully completing training programs related to the position they wish to pick. Training will be on the employee's own time if for a position the employee does not occupy at the time the training is available and if permitted by State and Federal Laws. The Authority will make such training available to all incumbent Terminal Combination Clerks during the period between picks.

3. Open, authorized Stock Room Clerk or Office Clerk vacancies will be filled as follows:

a. Stock Room Clerk I (Grade 5)

i The vacant position will be posted company wide as a Stock Room Clerk I (Grade 5), and applicants who are at the time of the posting in positions bargained for by Local 308, will be considered for placement based upon normal standards before other applicants.

ii The job opportunity posting will specify that current (at the time of the posting) car servicers and car repairers will be given first preferance, provided they meet record review and testing requirements.

iii Employees who are selected for a Stock Room Clerk I position under this procedure will, on the bi-annual pick referred to above, be restricted to picking within the Department to which he or she reports.

b. Office Clerk (Grade 5)

i Training programs for Office Clerk will be announced by posting.

ii The Training Opportunity Bulletin posting will specify that current (at the time of the posting) car servicers and car repairers will be given first preference for training, provided they meet record review and testing requirements.

iii Employees who successfully complete the training program will be eligible in bargaining unit seniority order for promotion to vacant Office Clerk (Grade 5) positions provided their records are satisfactory at the time a vacancy becomes available. All members of one training class with satisfactory records will receive one opportunity for promotion before members of a subsequent training class are offered such promotions.

iv Training will be on the employee's own time if permitted by State and Federal laws.

v Employees who are selected for an Office Clerk position under this procedure will, on the bi-annual pick referred to above, be restricted to picking within the Department to which he or she reports.

4. Employees who, subsequently become Office Clerks or Stock Room Clerks will receive the unrestructured wage rate of the position.

This agreement is made this 5th day of January, 1995, at Chicago, Illinois.

AGREED: Local 308 by

President and Business Agent

AGREED: Chicago Transit Authority

Vice President
Materials Management

Vice President
Rail Service Delivery

Vice President
Human Resources

General Manager
Industrial Relations

MATERIALS MANAGEMENT STOCK ROOM CLERK PICK

AREA	LOCATION(S)	JOB	NAME	ID#
753	SKOKIE *	MATERIAL/PAYROLL		
753	KIMBALL	STOCKROOM		
753	98TH	STOCKROOM		
753	WILSON	STOCKROOM		
753	HOWARD	STOCKROOM		
753	DESPLAINES	STOCKROOM		
753	ROSEMONT	STOCKROOM		
753	54TH	STOCKROOM		
753	MIDWAY	STOCKROOM		
753	Relief	STOCKROOM		
753	Relief	STOCKROOM		
753	Relief	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		
753	Relief**	STOCKROOM		

TO: ALL TERMINAL COMBINATION CLERKS

RE: STOCK ROOM/OFFICE CLERK PICK

Pursuant to the agreement signed on_____by and between the Chicago Transit Authority and ATU Local 308, a job pick will be held on_____for all Terminal Combination Clerks.

Duties and general areas of responsibility presently performed by Terminal Combination Clerks will be divided among two new positions: Stock Room Clerks, reporting to Materials Management; and Office Clerks reporting to Service Delivery.

Terminal Combination Clerks will pick in Terminal Combination Clerk seniority order either an Office Clerk (Grade 5), or a Stock Room Clerk (Grade 6) position. There will be sufficient positions to accommodate all Terminal Combination Clerks who wish to pick the Stock Room Clerk positions.

Terminal Combination Clerks will remain in the position they pick for a two year period. In two years another pick for the previously classified Terminal Combination Clerks will be conducted. Terminal Combination Clerks may then pick another position if so desired as long as they have remained qualified for the position they wish to pick.

During a period of transition before open positions in each department are filled, Stock Room Clerks and Office Clerks may perform each others duties.

The pick will be effective_____. The official pick location will be Skokie Shops. The pick phone number will be (708) 673-0037. Please refer to the attached schedule and included pertinent information prior to picking.

STOCK ROOM/OFFICE CLERK PICK

All hours are 0600 to 1430 Monday thru Friday.

* Works hours 0530 to 1400 Monday thru Friday.

** Works various hours and days as required.

The clerk assigned to Skokie Shop will be responsible for: Material hold reporting and acquisition, payroll, surveys, data entry, material handling, emergency related deliveries via company vehicle and related administrative and material support.

All Stock Room Clerk relief positions work various locations as assigned depending on work load. Assignments will be given by the management staff of Stock Room Operations.

Upon vacancies in permanently assigned Stock Room Clerk positions, relief Stock Room Clerks will be offered such assignments on the basis of seniority.

All assignments are subject to change in the event of emergency situations.

RAIL TERMINAL SERVICE DELIVERY OFFICE CLERK PICK

AREA	LOCATION(S)	JOB	NAME	ID#
391	KIMBALL	OFFICE		
392	98TH	OFFICE		
392	WILSON	OFFICE		
392	HOWARD	OFFICE		
394	DESPLAINES	OFFICE		
394	ROSEMONT	OFFICE		
394	54TH	OFFICE		
395	MIDWAY	OFFICE		
392	Relief *	OFFICE		
394	Relief **	OFFICE		

All hours are 0600 to 1430 Monday thru Friday.

* Relieves office clerks at Kimball, Desplaines, Rosemont and 54th Shops. Assignments will be coordinated by the Orange Line Management Staff.

** Relieves office clerks at Howard, Wilson, Midway and 98th Shops. Assignments will be coordinated by the Orange Line Management Staff.

Upon vacancies in permanent assigned office clerk positions, relief office clerks will be offered such assignments by seniority.

All assignments are subject to change in the event of emergency situations.

PICKING ORDER AND TIME SCHEDULE FOR CLERKS ON

NAME	ID#	SENIORITY DATE	PICK TIME	SEN#
LACEY, L.	35607	08/20/72	09:00	1
DeCORE, M.	36080	12/29/74	09:05	2
ROGERS, C.	35706	03/14/76	09:10	3
McINTOSH, M.	36669	06/06/76	09:15	4
BURDEEN, D.	35662	12/12/76	09:20	5
TUDOR, E.	16163	03/20/77	09:25	6
JOYCE, L.	08656	04/03/77	09:30	7
AVERITT, M.	15263	06/13/77	09:35	8
JEFFRIES, R.	23294	08/13/78	09:40	9
McCARTHY, G.	35490	01/07/79	09:45	10
BALLARD, D.	01124	09/14/80	09:50	11
TORRES, N.	35510	04/20/81	09:55	12
MEDINA, A.	35579	05/03/81	10:00	13
NICOSIA, J.	18863	01/01/83	10:05	14
SHELTON, R.	35591	04/10/83	10:10	15
ROWE, C.	15088	01/31/88	10:15	16
VELINSKE, J.	18749	01/31/88	10:20	17
ORTIZ, V.	18921	01/31/88	10:25	18
JURCZYK, J.	19588	01/31/88	10:30	19
KINSLOW, A.	11136	05/22/88	10:35	20
LONIE, O.	11635	06/18/89	10:40	21
MULDROW, K.	14045	01/13/92	10:45	22

AGREEMENT

THIS AGREEMENT, made this 17th day of ~~April~~ May, 1994, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union"),

WITNESSES:

WHEREAS, such events as the World Cup Soccer Tournament are expected to result in a significant increase in the volume of visitors using the rapid transit system and particularly the Blue Line during the summer of 1994; and

WHEREAS, both the Authority and the Union wish to express their civic pride in the rapid transit system by ensuring that rapid transit stations impress such visitors, as well as the general public, as extremely clean and sanitary; and

WHEREAS, the level of detail cleaning required for such appearance in the time frame allowed would put an undue burden on the Authority's janitorial work force; and

WHEREAS, the Authority has, for a number of years, cooperated in a program under which the Cook County Sheriff's office has provided people sentenced to community service by the courts, who have performed such service by working weekends cleaning the Authority's garage areas and right-of-way; and

WHEREAS, such a work force seems ideal for the detailed station cleaning referred to above; and

WHEREAS, the parties intend the use of such a community service work force would be on a non-precedent setting basis and would be specifically limited to the detailed station cleaning referred to above;

NOW, THEREFORE, the parties agree as follows:

1. The Authority will ask the Cook County Sheriff's Office to provide a community service work force of approximately forty to fifty people who, at no cost to the Authority, will work eight hours a day on Saturdays and Sundays only and who will be devoted to detailed cleaning and litter removal in rapid transit stations and their immediate environs between the O'Hare Terminal and the Dearborn subway.

2. This work force will not be assigned specifically to removing graffiti, cleaning windows or other duties normally performed on a routine basis by the Authority's Union-represented janitors, although such work may be done as an adjunct to the detailed cleaning referred to above.

3. This community service project will cease no later than Labor Day, 1994. There will be no continuation of the project nor will there be any expansion of the use of the community service workers to perform duties arguably within the jurisdiction of the Union without specific, written agreement of the parties.

4. The use of the community service workers will in no way or manner cause the Authority to reduce its complement of janitors or to displace janitors or other employees represented by the Union or to eliminate janitor positions.

5. The agreement applies only to the instant subject concerning detailed cleaning of rapid transit stations during the Spring and Summer of 1994, and shall not be used as a precedent in any future discussions, negotiations, arbitrations or any action of any kind in any judicial or administrative forum, except as may be necessary to enforce the provisions hereof.

This Agreement is made this 17th day of ~~April~~ May, 1994 at Chicago, Illinois

AMALGAMATED TRANSIT UNION
LOCAL 308

Jerry W. Williams Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

William R. Money Chgo HLO
Executive Vice-President
Service Delivery

General Manager
Industrial Relations

January 18, 1995

To: Distribution List

From: Manager, Contract Administration

Re: Agreement Overruling Arbitration Opinion In the Case of:

David Caruvana
Badge No. 21237
Conductor/O'Hare
Grievance No. 493-15

Attached is an agreement between the Authority and Local 308, ATU, overruling the reasoning of Arbitrator William T. Coleman in the above captioned case.

While the parties agree that it is more trouble than it is worth to vacate Coleman's award of twelve hours pay to the grievant, the parties also agree that the arbitrator's interpretation of the third paragraph of Article 12.2(c) of the CTA-ATU labor contract is wrong on its face and contrary to the past practice of the parties. Coleman's opinion leads to the conclusion that extra board employees would always have preference for overtime work over regular employees, whether the overtime is to be filled from the workbook or from employees available at the time the overtime opportunity arises. Coleman's error seems to be equating "extra" work with "overtime" work.

Therefore, the attached agreement sets forth the interpretation of the third paragraph of Article 12.2(c) which is to be followed.

James E. Bidwill

Distribution List:

G.Ward, Jr.
D.Bowie
R.Gierut
Industrial Relations Staff (5)
T.Czech
K.Hermann
T.Fair
W.Mooney
M.Dundovich
M.Hermann
Record/File

8423 (03/87)

AGREEMENT

THIS AGREEMENT, made this 15th day of January, 1995, by and between the Chicago Transit Authority ("the Authority"), and Local 308, Amalgamated Transit Union ("the Union"),

WITNESSES:

WHEREAS, in the arbitration of Grievance Number 493-15, filed by David Caruvana, Badge Number 21237, Arbitrator William T. Coleman found for the grievant; and

WHEREAS, in finding for the grievant, Arbitrator Coleman interpreted the third paragraph of Article 12.2(c) of the Authority-Union Wage and Working Conditions Agreement in a manner which the parties agree is incorrect; and

WHEREAS, the parties are bound to accept Arbitrator Coleman's award but are not bound to accept his reasoning; and

WHEREAS, the parties wish to establish that Arbitrator Coleman's opinion shall not set a precedent for interpretation of the aforementioned third paragraph of Article 12.2(c);

NOW, THEREFORE, the parties agree as follows:

1. The third paragraph of Article 12.2(c) of the Authority-Union Wage and Working Conditions Agreement which states that "... Regular employees are not allowed to perform extra work when extras employees are available...", shall be applied as follows:

a) An extra employee who is scheduled and available to work will be assigned work which becomes open and will be paid at the extra employee's straight time rate (subject to the overtime provisions of Article 6.1 of the Authority-Union Wage and Working Conditions Agreement) in preference to a regular employee being called out from the work book or otherwise being used to perform the work at the regular employee's overtime rate;

b) If overtime work is to be filled from the work book, it will be filled in order of sign-up and frozen qualifications, with no preference given to extra employees;

c) If overtime work becomes available and cannot be filled from the workbook, it will be offered to employees who are present in the immediate vicinity in order of seniority, with no preference given to extra employees.

2. This agreement is limited to interpretation of the third paragraph of Article 12.2(c) of the 1993-95 Authority-Union Wage and Working Conditions Agreement, and shall not be used as a precedent in any future discussions, negotiations, arbitrations, or other actions in any legal or administrative forum, except as may be necessary to enforce the provisions hereof.

THIS AGREEMENT is made this 18th day of January, 1995, at Chicago, Illinois.

AMALGAMATED TRANSIT UNION
LOCAL 308

Jerry W. Williams Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

William R. Mooney
Vice President
Rail Service Delivery

General Manager
Industrial Relations

AGREEMENT

THIS AGREEMENT, made this 11th day of May, 1995, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union").

WITNESSES:

WHEREAS, the Authority and the Union have previously agreed to the institution of a pilot program under which terminal interviews are scheduled on specific days and specific times; and

WHEREAS, this pilot program has served the interests of the Authority, Union and affected employees; and

WHEREAS, the Authority and the Union wish to establish the elements of the program as the principal methodology for scheduling terminal interviews of train persons and ticket agents;

NOW, THEREFORE, the parties agree as follows:

1. The practice of posting a seven-day terminal interview list for train persons and ticket agents is hereby discontinued.

2. In substitution therefor, specific days will be scheduled for terminal interviews, and a list will be posted and copies distributed to ticket agents four days in advance of such scheduled days. This list will contain the names of train persons and ticket agents who are required to schedule interviews.

3. At the time the above list is posted, an interview sign-up book will be made available by the window clerk, dividing the scheduled hours of the terminal interview day into twenty-minute intervals. Listed employees are required to select in advance a specific time of interview.

4. If an affected employee does not schedule and/or attend an interview on the scheduled interview day specified by the list on which his or her name appears, he or she will be allowed to continue in service for one week following the scheduled interview day. Removal from service will only occur prior to the normal interview schedule when a violation occurs that requires drastic action, such as: Safety violations requiring referral to instruction; General Rule 14(a) violations; and AWOL's.

5. Two days prior to an interview day, the Authority will send/fax to the Union a copy from each terminal of the schedule interview (appointment) sign up sheet for those employees who have scheduled an interview.

6. If the Authority, the Union and the employee mutually agree, an interview can be held on a day other than a specified interview day.

7. This agreement and its terms and conditions apply only to the present matter concerning terminal interviews and shall not be used as a precedent in any future discussions, negotiations, grievances, arbitrations, or action at law or in equity in any legal or administrative forum, except as may be necessary to enforce the provisions hereof.

THIS AGREEMENT is made this 11th day, of May, 1995, at Chicago, Illinois.

AMALGAMATED TRANSIT UNION

Jerry W. Williams Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

W. Wm. R. Mooney
Vice-President,
Rail Service Delivery

Thomas M Gael
Vice-President,
Human Resources

General Manager,
Industrial Relations

Originated by: James E. Bidwill



Committee on Shared Interests

TRAINMEN AM/PM EXTRA BOARD ASSIGNMENT PROCEDURES

These procedures apply only to the trainmen extra board

I. PICKING

1. Employees may opt to the conductor list when they make their decision in the section pick.

2. Employees on the conductor list will either pick as conductors or the extra board.

3. Extra board employees will choose the AM or PM extra board and their days off on the basis of their conductor seniority.

4. The AM and PM extra boards will have separate day off controls.

5. Extra board day off controls are to be established separately for foot collectors, towermen, switchmen and motormen.

6. Extra board employees will pick off days and the AM or PM boards from any of these classification lists (foot collector, tower, switching, motor, RTO) as long as they hold that qualification regardless of their frozen classification.

7. However, extra board employees may not pick from the switchman or motorman day off control lists, etc., if their qualification as foot collectors or towermen are needed to complete day off control quotas from the extra board towerman and foot collector lists, etc., in order to fill these two classifications' day off controls. Once the day off controls are satisfied for the foot collectors and towermen, then employees will be able to pick from the motorman or switchman lists, etc. In the event the quotas are not reached in any of the classifications, extra personnel, frozen or unfrozen, with the least seniority holding those classifications will be used to fill them.

II. CHIEF CLERK RESPONSIBILITIES

1. After the pick is completed, the Chief Clerk is to compile an AM and a PM extra board employee checker. These two (2) checkers are to rank the employees from top to bottom on the basis of their conductor seniority. The employee with the highest seniority will be placed on the top of the list.

2. These checkers will also include all of the rail classifications in which each employee is qualified to work.

3. The checkers will be used for a week at a time. Employees work assignments are to be recorded on the checkers by the Assignment Clerk.

4. The Chief Clerk is to also ensure that Work Sheets are compiled for each pick; separate Work Sheets are to be produced for the AM and PM jobs.

5. These Work Sheets are to list all of the terminal's scheduled/picked jobs in a ranked order based on the jobs finishing times. The earliest finishing job is to be listed first and so on. This is done by merging all of the terminal's scheduled jobs, regardless of the jobs classification, into one list.

6. All jobs which report from 0001 to 1159 hours are AM extra board work; jobs which report from 1200 to 2400 hours are PM work.

7. The Manager/Chief Clerk will create a Show Up Table which will indicate how show up personnel are to be assigned when available.

III. ASSIGNMENT OF WORK

1. Assignments are to be made on the basis of seniority. The guiding principle is to assign the earliest finishing piece of work to the person with the highest seniority. This principle is to be applied successively down the AM seniority list with the open work with the earliest finishing time going to the extra board person with the highest seniority.

2. This principle is to be deviated from only to avoid a situation where a job cannot be filled or overtime would be unnecessarily paid because someone with a "scarce/critical" qualification (e.g. worktrain switchman, foot collector, Skokie switchman, Wilson towerman, etc.) was assigned a job with a more commo classification (e.g. motorman, switchman, conductor or flagman).

   In this situation, an extra board employee with a "critical" classification should b passed-by or "skipped-over" to save them to work a piece of work in a "scarce/critical" classification.

3. Thus, before a clerk assigns work to an extra board employee the clerk must first review the classifications of the open work and the qualifications of person el available to fill the open work. From this review it should be determined which employees must be "passed-over" when work is assigned on the basis of seniority in order to "save" them for the jobs which they are specially qualified to perfo m However, they are not to be "saved" if other employees are available for these speci jobs further down the seniority list.

4. Unscheduled jobs (e.g. flagging, switching scrubs, show-ups, etc.) are to be integrated into the Work Sheets on the basis of their finishing times. For instance, a flagging job which reports at 0800 hours is to be assigned based on the assumption that it will be through with work at 1630 hours.

5 If there is more than one unscheduled job with the same finishing time then the job with the lowest job order number is to be assigned first. For example, two (2) flagging jobs report at 0800 hours. Both jobs were ordered yesterday: job 1 (00001) was ordered at 1000 hours and job 2 (00002) was ordered at 1230 hours Job order 1 is to be assigned to the higher seniority employee.

6 Show-ups are to be assigned with finishing times assumed to be four (4) hours after their report times. For instance, a 0300 hours show-up is to have a finishing time of 0700 hours

7 Assignment clerks are to compare the number of jobs to be filled to the number of available extra board employees. If there is a surplus of regular extra board employees compared to the number of jobs to be assigned, show-ups will be assigned. Once the number of show up assignments is determined, the Assignment Clerk is to consult the Show-Up Table to determine the times which the show-ups are to be assigned.

However, it should be noted that show-up reporting times are subject to managerial discretion and may be modified to meet special needs such as a special event or inclement weather.

8. Show ups are to be integrated into the Work Sheet in the same manner as other types of unscheduled work.

9 If there is a shortage of manpower on either the AM or PM extra boards and there is a surplus of manpower on either board -- then employees are to be shifted from either extra board to fill the work.

The lowest seniority AM employees are to be shifted to the PM extra board if AM employees are needed on the PM board. In this instance, of those shifted, those with the highest AM extra board seniority are to receive the earliest finishing PM jobs

10. If PM employees are used to fill AM work, then the employees with the lowest PM seniority (within the eight hour work parameters) are to be shifted from the bottom of the PM extra board to the bottom of the AM extra board and assigned the latest finishing AM work The employee with the highest seniority from the PM extra board is to receive the earliest finishing AM job among the PM employees who are shifted to the AM board. PM jobs are then to be assigned to the remainder of the PM extra board in the same manner that the AM board receive its assignments -- from the top to the bottom.

11 Overtime is to be equally distributed between agents and trainmen

12. If there are not enough employees available to fill the work from the extra board (including part-time employees), then the Assignment Clerk is to use employees from the Work Book. If there are no available employees from the Work Book, then an employee may be used to work a second piece of work. The existing procedures are to be used to select which employee is used from the Work Book and to work a second piece of work.

If an employee is needed to work on overtime for a "special" classification (e.g. work train conductor), then they are to be assigned that specific piece of work for which no one is available to work from the extra board.

If the Work Book/overtime employee is needed to work in a more general classification (e.g. motorman, switchman, conductor), then the following steps should be taken:

(a) Assign the work to the AM or PM extra board by finishing time. For example, there are twenty (20) pieces of work to be filled and only sixteen (16) extra board employees. The clerk is to assign the jobs to both the AM and PM extra boards and leave open the jobs on the bottom of the Work Sheets. These four (4) open jobs will therefore have the latest finishing times on either the AM or PM extra boards. In this instance, AM and/or PM extra board employees are not to be shifted from one board to the other to fill the work when overtime people are needed. These four (4) open jobs are to be filled from the Work Book.

(b) The first person used from the Work Book is to be assigned the earliest finishing piece of work, when practical. However, eight-hours between job parameters must be adhered to when filling from the Work Book.

(c) Employees working a second piece of work are to be assigned after those used from the Work Book have been assigned, when practical.

(d) Deviations from these steps may be taken with managerial approval if necessary in order to fill the jobs and maintain service.

(e) For multiple terminal routes (i.e. the Blue Line), the picked AM and PM board takes precedence over the terminal the employee picks out of when borrowing. When borrowing is required, the terminal the employee picks out of is subordinate to the AM/PM board selection. For example, an AM extra board employee will be moved between terminals to cover open AM work.

13. All full-time extra board employees are to receive job assignments before part-time employees receive work.

14. Generally, work assignments for part-time employees should not finish ahead of regular employees. However, part-time conductors are to be used on either the AM or PM board before a regular employee is shifted from their picked extra board. This means that it is possible that a PTTC will finish before a regular employee to maintain AM and PM board integrity.

15. The Assignment Clerk will be required to place an absent extra employee back into their seniority position only if that employee returns to duty prior to 1200 hours on the day the assignments are made.

The Assignment Clerk will not redo the Work Sheet assignments if the extra employee returns to work after 1200 hours or in the event a regular employee returns to duty to claim his/her run after 1200 hours.

Therefore, extra employees returning to work after 1200 hours will lose their seniority right to the earliest finishing job. Extra employees who must be reassigned because a regular picked employee returns to work, will also fall under these parameters. However, the clerk is to make an effort to assign both categories of extra employees, work closest to his/her picked extra board preference.

However, if a full-time extra employee signs out of the sick book at 1330 hours and PTTC's have been assigned jobs -- then the PTTC with the earliest finishing time, dependent on whether the run or trick being claimed is AM or PM work, will lose that work assignment in favor of the returning full-time employee, taking care to note that part timers must have equal distribution of hours.

In the event AM extra board employees receive extremely late tricks or runs, successive assignments should be made progressively earlier within the 8-hour time parameter to eventually return the employee to his/her seniority position.

16. The Assignment Clerk is to note on the Daily Assignment Sheets whenever entries/job assignments are made which have been affected by the 1200 hours cut-off time. Also, if a job opens up (or is ordered) after 1200 hours, a similar type of notation is to be made indicating the post-1200 hours entry. For example, "Returned from sick book at 1400 hours" or "Job ordered after 1200 hours - given to show up".

17. If a run or trick opens up after 1200 hours, it should be given to the first available, qualified show-up employee whose hours cover those tricks.

18. If two pieces of work have the same finishing time, then the senior employee is to receive that piece of work with the highest classification he/she is qualified for.

19. Assignment clerks should continue to rotate (or trade) regular employees who pick conductor, into their frozen classifications before going to the Work Book or assigning second pieces of work. This will help maintain the sixty (60) day standard of keeping the employee current in their frozen classification.

In these situations, rotated conductors are placed on either the AM or PM extra boards depending on the starting time of their picked runs. However, they are not to be assigned a job which starts more than three (3) hours before or three (3) hours after the start of their picked conductor run without their consent. Rotated conductors are

to be paid in whatever classification they work. If the Assignment Sheets are posted after the rotated employee's finishing time, then the employee must be notified.

20. Employees requesting schedule consideration or any trade from their picked assignments must do so with a Report To Superintendent which is signed by an elected board member, assistant board member or ranking officer of ATU, Local #308. An asterisk is to be placed next to the extra board employee's name by the Assignment Clerk on the Daily Assignment Sheets reflecting this schedule consideration.

21. Picked employees who are granted requests to work trainmen work, other than what they picked, in order to keep current in a particular classification are to be inserted into the extra board lists according to the three (3) hour before/after time parameters in accordance with Appendix C.

These procedures will be implemented with the Rail Pick effective January 21, 1996 and will continue unless mutually changed by

AMALGAMTED TRANSIT UNION
LOCAL 308

Jerry W. Williams Sr.
President

CHICAGO TRANSIT AUTHORITY

William R. Mc...
Vice President
Rail Service Delivery

AGREEMENT

THIS AGREEMENT, made this 15th day of MARCH, 1996, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union"),

WITNESSES

WHEREAS, the Authority is undertaking a station-cleaning experiment, which consists of using mobile wash trucks to clean rail stations using high pressure hot water and flag under specific circumstances; and

WHEREAS, the Authority wishes to create a primary pool of janitors who are trained and capable of performing this function, and an additional pool of janitors who are qualified to perform the function if needed; and

WHEREAS, the parties contemplate that the janitors and janitor gang leaders will receive a premium when performing the functions;

NOW, THEREFORE, the parties agree as follows:

1. An initial training program will be offered in seniority order to qualified janitors and janitor gang leaders, for the purpose of training those employees in the function of using mobile wash trucks to clean rail stations using high pressure hot water.

2. Of those who successfully complete the program, the first sixteen janitors and janitor leaders in seniority order who commit themselves to picking into the Orange Line, will be considered the primary pool for assignment when the mobile wash trucks are used.

3. In addition to the sixteen employees in the primary pool, a secondary pool will be established of employees who successfully complete the training. They will be selected in seniority order of qualified employees who commit themselves to picking into the Orange Line. The number of employees in the secondary pool will be determined by the Authority.

4. Employees from the primary pool will be assigned to mobile wash trucks when the trucks are in use. The secondary pool will be assigned to the trucks if there are not a sufficient number of employees in the primary pool to perform the function. In the event open, authorized vacancies occur in the primary pool, employees will be advanced in seniority order from the secondary pool to the primary pool.

5. As noted above, employees who wish to participate in either of the initial pools must pick into the Orange Line, because the station-cleaning experiment will be assigned from that line to clean stations system wide.

6. During the period of this experiment, a janitor will receive a premium of one dollar ($1.00) per hour, or fraction thereof, when performing the mobile wash duties; and a janitor gang leader, who is in fact instructing and performing leader duties in a gang performing mobile wash duties, will receive a premium of one dollar and ninety-eight cents ($1.98) per hour, or fraction thereof. It is emphasized that these premiums are only in effect during the period of the experiment. If the experiment is successful and is instituted as a regular procedure, then the issues of whether or not there will be premiums and, if so, the amount of a premium will be a subject of negotiation between the Authority and the Union.

7. This agreement is limited to the instant matter of the initiation of a mobile wash experiment, and the Authority retains the discretion to cease this experiment at any time. Furthermore, this agreement and its terms and conditions shall not be used as a precedent in any present or future discussion, negotiation, grievance, arbitration, action at law or in equity, or in any judicial or administrative forum, except as may be necessary to enforce the provisions hereof.

THIS AGREEMENT is made this 15th day of MARCH, 1996, at Chicago, Illinois.

AMALGAMATED TRANSIT UNION LOCAL 308

Jerry W. Williams Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

William R. Morry
Vice President
Rail Service Delivery

Thomas W. Gerl
Vice President
Human Resources

General Manager
Industrial Relations

Originated by:

James E. Bienvenue
Manager
Contract Administration

JUN-28-1996 16:59

JERRY W. WILLIAMS, SR.
President-Business Agent
Amalgamated Transit Union
Local 308
221 N. LaSalle Street, Suite 1207
Chicago, Illinois 60601
(312) 782-4665

William R. Mooney, Vice President
Chicago Transit Authority
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7366

Share Interest Committee

TO: ALL CONCERN

FROM: JERRY WILLIAMS and WILLIAM MOONEY

SUBJECT: AGENT SUPERVISORS

In a joint effort to distribute overtime on a fair and equitable basis. We find it necessary to establish a Double-Up Book for Agent Supervisors.

Agent Supervisors who wish to work a second piece of work on their schedule work day or schedule day off may do so by entering their name in the section of the workbook designated as double-up.

Agent Supervisors are only to enter their name and badge. No remarks are to be made by the employees (i.e., specified preferences or times of work).

Double up assignments will be assigned to Agent Supervisor by using the same procedures currently in effect for the workbook.

Any deviations should be approved by the GM of the route and Local 308

IN SHARED - INTEREST.

Jerry W. Williams Sr.
JERRY W. WILLIAMS SR.
President/Business Agent
ATU - Local 308

William R. Mooney
WILLIAM R. MOONEY
Vice-President
Rail Service Delivery

/d.i

AGREEMENT

THIS AGREEMENT, made the 23rd day of July, 1996, by and between the Chicago Transit Authority ("The Authority") and Local 308, Amalgamated Transit Union ("The Union").

NOW, THEREFORE, the parties agree as follows:

A DOUBLE-UP book will be available at all terminals for trainmen and agents. Employees who wish to work a second piece of work on their scheduled day of work or on their scheduled day off are to enter their names in this book.

There will be a separate DOUBLE-UP book for trainmen and agents at each location.

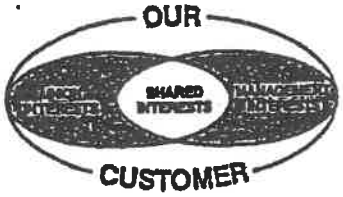
Employees are *only* to enter their name, badge number and frozen classification in the DOUBLE-UP book. No other remarks are to be made by the employee (ie. employees are not to specify preferences of types or times of work).

Employees who do specify preference of types or times of work will be given an assignment regardless of their preferences and will be responsible for reporting for same.

DOUBLE-UP assignments will be assigned to an employee by using the same procedures that are currently in effect for assigning employees work from the WORK BOOK (ie. frozen classification).

THIS AGREEMENT is made the 23rd day of July, 1996, at Chicago, Illinois.

AMALGAMATED TRANSIT UNION	CHICAGO TRANSIT AUTHORITY
Jerry W. Williams Sr.	William R. Mooney
President and Business Agent Local 308	Vice President, Rail Operations



Committee on Shared Interests

TO: ALL MAINTENANCE MANAGERS, REPAIRMEN & SERVICERS

DATE: FEBRUARY 11, 1997

RE: CHANGES IN ADMINISTRATIVE & OPERATING PROCEDURES FOR RED/PURPLE/YELLOW LINES RAIL SHOPS (PILOT PROGRAM)

EFFECTIVE: MARCH 2, 1997

IN AN ATTEMPT TO GAIN CONSISTENCY IN ADMINISTRATIVE PROCEDURES ON BOTH ENDS OF THE RED LINE AND AT LINDEN. THE FOLLOWING PROCEDURES WILL BE IMPLEMENTED AS A PILOT PROGRAM.

A. <u>A REQUESTED DAY OFF (RDO) BOOK WILL BE PUT INTO PLACE.</u>
PERSONNEL MUST ENTER THEIR NAMES IN THE BOOK IN THE PRESENCE OF THE CLERK OR A MANAGER. DAYS OFF WILL BE GIVEN WHEN MANPOWER ALLOWS ON A FIRST COME FIRST SERVED BASIS. UNDER NO CIRCUMSTANCES SHOULD A PERSON BE BY PASSED TO ALLOW A PERSON ENTERED INTO THE BOOK BEHIND THEM THE DAY OFF. NO ONE IS ALLOWED TO ENTER ANOTHER PERSONS NAME INTO THE BOOK.

B. <u>A WORK BOOK WILL BE PUT INTO PLACE</u>
PERSONNEL MUST ENTER THEIR NAMES INTO THE BOOK IN THE PRESENCE OF THE CLERK OR A MANAGER. PERSONNEL MUST NOT PLACE THEIR NAMES INTO THE WORK BOOK MORE THAN SEVEN DAYS IN ADVANCE OF THEIR OFF DAY. EXAMPLE: IF A PERSON IS OFF ON MONDAYS HE/SHE MAY ENTER THEIR NAME INTO THE WORK BOOK AT 0001 HOURS THE MONDAY MORNING PREVIOUS TO THE DAY WORK IS REQUESTED. NO ONE IS ALLOWED TO ENTER ANOTHER PERSONS NAME INTO THE BOOK. OVERTIME WILL BE ASSIGNED BY THE UNION STEWARD ACCORDING TO ESTABLISHED GUIDELINES, AFTER BEING NOTIFIED BY THE MANAGER OF THE NEED.

C. A SICK BOOK WILL BE PUT INTO PLACE

PERSONNEL MAY CALL BY TELEPHONE TO ENTER THE SICK BOOK OR SIGN INTO IT IN PERSON. EMPLOYEES MUST EXIT THE SICK BOOK IN PERSON BY SIGNING OUT IN THE PRESENCE OF A MANAGER, AFTER FOLLOWING ALL APPLICABLE RULES AND REGULATIONS, REGARDING SICKNESSES OR INJURIES. NOTE: SICK BOOK IS ALREADY IN PLACE AT 98th AND HOWARD.

D. QUALITY CONTROL INSPECTIONS

WHENEVER THE QUALITY CONTROL SECTION PERFORMS ANY TYPE OF INSPECTION THE UNION STEWARD WILL BE ALLOWED TO WITNESS OR PARTICIPATE IN INSPECTIONS. IF THEY OBSERVE ANYTHING, THEY CONSIDER INAPPROPRIATE THEY SHOULD NOTIFY THE MANAGER. THE MANAGER MUST ATTEMPT TO RESOLVE THE ISSUE.

E. MAJOR ISSUES/INCIDENTS

WHENEVER THERE ARE ISSUES/INCIDENTS THAT CAN BE CONSIDERED MAJOR THE UNION STEWARD SHOULD BE NOTIFIED WHENEVER POSSIBLE. WHEN CIRCUMSTANCES PERMIT THEY SHOULD ALSO BE INVOLVED IN THEIR RESOLUTION TO THE EXTENT THAT IT DOES NOT COMPROMISE MANAGERIAL INTEGRITY. THIS DOES NOT MEAN THAT YOU MUST ALLOW AN EMPLOYEE TO CONFER WITH A UNION REPRESENTATIVE BEFORE YOU GET A REPORT. EXAMPLE:

1. IF A PERSON CANNOT BE LOCATED-HAVE THE UNION STEWARD ACCOMPANY YOU WHENEVER POSSIBLE.

2. DIRTY CAR COMPLAINTS-HAVE THE UNION STEWARD INSPECT THE CARS WITH YOU WHENEVER POSSIBLE.

3. POOR WORK PERFORMANCE-ALLOW THE UNION STEWARD TO OBSERVE INSTANCES OF POOR WORK PERFORMANCE BEFORE CORRECTIONS ARE MADE WHENEVER POSSIBLE.

4. UNION PERSONNEL MUST NOT BE ALLOWED TO HOLD IMPROMPTU MEETINGS WITHOUT THE EXPRESSED PERMISSION OF THE GENERAL MANAGER OR SHOP MANAGEMENT. WHENEVER MEETINGS ARE ALLOWED THEY MUST BE LIMITED TO TWENTY MINUTES AND HELD DURING EMPLOYEE BREAK OR FINISHING TIMES

F. **DISCIPLINE GUIDELINES**

ADHERENCE TO THE DISCIPLINE GUIDELINES IS MANDATORY WHEN AN EMPLOYEE IS CHARGEABLE FOR AN OFFENSE. HOWEVER, ALL MANAGERS STILL HAVE THE RIGHT TO CHARGE OR NOT CHARGE AN EMPLOYEE BASED ON THE CIRCUMSTANCES SURROUNDING AN INDIVIDUAL EVENT. HOWEVER, YOU SHOULD BE AWARE THAT SOMETIMES YOU MAY HAVE TO DEFEND OR EXPLAIN YOUR DECISION.

G. **DEDICATED DISCIPLINE DAYS**

TUESDAYS FROM 0900 TO 1730 HOURS WILL BECOME DEDICATED DISCIPLINE DAYS. THIS MEANS THAT WHEN A RULE INFRACTION OCCURS THAT DOESN'T REQUIRE IMMEDIATE SUSPENSION OR REMOVAL FROM SERVICE AN EMPLOYEE WILL BE ALLOWED TO MAKE AN APPOINTMENT TO SEE A MANAGER WITH UNION REPRESENTATION ON DISCIPLINE DAY. MANAGERS STILL HAVE THE OPTION OF INTERVIEWING AN EMPLOYEE AT HIS/HER OR THE UNION'S REQUEST IF THEIR DUTIES AND TIME PERMITS. HOWEVER, THIS ACCOMMODATION WILL NOT BE MADE ON DEMAND.

JERRY WILLIAMS, PRESIDENT
AMALGAMATED TRANSIT UNION
LOCAL 308

WILLIAM J. NICHOLS
GENERAL MANAGER,
RED/PURPLE/YELLOW LINES

AGREEMENT

THIS AGREEMENT, made this 11th day of April, 1997, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union"),

WITNESSES:

WHEREAS, the parties wish to establish a methodology by which qualified Trackmen, Car Repairers, Car Servicers and Janitors can receive a premium when performing certain limited tasks beyond those contained in their job description in the absence of a Yardmaster, Maintenance Manager, Janitor Coordinator or under other special circumstances; and

WHEREAS, the parties intend that any agreement on this subject shall be limited to the instant matter and not be used as a precedent in any present or future controversy between the parties;

NOW, THEREFORE, the parties agree as follows:

1. The position of Yard Leader will be established in the Rail Service Delivery area, for the purpose of performing specified tasks in the absence of a Yardmaster or in other special circumstances. A draft of a Yard Leader job description is attached hereto and incorporated by reference herein. The parties recognize that this description is a draft and will be revised. At such time as a final version of the job description is approved by the parties, that final version will replace the draft attached hereto and shall be incorporated by reference into this agreement.

2. The position of Shop Leader will be established in the Rail Service Delivery area, for the purpose of performing specified tasks in the absence of a Maintenance Manager or in other special circumstances. A draft of the Shop Leader job description is attached hereto and incorporated by reference herein. The parties recognized that this description is a draft and will be revised. At such time as a final version of the job description is approved by the parties, that final version will replace the draft attached hereto and shall be incorporated by reference herein.

3. The position of Servicer Leader will be established in the Rail Service Delivery area, for the purpose of performing specific tasks in the absence of a Maintenance Manager or in other special circumstances. A draft of a Servicer Leader job description is attached hereto and incorporated by reference herein. At such time as a final version of the job description is approved by the parties, that final version will replace the draft attached hereto and shall be incorporated by reference herein.

4. The position of Janitor Leader will be established in the Rail Service Delivery area, for the purpose of performing specific tasks in the absence of a Janitor Coordinator or in other special circumstances. A draft of a Janitor Leader job description is attached hereto and incorporated by reference herein. At such time as a final version of the job description is approved by the parties, that final version will replace the draft attached hereto and shall be incorporated by reference herein.

5. A Switchman, Repairer, Servicer or Janitor qualified and dual rated as a Leader will receive a premium of $1.00 per hour for all hours he or she is assigned by Management to perform the duties of Leader, and is actually performing those duties.

6. To qualify as a Yard Leader, a Shop Leader, a Service Leader or a Janitor Leader, an employee must satisfy all of the position requirements set forth in the attached job descriptions. Once qualified, the employee will be dual rated as a leader. The number of leaders to be qualified and dual rated is within the discretion of Management. If a candidate for a leader position is otherwise acceptable, he or she must satisfy any training and/or qualification requirements on his or her own time and without pay.

7. On picks, a number of positions may, in the discretion of the Authority, be designated as "Switchman/Yard Leader", "Repairer/Yard Leader", Servicer/Servicer Leader" or "Janitor/Janitor Leader". A qualified employee who picks such a position will be utilized to perform the specific tasks of leader on specific occasions authorized by management. In the absence of the designated leader, the most senior employee who has qualified and is dual-rated as a leader will perform the leader functions if directed to do so by Management.

8. It is specifically acknowledged that all Leaders and certain Repairers and Servicers will be required to work swing shifts when ordered to do so by the Authority. These Repairer and Servicer positions will be identified on the pick. Employee working these swing shifts will be covered by Article 4.1, Night Premium, of the parties' Wage and Working Conditions Agreement.

9. This agreement is limited to the instant matter of the creation of Yard Leader, Shop Leader, Service Leader and Janitor Leader positions, and shall not be used as a precedent in any discussion, negotiation or arbitration, or judicial or administrative action in any forum whatsoever.

THIS AGREEMENT is made this 11th day of April, 1997, at Chicago, Illinois.

AMALGAMATED TRANSIT UNION
LOCAL 308

President and Business Agent

CHICAGO TRANSIT AUTHORITY

William R. Mooney
Vice-President
Rail Service Delivery

Vice-President
Human Resources

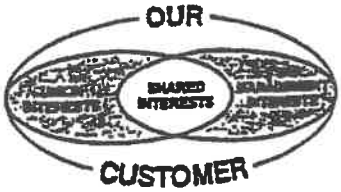
General Manager
Industrial Relations

Louis C. Lanford
Senior Vice President
Operations

Originated by:

Manager
Contract Administration

JEB/ab



Committee on Shared Interests

YARD LEADER JOB DESCRIPTION

Will perform in the capacity of Yard Leader in the Yardmaster's absence or other special circumstances. To perform in this capacity, the candidate must be proficient in the following areas:

- Yard track and shop track layouts and capacities
- Documentation of all yard moves
- Setting yard for succeeding shifts
- Power sectionalizing switch locations and use
- Procedures for calling in cars
- Reading and understanding a Supervisors Guide
- Balancing service needs with those of maintenance and rail car service requirements including car balancing with other yards
- Receiving and giving car counts
- Sleet fighting procedures and equipment
- Operation of long and short range radios
- Filling open/emergency work if manager is unavailable
- Competently directing switchmen in the performance of all of the duties above
- Restoration of service techniques with the assistance of Rail Controller and Manager
- Operation of revenue and non revenue equipment on the route
- Work in harmony with Maintenance Managers, Transportation Managers and other Yardmasters

Position Requirements

- Must currently be a switchman with three (3) years of service in that capacity
- Must have a working knowledge of the yard leader classification after training
- Must pass all test designed to demonstrate skills required for the yard leader position
- Must possess a suitable temperament for establishing and maintaining amiable relations with various levels of Authority personnel

JANITOR LEADER JOB DESCRIPTION

Will perform in the capacity of a Janitor Leader in the absence of the Janitor Coordinator or other special circumstances. To perform in this capacity, the candidate must be proficient in the following areas:

- Planning and layouts of work to be performed daily, weekly, monthly
- Documentation of work performed/completed
- Procedures for station cleaning, snow removal, supply ordering and inventory
- Reading and understanding rules and safety guidelines
- Operation of long and short range radios
- competently directing Janitors in the performance of their duties while practicing basic supervisory skills
- working in harmony with Route and other Supervisory Personnel and Janitors

Position Requirements

- Must currently be a Janitor with three (3) years of service in that capacity
- Must have worked at least two hundred days (200) days within the last twelve months
- Must have a working knowledge of the Janitor Coordinator position
- Must pass all tests designed to demonstrate skills required for the Janitor Leader position
- Must have demonstrated skills in Janitorial techniques
- Must write and express oneself in a clear, logical and comprehensive manner
- Must possess a suitable temperament for establishing and maintaining amiable relations with various levels of Authority Personnel
- Must possess a thorough knowledge of all procedures pertaining to the cleaning of rail stations, snow removal, ordering and inventory of supplies
- Must meet all other prerequisites of promotion criteria

D R A F T

SHOP LEADER JOB DESCRIPTION

Will perform in the capacity of Shop Leader in the Maintenance Manager's absence or other special circumstances. To perform in this capacity, the candidate must be proficient in the following areas:

- Yard track and shop track layouts and capacities
- Documentation of shop work and computer use as required
- Setting shop for succeeding shifts
- Responding to route delays
- Procedures for calling in cars
- Reading and understanding rules and safety guidelines
- Receiving and giving car counts
- Sleet fighting procedures and equipment
- Operation of long and short range radios
- Filling open/emergency work if manager is unavailable
- Competently directing repairmen and servicers in the performance of all of the duties above while practicing basic supervisory techniques and skills
- Work in harmony with Maintenance Managers, Transportation Managers and Yardmasters

Position Requirements

- Must currently be a repairman with three (3) years of service in that capacity
- Must have worked at least two hundred (200) days within the last twelve (12) months
- Must have a working knowledge of the Maintenance Manager position
- Must pass all test designed to demonstrate skills required for the Shop Leader position
- Must have exhibited experience in troubleshooting and rail equipment inspection techniques
- Must write and express oneself in a clear, logical and comprehensive manner
- Must possess a suitable temperament for establishing and maintaining amiable relations with various levels of Authority personnel

DRAFT

SERVICER LEADER JOB DESCRIPTION

Will perform in the capacity of Servicer Leader in the Maintenance Manager's absence or other special circumstances. To perform in this capacity, the candidate must be proficient in the following areas:

- Yard track and shop track layouts and capacities
- Documentation of shop work and computer use as required
- Procedures for calling in cars
- Reading and understanding rules and safety guidelines
- Sleet fighting procedures and equipment
- Operation of long and short range radios
- Competently directing servicers in the performance of all of the duties above while practicing basic supervisory techniques and skills
- Work in harmony with Maintenance Managers, Transportation Managers and Yardmasters

Position Requirements

- Must currently be a Servicer with three (3) years of service in that capacity
- Must have worked at least two hundred (200) days within the last twelve (12) months
- Must have a working knowledge of the Maintenance Manager position
- Must pass all test designed to demonstrate skills required for the Servicer Leader position
- Must have exhibited experience in car servicing techniques
- Must write and express oneself in a clear, logical and comprehensive manner
- Must possess a suitable temperament for establishing and maintaining amiable relations with various levels of Authority personnel
- Must possess a thorough knowledge of all procedures relevant to the cleaning of rail vehicles

/srverlde

AGREEMENT

THIS AGREEMENT, made this 11th day of December, 1995, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union").

WITNESSES:

WHEREAS, the parties are signatories to an agreement dated February 20, 1990, which sets forth Scheduled Day Off Work Book Procedures for Rail Clerks and which includes a provision setting forth the procedure under which pool clerks may be used to fill clerk jobs on a day-to-day basis; and

WHEREAS, this provision concerning use of pool clerks to fill clerk jobs on a day-to-day basis was revised by Arbitrator James Healy in an interest arbitration dated March 4, 1991; and

Whereas, the parties wish to revise the above referenced provision and to resolve any and all outstanding grievances arising out of the application of the existing provision, in a manner that serves the interests of both parties without creating a precedent for any future matter whatsoever;

NOW, THEREFORE, the parties agree as follows:

1. The agreement of February 20, 1990, entitled "Scheduled Day Off Work Book Procedures for Rail Clerks" is revised as follows:

   The second paragraph under the heading "Pool Clerks" on page two of the agreement is eliminated and in substitution therefor the following paragraph is added:

   "Clerk jobs may be filled by pool clerks in an emergency anytime. Pool clerks will fill clerk jobs on a day-to-day basis to minimize clerk overtime. However, this will not be done if: overtime would be paid to the assigned pool clerk; or overtime would be paid to fill the regular assignment which the pool clerk would have otherwise worked, assuming such pool clerk has picked a regular run or trick; or, if the pool clerk is an extra board employee, overtime is scheduled to be paid in any classification the pool clerk holds."

2. The "Scheduled Day Off Work Book Procedure for Rail Clerks" agreement, revised to substitute the above paragraph, is attached hereto and incorporated by reference herein.

3. Any and all outstanding grievances filed arising out of the application of the provision in question before the revision set forth above in paragraph one are resolved as follows: the individual grievants will receive eight hours pay at their straight time rate in settlement of any and all grievances filed by them concerning this instant matter; i.e., each individual grievant will receive eight hours pay in complete settlement of each individual grievance filed by him or her.

4. The parties agree that the following list includes all grievants referred to in paragraph three, above, and that no other grievance on the pre-existing provision in question will be allowed, presented or advanced in the grievance procedure, or arbitrated.

Grievant	Grievance No.(s)	Employee I.D	Area
Young, Glenetta	0695-33 0695-32 0595-14	09450	391
Ell, Cynthia	0395-22 0695-31	15860	392
Davis, Cora	0395-41	23552	392
Buford, Debra	0495-01	13819	153
Moore, Ruth	0295-22 1194-42	02113	394
Washington, Rayford	1294-39 1294-12	01376	392
Lofton, Rosie	1094-22 1094-21	13414	153
Stinnett, Lynder	1294-11 1294-10 0994-14 1094-12	01544	394
Roundtree, Jerry	0695-11	16182	394
Jackson, Robert	0695-12	16268	392

5. This agreement is specifically limited to the instant matters of revision of the Scheduled Day Off Work Book Procedures for Rail Clerks Agreement and settlement of grievances arising from the pre-existing Agreement, and shall not be used as a precedent in any future discussions, negotiations, arbitrations or any legal or administrative forum, except as may be necessary to enforce the provisions hereof.

TERMINAL PROCEDURES (RAIL)
SCHEDULED DAY OFF WORK BOOK PROCEDURE FOR RAIL CLERKS
EFFECTIVE DECEMBER 1, 1989
(Revised 12/11/95)

1. The clerk's name and I.D. number must be recorded in ink in the work book on the page bearing the date of his or her scheduled day off.

2. The work book is maintained by the chief clerk of each section. Clerks may enter the work book as follows:

   (a) In person, in the presence of the chief clerk who will initial the entry and note the time.

   (b) By telephone, to the chief clerk who will make the entry indicating "telephone request," showing date and time and initial the entry.

   (c) By memo, to the chief clerk who will make the entry, indicating "written request," showing date received and time and initial the entry.

4. Any changes made by the clerk must be in ink and made in the presence of a manager or the chief clerk who will initial any changes. Unauthorized changes will not be honored.

5. Dates in the work book are opened seven days in advance at 0001 hours each day. For example, on a Monday, for the following Monday.

6. Clerks will be assigned work in the order in which their names appear in the book. However, no clerk will be assigned a second day's work in a pay period unless all other clerks requesting work have received at least one day's work in the same pay period for the pay period in question. Overtime worked on normal work day will not be used to compute day off overtime.

7. Clerks who have signed the work book must contact the chief clerk to determine if they have been assigned work the day before the work day requested, between 1500 and 1630 hours.

   (a) Clerks who fail to call before 1630 hours to determine if they have received an assignment are subject to disciplinary action, in the event of a missed assignment.

   (b) Clerks who have received their assignment and fail to report for work are subject to disciplinary action.

8. If the work book is exhausted, the chief clerk will attempt to locate pool clerks within the section who wish to work overtime. If none are willing, pool clerks of the other sections maybe solicited for manpower.

9. Clerks that are forced off, (F.O.), on a holiday, that place their names in the work book are to be assigned work only after all regularly scheduled day off personnel have been assigned, regardless of the equal overtime provision. The reasoning here is that personnel forced off will already be paid for the day and will also have their regularly scheduled off days to acquire overtime. Personnel that are forced off will be used before other personnel will be allowed to double-up (two pieces of work on the same day).

POOL CLERKS

Pool clerks will be used to fill all open work on a weekly basis, whenever there is a job available, at the time the assignments are made for the upcoming weeks.

Clerk jobs may be filled by pool clerks in an emergency anytime. Pool clerks will fill clerk jobs on a day-to-day basis to minimize clerk overtime. However, this will not be done if: overtime would be paid to the assigned pool clerk; or overtime would be paid to fill the regular assignment which the pool clerk would have otherwise worked, assuming such pool clerk has picked a regular run or trick, or, if the pool clerk is an extra board employee, overtime is scheduled to be paid in any classification the pool clerk holds.

The aforementioned paragraph states in essence that a regular clerk's opportunity for overtime shall not be preempted if overtime must be paid for the trick.

Managers must exercise great care in applying these guidelines when covering open work. Whenever these guidelines are not adhered to, a notation must be made on the clerks schedule explaining why.

The chief clerk is the sole keeper of the work book. In the event that he/she is unavailable, the manager must be advised of the request.

This agreement is made in Chicago, Illinois, on December 11, 1995 by;

AMALGAMATED TRANSIT UNION
LOCAL 308

James W. Williams Sr.
President

CHICAGO TRANSIT AUTHORITY

William R. Mooney
Vice-President
Rail Service Delivery

Thomas M. Gad
Vice-President
Human Resources

General Manager,
Industrial Relations

AGREEMENT

THIS AGREEMENT, made this 24 day of January, 1998, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union").

WITNESSES:

WHEREAS, the Authority wishes to transfer the duties of right-of-way cleaning from Trackman to Janitors; and

WHEREAS, the Union seeks to establish a procedure for selecting janitors to perform these duties and a premium for those janitors performing such duties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. At the time of the next pick for janitors, certain responsibilities as outlined below for right-of-way cleaning will be transferred from the Track Maintenance Department to the Rail System Janitor Maintenance Department.

2. On Section Pick sheets, the right-of-way janitor gang will be listed as a separate entity, to be picked in seniority order, provided the janitors so choosing are physically capable of performing the right-of-way work and have completed the necessary related training. Physical capability includes, but is not limited to strength necessary to lift, carry, push and pull 100 pounds. It is contemplated that the gang will consist of approximately seven janitors.

3. Janitor picking into the right-of-way gang will receive a premium of fifty cents ($.50) per hour for all hours worked during that pick period, whether the work is on the right-of-way or not.

4. The responsibilities of the right-of-way janitors will include the following:

   1. The removal of debris and refuse from the track roadbed, right-of-way, subway tunnels and foot-walks. These individuals would be responsible for cleaning the platform areas as well as the right-of-way between stations.

   2. The removal of dirt and grime from the subway walls.

   3. Other duties as assigned, including the duties required of the rapid transit janitor when not specifically working on right-of-way cleaning.

5. Additional janitors, in a number to be determined by the Authority, will be offered, in seniority order, the opportunity to be placed in a right-of-way janitor, pool, provided they are physically capable of performing the work. In the discretion of the Authority, pool janitors may be taken from their regular tricks to cover right-of-way janitor assignments before other janitors are used on overtime. The Authority will attempt to utilize pool janitors in a rotating seniority

order and will attempt to balance right-of-way work among all pool janitors, provided such assignments do not require utilizing a janitor on overtime over a janitor at straight time. Pool janitors will be dual-rated as right-of-way janitors and will receive the fifty cents ($.50) premium for all hours worked when assigned to work as a right-of-way janitor.

6. All janitors picking the right-of-way janitor gang or joining the pool will be required to successfully complete training required by the Authority, including but not limited to track safety training, and all such janitors will be required to qualify as flaggers. Failure to do so will disqualify such janitors from being retained in the right-of-way gang or pool. The initial training opportunity for a right-of-way or pool janitor will be on paid company time. If such a janitor fails the training and qualification criteria, any future opportunity, if given, will require that the janitor train on his or her own unpaid time.

7. Upon establishment of the right-of-way gang, it will be assigned to work system wide. Prior to any subsequent section pick, the parties will meet to discuss whether the gang may be divided into section gangs, and further discuss whether the right-of-way assignments are productive.

8. This Agreement is limited to the instant matter and shall not be used as a precedent for any present or future issue between the parties.

THIS AGREEMENT is made this 24th day of January, 1998.

AMALGAMATED TRANSIT UNION LOCAL 308

President and Business Agent

CHICAGO TRANSIT AUTHORITY

Senior Vice President
Engineering and Maintenance

General Manager
Rail Customer Facilities Maintenance

Vice President
Human Resources

General Manager, Industrial Relations

No. 24: Pool Roadmaster

AGREEMENT

THIS AGREEMENT, made this 12th day of January, 1999, by and between the Chicago Transit Authority ("the CTA") and Local 308, Amalgamated Transit Union ("the Union"),

WITNESSES:

WHEREAS, the parties wish to establish a methodology by which qualified Trackmen will receive a premium if they are assigned by management to substantially perform the duties of Roadmasters in the absence of a Roadmaster or under other special circumstances; and

WHEREAS, the parties intend that any agreement on this subject shall be limited to the instant matter and not be used as a precedent in any present or future controversy between the parties; and, further, the agreement shall be limited to establishment of a pilot program which may be discontinued by either party under circumstances described below;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this agreement, and of the mutual promises exchanged below, the parties agree as follows:

1. The parties agree to the establishment of the category of Pool Roadmaster in the CTA's Track Maintenance Department, as an element of the pilot program hereinafter set forth.

2. In the absence of a Roadmaster or under other special circumstances and only as directed by CTA management, a Pool Roadmaster will assume the following individual responsibilities or combination thereof:

a. Supervision of a track construction, system maintenance or section maintenance crew assigned to perform renewals, repairs, deliveries and/or pickups on open deck elevated structures, ballasted track and in subway tunnels;

b. Transmission of the direction of management to a track crew renewing and/or repairing track components or other track work;

c. Monitoring of the safety and efficiency of track crew employees and reporting to management any impediments or other factors affecting safety and efficiency; included in such monitoring is adherence of the track crew to established rules, policies, procedure and the orders of management;

d. Procurement of required materials and supplies;

e. Other duties as assigned.

3. In order to qualify to be dual-rated for the Pool Roadmaster premium set forth in paragraph four, below, an employee must currently be a Trackman, with three years experience as a Trackman; must have the skills necessary to write and express himself or herself in a clear, logical and comprehensive manner; must have a suitable temperament for interacting with various levels of CTA personnel; and must have successfully completed and been qualified through the Management Institute's Road Master class, as well as successful completion of other training and examinations required by the CTA.

4. A Trackman qualified and dual-rated as a Pool Roadmaster will receive a premium of one dollar ($1.00) per hour for each hour he or she is assigned by CTA management to substantially perform the duties enumerated in paragraph two, above, in the absence of a Roadmaster or under special circumstances, and is actually performing such duties.

5. It is the intention of this agreement to provide a premium to Pool Roadmasters when, at the direction of CTA management, they are in fact and to a substantial degree replacing an absent Roadmaster or performing Roadmaster duties in special circumstances. Therefore, the totality of an assignment will determine whether the premium is to be paid, not just the performance of a function identified in paragraph two.

6. The number of Pool Roadmasters to be qualified and dual-rated is within the discretion of the CTA.

7. The parties specifically agree that the Pool Roadmaster pilot program set forth above will continue until December 31, 1999, at which time either party can repudiate the agreement upon thirty days advance notice to the other party. In the absence of such repudiation, this agreement and the program set forth herein shall continue in full force and effect thereafter, unless modified, revised or rescinded by mutual agreement of the parties.

8. This agreement is the sole agreement on the subject matter hereof and is limited to this subject matter, the establishment of a Pool Roadmaster designation and premium. This agreement shall not be used as a precedent in any present or future issue or controversy between the parties, nor in any discussion, negotiation, grievance, arbitration, mediation, complaint, hearing, or action at law or in equity, nor in any judicial, administrative or legislative forum.

THIS AGREEMENT is made on the date hereof at Chicago, Illinois.

AMALGAMATED TRANSIT UNION
LOCAL 308

President and Business Manager

CHICAGO TRANSIT AUTHORITY

Executive Vice-President
Customer Service
Facilities & Development

Vice-President
Facilities Maintenance

Vice-President
Employee Services

General Manager
Industrial Relations

General Manager
Power and Way Maintenance

Originated by:

Contract Administration
Industrial Relations

AGREEMENT

THIS AGREEMENT, made this 10th day of February, 1998, by and between the Chicago Transit Authority ("the Authority") and Local 308, Amalgamated Transit Union ("the Union").

WITNESSES:

WHEREAS, the Authority has implemented new computerized inventory control systems, which require employees with training and experience in the operation of such systems; and

WHEREAS, both the Union and the Authority wish to protect the interests of present employees and provide opportunities for placement and advancement in the materials management discipline; and

WHEREAS, the parties reached an agreement on such matters on November 14, 1994; and

WHEREAS, the parties wish to update that agreement to reflect current understandings;

NOW, THEREFORE, the parties agree as follows:

1. All Union-represented employees within the Rail Stockroom Operations, Rail Operations Support, and Rail Unit Exchange areas will retain their present titles and grades, unless they elect to take advantage of promotional opportunities hereinafter presented, assuming they maintain present standards of performance.

2. A family of jobs will be created within the aforementioned areas, with positions established as follows:

Material Handler I	Grade 3
Material Handler II	Grade 4
Unit Exchange Clerk I	Grade 5
Stockroom Clerk I	Grade 5
Stockroom Clerk II	Grade 6
Unit Exchange Clerk II	Grade 6
Shipping Clerk	Grade 7
Senior Stockroom Clerk	Grade 7
Material Coordinator I	Grade 7
Stockroom Coordinator (see paragraph 4)	Grade 8
Material Coordinator II	Grade 8
Senior Material Coordinator	Grade 9

3. The position of Stockroom Coordinator, Grade 8, is proposed but not yet approved, and nothing herein requires its establishment or staffing.

4. The entry level position in the family of jobs is the position of Material Handler I, Grade 3. These jobs will be posted in accordance with normal personnel practices with preference given to full-time permanent employees represented by the Union.

5. Training will be made available to all Material Handlers I, Grade 3, and all will be required to successfully complete such training, preparing them for the position of Material Handler II, Grade 4, to which position they will be promoted on the first full pay period following their six-month anniversary of appointment to the position of Material Handler I, Grade 3.

6. Training will be offered to all employees within the family of jobs positions, to allow them to qualify for higher graded positions. Employees will not be required to take or successfully complete such training, but, if they do not, they will not be considered qualified for promotion to higher graded positions within this family.

7(a) If an approved vacancy is created in any of the family-of-jobs positions above Material Handler I, Grade 3, such vacancy will be offered, by means of polling in family seniority order, to all qualified employees in positions within the family of jobs. This will allow employees in higher or equal graded positions to move into the vacancy, if they should so choose.

7(b) The "family seniority order" referred to in 7(a), above, for Union-represented employees in the Rail Stockroom Operations, Rail Operations Support and Rail Unit Exchange areas as of November 14, 1994, is established by the seniority list attached hereto and incorporated by reference herein as Exhibit A. Seniority of Union-represented employees entering the areas after the date of this Agreement will be determined by the date they entered the family.

7(c) If a vacancy is not filled voluntarily by the polling method referred to in paragraph 7(a), above, the least senior qualified employee within the family will be required to fill the vacancy.

8. As an exception to the above paragraph 7, employees in the position of Material Coordinator I, Grade 7, will be eligible for consideration for upgrading to Material Coordinator II, Grade 8, after a minimum of one year of successful service at

the Grade 7 level; and an employee in the position of Material Coordinator II, Grade 8, will be eligible for consideration for upgrading to Senior Material Coordinator, Grade 9, after a minimum of two years successful service at the Grade 8 level. The decision to upgrade remains within management's discretion.

9. As further exceptions to the above paragraph 8;

a) an employee cannot be placed in a Unit Exchange Clerk II position unless he or she has previous satisfactory service as a Unit Exchange Clerk I.

b) an employee cannot be placed in the Senior Stockroom Clerk position unless he or she has previous satisfactory service as either or both a Stockroom Room Clerk I or Stockroom Room Clerk II.

10. This agreement is limited to the instant issue of material handling staffing and shall not be used as a precedent in any future discussions, negotiations, arbitrations or in any legal or administrative forums, except as may be necessary to enforce the provisions hereof.

This AGREEMENT is made the 10th day of February, 199~~8~~9, at Chicago, Illinois, by the authorized representative of the parties.

AMALGAMATED TRANSIT UNION
LOCAL 308

Jerry W. Williams Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

John Trostle
Vice-President
Purchasing and Warehousing

Robert M. Sievert
General Manager
Industrial Relations

Richard Bay
General Manager
Warehouse Operations

Vice-President
Employee Services

JEB/ab

DATE 11 FEB 99 12:43:37 RID 1137D 16 NOV 95 DJP D000326
Job Descriptions: 5721

JOB HD.	JOB TITLE	AUTH LEVEL	UNION AFFIL	DATE EST YYYYMMDD	REV YYYYMMDD
5721	STOCKROOM CLERK II	G06	0308	940318	

5721 STOCKROOM CLERK II
DEPT: MATERIALS MANAGEMENT/STOCKROOM OPERATIONS
LOCATION: RAIL SHOP STOCKROOMS - VARIOUS AS ASSIGNED
REPORTS TO: MANAGER RAIL STOCKROOMS
ANALYST: S NOETZEL
APPROVED: DATE APPROVED:

BASIC FUNCTION:

Orders, inspects and transports inventory material.

PRIMARY DUTIES AND RESPONSIBILITIES:

Inspects incoming materials to verify descriptions and quantities against available records.

Notify warehouse if discrepancies arise or if material is sub-standard.

Loads and unloads materials from vehicles.

Transports materials throughout maintenance shop, rail yard, other storage areas and between locations at the terminal.

Operates hand trucks, forklifts, cranes, hoists, slings, vans, etc. to move materials.

Enters inventory information into on-line computer system.

Operates other computer equipment to enter, organize and retrieve data.

Access computerized and manual inventory control systems to check stock availability and status and to take appropriate action.

Orders stock, non-stock and stockless materials to meet all terminal requirements.

Creates files for new items to be added to the stockroom location database.

Coordinates activities to be performed by stock clerks at various locations.

Ensures the proper tagging of defective materials.

Meets with various terminal managers to plan and implement ordering and receipt of seasonal or campaign related materials.

Cleans stockroom areas and maintains location according to guidelines.

Contracts appropriate warehouse personnel in the event of emergency material requirements.

Performs the duties of the Senior Stockroom Clerk in their absence.

Performs other duties as assigned.

POSITION REQUISITES:

Required to have a working knowledge of AIT and AP/PO/IM computerized systems.

Must be knowledgeable of material ordering, handling, stocking and issuing procedures common to the industry.

Required to possess the skills necessary to be proficient in performing basic arithmetical computations including fractions, decimals and percentages.

Must possess the skills necessary to operate material handling equipment utilized throughout the systems, e.g., handtrucks, forklifts, cranes, hoists, slings, etc.

Required to possess the skills necessary to understand written and oral instructions and to prepare reports.

Must possess or obtain a valid drivers license for use when driving Class D vehicles.

EDUCATIONAL REQUISITE:

Required to possess a combination of education, training and experience relating to this position.

EXPERIENCE REQUISITE:

Must have Stockroom and warehouse experience working in inventory control.

..... END REPORT .....

No. 26: Career Path Agreement

TO: Distribution List

FROM: James E. Bidwill, Contract Administration

DATE: August 23, 1999

RE: Rail Service Employee Career Path Agreement

Attached is a copy of a fully executed agreement between the Authority and ATU Local 308, concerning the effect on rail service employees of the introduction of the Customer Assistant classification and the discontinuance of the Conductor and Ticket Agent classifications.

Issues treated in this agreement include:

1. New rail service employees will first qualify as Customer Assistants, then as Operators and Flagman, and then as Towermen or Switchmen;

2. No newly hired employee will be allowed to freeze as a Customer Assistant;

3. Appendix C picking provisions are modified, with certain exceptions made for employees who froze as Customer Assistants at times prior to the agreement.

To the extent your cooperation is required, please take the necessary steps to implement this agreement.

James E. Bidwill

JEB/ab
Attachment(s)

Distribution List:
R. Winston
F. Schein ✓
T. Czech
R. Gierut
D. Noone
GAP
W. Mooney
L. Muhr
G. Tapling
D. Bowie
A. Gaughan

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AUG 31 1999
FRED SCHEIN
GENERAL MANAGER
Brown/Green/Orange Elevated Lines

AGREEMENT

THIS AGREEMENT, made this 20th day of July, 1999, by and between the CHICAGO TRANSIT AUTHORITY ("the CTA") and AMALGAMATED TRANSIT UNION LOCAL 308 ("the Union"),

WITNESSES

WHEREAS, the parties wish to resolve issues arising from the introduction of the Customer Assistant classification and the discontinuance of the Conductor and Ticket Agent classifications; and

WHEREAS, such issues include qualifications freezing, picking and extra board assignments; and

WHEREAS, resolution of such issues will benefit rail service employees by offering them a unified career path and the opportunity to qualify as Customer Assistants, will clarify Customer Assistant work assignment procedures, and will increase the efficiency of administering a unified extra board;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, the promises set forth in this agreement and other promises exchanged by the parties, the parties agree as follows:

1. As of the date of this agreement, an employee hired as a rail service employee will be required to qualify as a Customer Assistant when initially hired and then qualify as an Operator and Flagman and thereafter as a Switchman or Towerman.

2. No rail service employee hired after the date of this agreement will be allowed to freeze as a Customer Assistant. Such employee must freeze as an Operator, a Switchman or a Towerman.

3. Rail service employees may pick jobs in their frozen classification or exact the extra list (formerly, the Conductors' List) in accordance with the Appendix 'C' section picking procedure agreed to by the parties, and they may pick Customer Assistant jobs, if qualified, but only after the preference reserved for Customer Assistants set forth in paragraphs 7 and 8, below.

4. Rail service employees may be forced to the extra board or to classifications in which they are qualified in accordance with Appendix 'C' and controls referenced therein, except as may be modified for frozen Customer Assistants in paragraph 9 and 10, below.

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FRED SCHEIK
GENERAL MANAGER
Brown/Green/Orange Elevated Lines

5. The extra list is compiled first by Conductor seniority order and then, if an employee does not have Conductor seniority, by Ticket Agent-Customer Assistant seniority. Qualifications for station platform and subway platform jobs will not be considered relevant for conductor seniority.

6. There will be one consolidated AM/PM extra board based on this seniority order. Extra board employees will pick their AM/PM preference and days off in the above order.

7. Employees on the extra list will be assigned to the extra board if no jobs are available for which they can pick.

8. All extra board employees will be required to work in all of the classifications in which they are qualified, with an exception for "Grandfathered" Customer Assistants, as defined in paragraph 9, below, who will be required to work only Customer Assistant tricks.

9. Rail service employees who were formerly frozen as Ticket Agents or Customer Assistants prior to July 3, 1997, will be "grandfathered", i.e., they will have the first right to pick Customer Assistant jobs before employees frozen in other classifications or unfrozen, based on their Ticket Agent or Customer Assistant seniority; and they will not be required to work in other classifications, whether through picking procedures or extra board assignments.

10. Rail service employees who froze or elect to freeze as Customer Assistants between July 3, 1997 and the date of this agreement will have the right to pick Customer Assistant jobs before employees frozen in other classifications or unfrozen, based on their Customer Assistant seniority. Such employees who pick or are forced to the extra board will be required to work all classifications for which they are qualified.

11. The jobs of terminal courier and the subway platform and station platform positions are to be picked from the extra list. Frozen Customer Assistants may not pick these jobs.

12. "Grandfathered" Customer Assistants who pick Customer Assistant jobs may choose to work in other rail service classifications for which they are qualified, but must remain current and/or certified in such classifications in conformance with the practices in effect at the time.

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...ED SCHEIN
GENERAL MANAGER
...n/Green/Orange Elevated Lines

13. Although "Grandfathered" Customer Assistants on the extra board are not required to accept other than Customer Assistant assignments, they may choose to work in other rail service classifications which they are qualified to perform. However, if a "Grandfathered" Customer Assistant, while on the extra board, elects to work in classifications other than Customer Assistant, he or she will forfeit the "grandfather" right to limit his or her work exclusively to Customer Assistant extra board assignments. The Customer Assistant thereafter, whenever on the extra board for the rest of his or her CTA employment, will be required to work all extra board assignments for which he or she is qualified. The Customer Assistant who chooses to work in other classifications while on the extra board will sign a written waiver, acknowledging his or her choice and understanding of its consequences.

14. If a "Grandfathered" Customer Assistant opts for the extra list when Customer Assistant jobs are still available, he or she will not be allowed to pick a Customer Assistant job from the extra list.

15. Rail service employees who were hired prior to July 3, 1997 and who have frozen as Operators, Switchmen or Towermen will not be required to qualify as Customer Assistants in order to work the extra board. However, if such frozen employees wish, they may apply to be trained as Customer Assistants in conformance with standard procedures for training in elective classifications. Once qualified, they will be required to work as Customer Assistants if so assigned from the extra board.

16. Rail service employees who have frozen in Operator, Switchman or Towerman classifications, but who have picked the Customer Assistant list, will rotate in their frozen classifications under the provisions of Appendix 'C', and, likewise, unfrozen employees will rotate in all classifications for which they are qualified.

17. This agreement shall not be considered nor alleged to be a admission of liability by the CTA for any matter whatsoever. The CTA specifically denies such liability.

18. This agreement and its terms and conditions are limited to the specific subject matter herein and shall not be used in any way as a precedent in any present or future matter between the parties.

THIS AGREEMENT is made this 20th day of July, 1999, at Chicago, Illinois.

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AUG 31 1999

FRED SCHEIN
GENERAL MANAGER
Green/Orange Elevated Lines

AMALGAMATED TRANSIT UNION
LOCAL 308

President and Business Agent

CHICAGO TRANSIT AUTHORITY

Executive Vice-President
Transit Operations

Vice-President
Rail Operations

Vice-President
Employee Services

General Manager (Acting)
Industrial Relations

Written by:

Contract Administration

RECEIVED
AUG 31 1999
FRED SCHEIN
GENERAL MANAGER
Chicago Transit Authority/Chicago Elevated Lines

AGREEMENT

THIS AGREEMENT, made this 5th day of August, 1999, by and between the Chicago Transit Authority ("the CTA") and Amalgamated Transit Union Local 308 ("the Union").

WITNESSES

WHEREAS, the CTA has traditionally trained train service employees as Motor Operators in the order of their entered service date; and

WHEREAS, needs for trained Motor Operators on specific lines and/or sections may require the CTA to train train service employees based upon their seniority within the specific sections where the needs so dictate; and

WHEREAS, the Union wishes to protect the seniority rights of employees within its bargaining unit; and

WHEREAS, the parties, in the interest of cooperative union-management relations, agree that the training needs of the CTA can be satisfied while preserving the seniority rights of transit service employees, in a manner that does not create a precedent for any present or future matter between the parties;

NOW THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, the mutual promises exchanged below and other consideration exchanged by the parties, the parties agree as follows:

1. All employees trained as Motor Operators in order of their section seniority will be placed on all applicable seniority lists in order of their entered service date and their seniority ranking will be determined by integrating their entered service date in chronological order with the entered service dates of all employees on the applicable seniority lists. This ranking will be used for picking sections, jobs and other appropriate working conditions.

2. This agreement is limited to the subject matter hereof and shall not be used as a precedent in any present or future matters between the parties, except as may be necessary to enforce the provisions of this agreement.

THIS AGREEMENT is made on the date hereof, at Chicago, Illinois.

AMALGAMATED TRANSIT UNION
LOCAL 308

President and Business Agent

CHICAGO TRANSIT AUTHORITY

Executive Vice-President
Transit Operations

Vice-President
Rail Operations

Vice-President
Employee Services

General Manager
Industrial Relations

JEB/ls

AGREEMENT No. 28: Motor Blower

THIS AGREEMENT, made this 7th day of October, 1999, by and between the Chicago Transit Authority ("the Authority") and Amalgamated Transit Union, Local 308 ("the Union")

WITNESSES

WHEREAS, the Motor Blower classification, known for record purposes as the Motor Cleaner classification, was established within the Union's bargaining unit in 1976; and

WHEREAS, presently Motor Blower tricks are picked by or assigned to Car Servicers; and

WHEREAS, the parties wish to establish the Motor Blower classification as an entity separate from that of the Car Servicer classification, with employees distinctly classified as Motor Blowers, and with separate picks from those of Car Servicers; and

WHEREAS, the parties wish to accomplish this classification establishment in a manner which protects the Motor Blower function, the Union's bargaining unit jurisdiction, and present and future employees rights, and in a manner which does not set a precedent for any present or future matter between the parties;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, the mutual promises exchanged below and other valuable consideration, the parties agree as follows:

1. The Motor Blower classification is also known as the Motor Cleaner classification, the job description of which is attached hereto and incorporated by reference herein.

2. Prior to the Car Servicer pick next following the execution of this agreement, sixteen Motor Blower positions will be established and Car Servicers will be given, in company seniority order, the opportunity to transfer to the open positions.

3. If any Motor Blower openings remain after the Car Servicers' one-time opportunity, they will be filled by outside hire. Future Motor Blower openings will be filled through normal personnel practices.

4. At the time of the Car Servicer pick next following the execution of this agreement, Motor Blowers will pick, in company seniority order, work locations and corresponding days and hours from a distinct and separate pick list reserved for Motor Blowers. Thereafter, Motor Blowers will pick once a year.

5. Motor Blower at any work location will be under the direction of the location's Maintenance Manager, Car Performance (also known as the Shop Manager).

6. Motor Blowers will be compensated at their current rate of pay, which will be adjusted at the same time and at the proportionate rate of adjustments mandated by the parties' Wage and Working Conditions Agreement.

7. Employees entering the Motor Blower classification must successfully complete five days of paid training.

8. The number of Motor Blower positions at any time is within the discretion of the CTA.

9. This agreement, and its terms and conditions, are limited to the subject matter hereof and shall not be used as a precedent in any other present or future matter between the parties, including but not limited to use in any discussion, negotiation, grievance, arbitration, unfair labor practice charge, hearing, controversy, action at law or in equity nor in any contractual, legal administrative, judicial or other forum, except as may be necessary to enforce the provisions hereof.

This agreement is made on the date hereof at Chicago, Illinois.

AMALGAMATED TRANSIT UNION LOCAL 308

President and Business Agent

CHICAGO TRANSIT AUTHORITY

Executive Vice-President
Transit Operations

William R. Mary

Vice-President
Rail Operations

Vice-President
Employee Services

General Manager
Industrial Relations

JEB/ab

.DATE 13 MAY 94 12:31:24 RID 671E 12 MAY 94 LXW E000330
Job Descriptions: 2289

* JOB *SCHD.	JOB TITLE	AUTH LEVEL	UNION AFFIL	DATE EST YYYYMMDD	DATE REV YYYYMMDD			
2289	MOTOR CLEANER	HRLY	0308	760206	920610	F70	Z	09

.2289 MOTOR CLEANER
*DIVISION: SERV DEL-GROUP: RAIL OPER-DEPT.: RAIL ROUTES-SECTION: MAINTENANCE
*LOCATION: VARIOUS TERMINALS
*REPORTS TO: MANAGER RAIL MAINTENANCE
*ANALYST: T ALEXANDER

BASIC FUNCTION:

Obtains a list of rail cars by number to be cleaned from foreman and prepares rail cars for motor cleaning process.

PRIMARY DUTIES AND RESPONSIBILITIES:	% of Time Rating
Prepares rail car for cleaning by removing covers and opening prescribed motor and compartment doors.	4
Operates controls on the dust recovery system which cleans the rail car motor.	4
Cleans work area at the end of the shift.	3
Cleans various other shop areas, empties and removes trash.	3
Performs the duties of car servicer upon request.	2
Performs related duties as assigned.	2

Ratings
1 Rarely - (1% of the time or less)
2 Occasionally (2% to 15% of the time)
3 Regularly (16% to 40% " " ")
4 Frequently (41% to 100% " " ")

POSITION REQUISITES:

Required to know the prescribed Maintenance Section motor cleaning procedures.

Must have a knowledge of the required safety equipment to be worn for self-protection during the preparation and cleaning of the rail car motor (face respirator, work gloves, helmet, safety glasses, ear plugs).

Required to communicate effectively in oral and written form.

Must perform the physical activities associated with this position and pass a physical examination.

PHYSICAL DEMANDS

POSITION TITLE: MOTOR CLEANER SCHEDULE NO. 2289

DIV./GRP: SER DEL-RAIL OPER DEPT./SECTION: RAIL MTCE-MTCE

FACTORS		RATING	COMMENTS
1. Strength:			
a.	Standing	4	while performing job duties
	Walking	3	to and from within work area,
	Sitting	0	N/A
b.	Lifting	4	rail component covers and other materials up to 100 lbs; filter boxes
	Carrying	4	rail component covers and other materials up to 100 lbs; filter boxes
	Pushing	0	
	Pulling	2	air hose, equipment, covers to train panels
2.	Climbing	4	pit stairs, ladders
	Balancing	2	when crossing pit cat walk,
3.	Stooping	3	while walking under rail car
	Kneeling	3	to reach areas under rail car, removal of interior covers
	Crouching	3	while walking under rail car, removal of under car and side covers
	Crawling	0	
4.	Reaching	4	to open compartments; to screw nuts and bolts;
	Handling	4	equipment, hand tools, sockets, rachets, screw driver, air wrench;
	Fingering	3	replacing covers and compartments; VMT system;
	Feeling	4	replacing covers and compartments; VMT system;
5.	Talking	3	conversing with yardmaster; co-workers; performing team job;
	Hearing	4	P.A. announcements; alarms; rail car horn;
6.	Seeing:		
	Acuity, Near	3	rail cover screws, nuts, bolts; pit stairs, proximity to third rail;
	Acuity, Far	1	moving rail cars
	Color Vision	0	N/A

Ratings:
0 - NOT APPLICABLE
1 - RARELY (1% OF THE TIME OR LESS)
2 - OCCASIONALLY (2% TO 15% OF THE TIME)
3 - REGULARLY (16% TO 40% OF THE TIME)
4 - FREQUENTLY (41% TO 100% OF THE TIME)

ENVIRONMENTAL CONDITIONS

POSITION TITLE: MOTOR CLEANER SCHEDULE NO. 2289

DIV./GRP.: SERV DEL-RAIL OPER DEPT./SECTION: RAIL MTCE-MTCE

FACTORS	RATING	COMMENTS
1. Environment		
Inside 90%		Typical maintenance shop
Outside 10%		working conditions
MUST TOTAL 100%		
2. Extreme Cold	2	temporary-when terminal doors are open
3. Extreme Heat	2	temporary-when terminal doors are open
4. Wet and/or Humid	1	snow melting from rail car;
5. Noise	4	electrical dust recovery system;
Vibration		rail car idling
6. Hazards		
Mechanical	0	
Electrical	4	exposed rail parts and components; batter voltage capacitors;
Burns	3	accidental grounding with 600 volt stin batteries; hot equipment; grid resistors;
Explosives	3	handling trolly shoes (600 volts); when stinging the train in and out
Chemicals	2	graffiti removers
Heights	3	pits; while working inside rail cars;
Other		
7. Atmospheric Conditions		
Fumes	2	automobile exhaust from expressway traf
Odors	2	smell of arced electrical components
Dust	4	from the motor blower system;
Mist	1	wet rail cars
Gases	0	

Ratings:
0 - NOT APPLICABLE (NOT PRESENT IN WORK ENVIRONMENT)
1 - RARELY (1% OF THE TIME OR LESS)
2 - OCCASIONALLY (2% TO 15% OF THE TIME)
3 - REGULARLY (16% TO 40% OF THE TIME)
4 - FREQUENTLY (41% TO 100% OF THE TIME)

..... END REPORT .....

Merchandise Mart
Chicago, Illinois 60654
(312) 664-7200

No. 29: Transfer to Area 605 (*Rail Service Employees*)

October 29, 1999

Jerry Williams
President and Business Agent
Amalgamated Transit Union
Local 308
205West Wacker Drive, Suite 700
Chicago, Illinois 60606

Re: Transfer to Area 605

Dear Jerry:

As you know, as the result of language in Appendix B, the transfer of sick or injured employees to Area 605 can't be effectuated unless a 308-represented employee has been off for six months. This limits the CTA's ability to fill slots.

However, there was a practice going back to at least 1988, under which an employee could be transferred to Area 605 if his or her medical prognosis indicates that the employee won't return to work for at least six months. We would like to resurrect this practice. We will notify you of employees who have been diagnosed to be off the job for at least six months and place the long-term disabled employees in Area 605. To protect the employee who is placed in Area 605 because of his or her prognosis, but in fact becomes ready to return to work before six months and during the then current pick, we guarantee that such an employee will be placed in the exact trick he or she held before Area 605, even if this requires the department to go over budget. If a pick has occurred after the employee was placed in Area 605 but before the expiration of six months, he or she will be placed in a position that most closely approximates the location and hours previously worked.

Very truly yours,

Robert M. Gierut
General Manager
Industrial Relations

RMG:JEB/ab

Cc: R. Winston

AGREEMENT

THIS AGREEMENT, made this 18th day of August, 2000 by and between the CHICAGO TRANSIT AUTHORITY ("the CTA") and AMALGAMATED TRANSIT UNION LOCAL 308 ("the Union");

WITNESSES:

WHEREAS, the CTA has exercised its management prerogative to determine the necessity and/or advisability of Customer Assistant coverage at specific rapid transit stations at specific times, by analysis of passenger traffic patterns; and

WHEREAS, based on such analysis, the CTA has not assigned Customer Assistants to work midnight shifts at certain stations; and

WHEREAS, the CTA has contracted with a private security guard firm to patrol rapid transit stations, including specific stations at times when Customer Assistants are not assigned; and

WHEREAS, the Union has filed Unfair Labor Practices L-CA-98-034, L-CA-01-002, and numerous grievances protesting that such patrolling constitutes subcontracting of Customer Assistant work in violation of Article 2.7 of the CTA-Union Wage and Working Conditions Agreement;

WHEREAS, the parties wish to resolve the controversies raised in the Unfair Labor Practice charges and grievances;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises exchanged in this agreement and other valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. The Union agrees to withdraw Unfair Labor Practices L-CA-98-034 and L-CA-01-002, and any and all grievances protesting that assignment of security guards constitutes a violation of the subcontracting restrictions set forth in Article 2.7 of the CTA-Union Wage and Working Conditions Agreement, and further to refrain from pursuing, advancing or supporting any present or future action of any kind in any contractual, judicial, administrative or other forum concerning the subject matter of this agreement, except as may be necessary to enforce the provisions hereof.

2. In consideration thereof, the CTA agrees to meet with the Union prior to each Combined Rail Operator section pick to review Customer Assistant staffing and/or security guard assignments at each rapid transit station during the station's hours of operation.

a. The Union will be given passenger traffic data provided by the automatic fare collection system and/or other information sources.

b. The CTA will consider providing Customer Assistant coverage at stations at which traffic exceeds 60 entering passengers per half hour over an extended period of time.

c. The CTA will schedule security guard assignments to reduce overlapping hours of coverage with Customer Assistants.

3. This agreement and its terms and conditions are not intended to be and shall not be construed as an admission of liability by the CTA and the CTA specifically denies such liability.

4. This agreement constitutes the exclusive and complete agreement between the parties hereto relating to the subject matter hereof. No amendment of this agreement shall be binding unless in writing and signed by the parties hereto. Additionally, the parties agree and acknowledge that the terms and conditions of this agreement shall apply without exception only to the present matter and shall have no precedential value with respect to other present or future disputes between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the date hereof at Chicago, Illinois.

AMALGAMATED TRANSIT UNION LOCAL 308

President and Business Agent

CHICAGO TRANSIT AUTHORITY

Executive Vice President
Transit Operations

William R May
Vice President
Rail Operations

Vice President
Employee Relations

FLAGMEN PROCEDURES

(REVISED 3/9/01)

- Employees picking in the flagging classification will be assigned as follows:
- Flagmen will be assigned work from the clerk at their home terminal.
- Employees will report to and pick up their flagging equipment from/at their home terminal.
- All flagging work will be assigned eight-and-one half hours shifts (ie., 0730 – 1600 or 0800 – 1630.)
- If in the event additional flagmen are needed, the assignment clerk with the manpower shortage must contact the other locations for manpower availability.
- Flagmen assigned work away from their home terminal will report to and pick-up equipment at said terminal and report to job site. (i.e. flagmen picking trick out of Blue Line/O'Hare terminal; but, given a flagging job on Red Line/Belmont will report to Howard Terminal an pick-up their equipment and report to Belmont. At the completion of their tour of duty flagmen will turn in equipment and Time Slip at Howard Terminal.
- Flagmen must proceed immediately via available CTA service to their assigned work location.
- It is the responsibility of the employee to ensure that their "*Time Slip*" is completed accurately and signed by the site foreman prior to submission.
- Upon arrival at flagging site flagmen must notify Communication/Power Control via two-way radio.
- Flagmen must notify Communication/Power Control if work crew fails to show within thirty (30) minutes of the flagman's arrival time on the work site.
- In the event there are no flagging jobs to be filled within the route, section or other locations, an assignment will be given to the picked flagman for which he or she holds a qualification. These assignments will be for work during their picking hours unless the employee agree to work outside of their picking hours.
- All flagging assignments will be posted with the *DAILY ASSIGNMENT SHEETS*.
- Employees will be rotated to their frozen qualification.
- Employees picking flagging positions will be forced off for all holidays that are celebrated using a Sunday schedule.
- Extraboard flagman ***will not*** be assigned out of their section's flagging boundaries.

All other reporting for duty rules are still in effect.

AMALAMATED TRANSIT UNION
LOCAL 308

CHICAGO TRANSIT AUTHORITY

AGREEMENT

THIS AGREEMENT, made this 19th day of September, 2001 by and between the Chicago Transit Authority ("the CTA") and Amalgamated Transit Union Local 308 ("the Union"),

WITNESSES:

WHEREAS, the CTA wishes to establish a program for administration of rail yards; and

WHEREAS, the CTA contemplates that such administration will primarily utilize the services of Yardmasters, which is an exempt classification, Switchmen dual-rated as Yard Leaders, and Rail Service Supervisors, which latter two are classifications within the Union's bargaining unit jurisdiction; and

WHEREAS, the parties wish to provide for the details of the rail yard administration program as they relate to employees represented by the Union, including the selection, qualification and training of Yard Leaders and Rail Service Supervisors III, their responsibilities and compensation while providing for the administration of rail yards, and other aspects of the program;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises set forth herein and other valuable consideration exchanged between the parties, THE PARTIES AGREE AS FOLLOWS:

1. YARD ADMINISTRATION At various times, scheduled or unscheduled, and at various locations, as set forth more fully below, CTA rail yards will be managed by Yardmasters, Yard Leaders, Yardmaster Replacement Leaders or Rail Service Supervisors III, as determined by the CTA. Attached hereto as Exhibit A and incorporated by reference herein is an initial Yard Administration Chart, listing the classification designated to manage each rail yard on various days and at various times. This chart will be revised from time to time. Further, this chart does not abridge, restrict or otherwise limit the CTA's exclusive right to determine from which classification an employee is to be assigned at any time or location, except as modified herein, and by normal picking practices determining and affecting an individual employee's assignment to work during the term of a pick, and by the CTA's promise that it will not convert Yard Leader or Yardmaster positions into Supervisor III position without the Union's agreement.

2. CLASSIFICATIONS The parties' agreements concerning the Yard Leaders ("YL") classification, its subcategory of Yardmaster Replacement Leader ("YML"), and the Supervisors III classification are set forth as follows:

A. Yard Leader ("YL")

(1) A Yard Leader will be responsible for coordinating yard operations in a safe and efficient manner, to facilitate the timely provision of service and the needs of the Rail System Maintenance Department, in the stead of a Yardmaster during a picked or assigned shift. A Yard Leader's responsibilities do not include discipline or the issuance of direct orders, but he or she will relay orders from management, give direction to appropriate employees and report to management any rule violations and any observations necessary to improve job performance or curtail improper conduct.

(2) A Yard Leader is not a permanent classification but is a classification in which a qualified Switchman may be dual-rated and receive a premium in the amount and under the conditions set forth below when working as a Yard Leader. A Switchman will be required to perform Switchman duties while working a Yard Leader assignment whenever the need arises.

(3) Employees on the switching list who meet record review standards and who are otherwise qualified will be allowed to apply for Yard Leader training and will be selected for such paid training in seniority order by section, at times and in numbers determined by the CTA. Employees who successfully complete such training will be dual-rated as Yard Leaders.

(4) All employees who have qualified as Yard Leaders prior to the execution of this agreement are hereby dual-rated as Yard Leaders, if they wish to be. Switchmen who were formerly classified as Yardmaster and/or Yard Foreman may request, through a Report to Manager, dual-rating as a Yard Leader, and will receive paid refresher Yard Leader training, and will be dual-rated as Yard Leaders upon successful completion of such training.

(5) Yard Leader seniority will be determined solely by employees' switching seniority. There will not be a separate Yard Leader seniority list.

(6) Yard Leader jobs will be posted on the switching pick list, will be identified by the designation "YL" and will be picked by Switchman seniority. As of the third pick following the effective date of this agreement, a Switchman must be qualified as a Yard Leader to pick a YL job. Prior to the third pick following the effective date of this agreement, a Switchman who has not yet qualified as a Yard Leader may pick an open YL job (but must qualify as a Leader before the effective date of that pick), provided he or she is not excluded by the restrictions of the following Section (7).

In the event a Yard Leader job is unfilled as the picking process draws to a conclusion, picking practices currently in effect will be applied. Switchman who are qualified Yard Leaders and who pick a YML designation will not be required to pick a Yard Leader job also.

(7) A Switchman with or without a Yard Leader qualification will not be allowed to pick a YL job, or be assigned to work such a job on a temporary basis, if the Switchman has received a Corrective Case Interview, until the CCI is no longer considered a reviewable part of his or her disciplinary record..

(8) Yard Leader (YL) jobs will consist of 9.0 hours of work as described in Section 2.A.(1), above, with the ninth hour paid at the employee's classified overtime rate provided in the CTA/Union Wage and Working Conditions Agreement. In addition, a Switchman who picks a Yard Leader job will receive a premium of $1.00 per hour worked.

(9) Initially, the picked Yard Leader positions will be established at the following locations and times:

Des Plaines Yard	-	All Midnights
54th Yard	-	All Midnights
O'Hare Terminal	-	Weekday AM
Rosemont Yard	-	AM/PM Sun/Sat

Rosemont Yard	-	Fri/Sat Midnights
Rosemont Yard	-	PM Weekdays
Kimball Yard	-	All Midnights
Midway Yard	-	All Midnights
63rd/Ashland Yard	-	All Midnights
Harlem Yard	-	Fri/Sat Midnights
Linden Yard	-	AM/PM Weekdays

The Yard Leader jobs at 54th, Harlem, Kimball, Midway and 63rd/Ashland yards will be integrated into the general blue print coverage of Switchmen. The CTA will not provide additional switching jobs at those locations. Switching responsibilities will be performed by the currently allotted manpower, including the Yard Leader.

At Des Plaines, Rosemont and Linden yards and O'Hare Terminal, an additional switching job will be scheduled.

The CTA retains the right to adjust, modify, alter, eliminate or otherwise change the initial locations and times set forth above, at the beginning of any subsequent switching picks.

(10) In the event that a Yard Leader violates General Rule 14(x) by abusing company time or poor work performance, he or she is subject to the following discipline guidelines.

1st violation	-	written warning and/or mentoring
2nd Violation	-	full day of mentoring
3rd Violation	-	individual Yard Leader retraining (unpaid)
4th Violation	-	disqualification as a Yard Leader

A disqualified Yard Leader can reapply for Yard Leader after one year, subject to management approval and unpaid training. However, employees will maintain their rights to the grievance process in these circumstances.

B. Yardmaster Replacement Leader ("YML")

(1) A Yardmaster Replacement Leader is a sub-category of Yard Leader. To be eligible to pick a Yardmaster Replacement Leader job, a Switchman must be a qualified Yard Leader. Sections 2.A.(1) through (5) and (7) apply to the Yardmaster Replacement Leader position.

(2) The principal function of a Yardmaster Replacement Leader is to replace an absent or otherwise unavailable Yardmaster, and perform the duties identified in Section 2.A.(1), above. The CTA retains the discretion to assign a relief Yardmaster to cover the absent Yardmaster's job or to leave the job uncovered, rather than have the Yardmaster Replacement Leader assume the absent Yardmaster's job.

(3) Yardmaster Replacement Leader jobs will be posted on the switching pick lists with the designation "YML". Such designations will be separate entities to be picked in addition to Switchman jobs and to be worked if so directed on the same day at the same location as the Switchman job selected by an employee, but on any shift. In other words, if an employee selects a Switchman job and a YML designation, he or she may be reassigned from the selected Switchman job to work as a YML at the same location and on the same day, but not necessarily the same hours.

In the event a Yardmaster Replacement Leader job is unfilled as the picking process draws to a conclusion, picking practices currently in effect will be applied. Yard Leader positions will be filled before YML slots.

(4) A Switchman who picks a YML designated job will receive a premium of $2.00 per hour for each hour or fraction thereof that he or she is assigned to act in the stead of a Yardmaster. If the YML is assigned to act in the stead of a Yardmaster for a full shift, the shift will be rescheduled to be a 9.0 hour job, with the premium applicable to each hour and the ninth hour paid at the employee's classified overtime rate provided in the CTA/Union Wage and Working Conditions Agreement.

(5) A Yard Leader on the extra board may be assigned to act in an absent foreman's stead and receive the appropriate pay and premium if: the designated YML is not available; another Yardmaster is not assigned to fill the job.

(6) If the designated or extra board Yard Leader is not available to act in the stead of a Yardmaster, a qualified Switchman/Yard Leader may be assigned to the duty and receive $2.00 per hour for each hour or fraction thereof assigned and applicable overtime pay if the totality of the employee's work exceeds eight hours in one day or forty hours in one week. (The total premium received by a YL acting as a YML will not exceed $2.00 per hour.) If such a situation arises: a Yard Leader will not be required to work in yards other than those picked by the employee as a Switchman and/or Yard Leader.

(7) As of the date of this agreement, the parties contemplate that absent Yardmaster jobs will be filled exclusively by other Yardmasters at the 95th and Howard Terminals.

C. Supervisor III

(1) Supervisor III is not a permanent classification, but rather is a classified rate of pay applicable to a Rail Service Supervisor who has qualified as a Yard Leader and who works tricks designated as Supervisor III jobs.

(2) Supervisor III jobs incorporate the duties and responsibilities of Rail Service Supervisors and Yard Leaders (as set forth in Section 2.A(1) above) at associated terminal/yard facilities.

(3) Rail Service Supervisors who work jobs designated Supervisor III jobs will be compensated at the Grade 11 pay rate for all hours worked in such jobs.

(4) Present Rail Service Supervisors who have not received Yard Leader training, who pass record review criteria and who are otherwise qualified, may request Yard Leader training. The CTA will provide such paid training to present Rail Service Supervisors in seniority order at times and to the number of Rail Service

Supervisors determined by the CTA. Rail Service Supervisors who successfully complete Yard Leader training will thereafter be eligible to pick or be assigned to Supervisor III jobs.

(5) Supervisor III jobs will be posted on the first Rail Service Supervisor pick following execution of this agreement and will be picked by normal seniority procedures. At the second pick following execution of this agreement, a Rail Service Supervisor must have successfully completed Yard Leader training to be qualified to pick a Supervisor III trick.

(6) Henceforth, all Rail Service Supervisor trainees will be required to successfully complete Yard Leader training as part of their supervisory training program.

(7) Initially, Supervisor III jobs will be established at the following locations and times:

63rd/Ashland Terminal/Yard	-	All AM/PM's
Harlem Terminal/Yard	-	AM/PM Sun/Sat
Kimball Terminal/Yard	-	AM/PM Sun/Sat
Midway Terminal/Yard	-	AM/PM Sun/Sat
Forest Park Terminal/Desplaines Yard	-	AM/PM/Sun/Sat

3. YL AND YML PREMIUM ADJUSTMENTS Whenever the contractual Switchman rate of pay is adjusted, either party may, within 60 days of such adjustment, inform the other party in writing that it wishes to reopen this agreement for the sole purpose of renegotiating the YL and YML hourly premiums set forth above. Upon such notice, both parties shall forthwith meet and negotiate the issue of adjustments of the aforesaid premium, reduce any resolution of this issue to writing and attach the resolution to this agreement as an amendment incorporated by reference into this agreement.

4. The Union agrees that it will not file, advance, support or assist in the prosecution of any grievance, complaint, charge, suit, or any other action or cause of action or form of action of any kind in any contractual, judicial, administrative or other forum of any kind, against the CTA, its board, chairperson, board members, officers, employees, agents, successors or assigns, concerning or arising out of this agreement, except as may be necessary to enforce the terms and conditions hereof, and will otherwise join with the CTA to reject, deny, defend against and/or oppose any such action in any forum.

5. This agreement is the sole and exclusive agreement on the subject matter hereof, replacing, negating, superseding and/or deleting any prior agreements and their terms and conditions or any other understandings between the parties. No amendment to this agreement will be effective unless reduced to writing and signed by authorized representatives of the parties hereto.

6. This agreement and its terms and conditions are not to be used as a precedent in any past, present or future matter between the parties, nor in any forum whatsoever, except as may be necessary to enforce the provisions hereof.

THIS AGREEMENT is executed on the date hereof by authorized representatives of the parties hereto, at Chicago, Illinois.

AMALGAMATED TRANSIT UNION LOCAL 308

President and Business Agent

CHICAGO TRANSIT AUTHORITY

Executive Vice President
Transit Operations

Vice President
Rail Operations

Vice President
Employee Relations

Originated by:

Contract Administration

The following employees are either qualified yard leaders, former yardmasters or yard foremen:

BLUE LINE	
Rudy Hernandez	#21550
John Perales	#23692
*Robert Parham	#20877
*Miquel Barron	#23721
Paul Michaud	#23735
*George Alvarado	#25434

RED LINE	
William Murry	#21207
Pat Hastings	#22325
Milton Raspberry	#21504
Wilson Rios	#26486
C. Braggs	$20867
George Ellison	#21176
L Mathews	#22757
Roosevelt Haymon	#21691
Mary Fields	#22513
L. Payne	#2297

ELEVATED LINE	
*Danny Miller	#21757
*Eric Olavarria	#21432
*Julio Pantoja	#21489
Bernard Strickland	#21759
Wayne Young	#25367
W. Lindberg	#22840
John Terry	#21942
*Geraldine Peppers	#23132
*Wesley Richmond	#22060
*Jerry Peppers	#22838
*Larry McNeil	#23202
*Michael Kelly	#22253

RAIL INSTRUCTION	
Jennifer Gant	#26754

*QUALIFIED YARD LEADER

Alyrdleag

YARD ADMINISTRATION

	SUN			WK			SAT		
	AM	PM	MN	AM	PM	MN	AM	PM	MN
O'HARE				L	YM				
ROSEMONT	L	L	YM	YM	L	YM/L	L	L	L
DESPLAINES	S	S	L	YM	YM	L	S	S	L
54TH			L	YM	YM	L			
95TH	YM	YM	YM	YM	YM	YM	YM	YM	YM
HOWARD	YM	YM	YM	YM	YM	YM	YM	YM	YM
LINDEN				L	L				
KIMBALL	S	S	L	YM	YM	L	S	S	L
MIDWAY	S	S	L	YM	YM	L	S	S	L
63RD/ASHLAND	S	S	L	S	S	L	S	S	L
HARLEM/ LAKE	S	S	YM	YM	YM	YM/L	S	S	L

S = SUPERVISOR III
L = LEADER
YM = YARD MASTER
YM/L = YARD MASTER LEADER FRI. MON - THUR

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of December, 2002 by and between the CHICAGO TRANSIT AUTHORITY ("the Authority"), and AMALGAMATED TRANSIT UNION, LOCAL 308 ("Local 308"), also referred to as 'the parties.'

WITNESSES:

WHEREAS, the Authority has received various capital improvement funding for numerous projects; and

WHEREAS, these projects require additional temporary manpower that will only be used on said capital improvement projects; and

WHEREAS, the Authority is prepared to hire part-time temporary capital employee flagmen to perform flagging work, a sub-classification within the Union's bargaining unit; and

WHEREAS, said employment would be limited to retirees who retired on or after January 1, 1994 and who were previously trained, qualified, and experienced on flag and track work; and

WHEREAS, the Union and the Authority agree that this Part- Time Temporary Capital (PTTC) Flagmen Program for Retirees would be non-precedent setting; and

WHEREAS, the Authority and Union agree that the PTTC Retiree Program for flagmen would be a worthy experiment; and

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises exchanged herein and other valuable consideration between the parties, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. The Authority will hire CTA retirees who will work as flagmen on various capital improvement projects. These individuals will be hired as Part- Time Temporary Capital (PTTC) Flagmen.

2. To be considered, the retiree applicant must have previous training and qualifications in flag and track work. Additionally, the applicant must meet all necessary retirement incentive criteria and fulfill all of the obligations required for placement into the program as determined by the Authority. This includes, but is not limited to all medical, drug and alcohol testing, physical, training and qualification requirements.

3. Initially, the Authority intends to hire approximately twenty-five (25) flagmen for this position. The total number of flagmen will not exceed 35 such employees. The Authority offers no guarantees or commitment as to the length of time the employees will work and/or the duration of the projects. The number of employees hired shall remain within the sole discretion of the Authority. Nothing herein obligates the Authority to hire retirees for current or future capital projects. However, upon being hired, said PTTC Flagmen will become Authority employees within the Local 308 bargaining unit. As such they are required to become members of the Union.

4. The Authority and Union agree that the PTTC Flagmen program provides no guarantees to length and term of PTTC Flagmen employment. At the period in time when an employee has worked 1820 hours (An average of 35 hours per week) and/or the capital program funding concludes, the PTTC Flagmen will be required to resign or be administratively separated.

5. PTTC Flagmen's work assignments (hours, days of the week, and work locations) will be assigned and structured by the Authority. Various schedules would be set within a twenty-four (24) hour period, seven (7) days per week as determined by the Authority

6. PTTC Flagmen will have no minimum guarantees. Total work hours will not exceed eight (8) hours within any given day or thirty-five (35) hours per week. Straight time will be paid for all hours worked. An unpaid, thirty (30)-minute lunch break is provided should an employee work in excess of four (4) hours within an eight (8) hour given period.

7. PTTC Flagmen will be compensated at the current 100%, thereafter, contractual rate for the classification worked; specifically, customer assistant (conductor). The PTTC Flagmen pre-retirement Authority entered service date will determine whether or not the employee receives the restructured or non-restructured rate.

8. The retirees accepted into this program serve at the will of the Authority and do not have access to the Progressive Discipline Guidelines or to the grievance arbitration procedure. As determined by the Authority, PTTC Flagmen are required to maintain appropriate work record criteria.

9. Unless required by law, PTTC Flagmen are ineligible for any emoluments of employment such as paid holidays, shift premium, spread time, uniform/work clothing/shoe allowance, vacation, health/welfare, sick pay, F.M.L.A., etc. All PTTC Flagmen will be required to sign a Temporary Employment Waiver whereby the retiree acknowledges being hired for a temporary period of time.

10. The Authority will solicit applicants from the retirement rolls of those employees who were formerly qualified as trackmen/flagmen. Letters will be mailed on the same date to all so-qualified retirees. Future eligible retirees will be solicited at the time of retirement and/or sent letters of solicitation should a need to do so be determined by the Authority. The parties will keep in mind their mutual commitments to the Transit Board's affirmative action goals.

11. Should either the Authority or Union desire to end this experiment at a future date, a letter of intent must be sent to the other party thirty (30) days prior to the desired program end date. In any case, this agreement shall be reviewed twelve (12) months from the date of implementation.

12. This agreement represents the full understanding of the parties. The agreement is non-precedent setting and shall not be used as a precedent in any grievance, hearing or in any legal forum whatsoever.

13. The parties agree that they have been afforded ample opportunity to review the agreement with legal counsel.

14. The agreement will be effective upon full and final signatures of all the parties.

AMALGAMATED TRANSIT UNION
LOCAL 308

Jerry W. Williams, Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

John A. Hruby
Vice President, Rail Operations

Robert M. Gierut
Vice President, Employee Relations

Initiated by:

Diane Traxler
Contract Administration

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of DECEMBER, 2002 by and between the CHICAGO TRANSIT AUTHORITY ("the Authority"), and AMALGAMATED TRANSIT UNION, LOCAL 308 ("Local 308"), also referred to as 'the parties.'

WITNESSES:

WHEREAS, the Authority has received various capital improvement funding for numerous projects; and

WHEREAS, these projects require additional temporary manpower that will only be used on said capital improvement projects; and

WHEREAS, the Authority is prepared to hire part-time temporary capital employee rail instructors to perform rail safety training for contractors; and

WHEREAS, the position of rail instructor is a classification within the Union's bargaining unit; and

WHEREAS, said employment would be limited to retirees who retired on or after January 1, 1994 and were previously trained, qualified, and experienced as rail instructors; and

WHEREAS, the Union and the Authority agree that this Part- Time Temporary Capital (PTTC) Rail Instructor Program for Retirees would be non-precedent setting; and

WHEREAS, the Authority and Union agree that the Part- Time Temporary Capital (PTTC) Rail Instructor Retiree Program would be a worthy experiment; and

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises exchanged herein and other valuable consideration between the parties, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. The Authority will hire CTA retirees to work as rail instructors who will provide rail safety training for contractors on various capital improvement projects. These individuals will be hired as PTTC Instructors.

2. To be considered, the retiree applicant must have previous training, qualification and experience in rail instruction. Additionally, the applicant must meet all necessary retirement incentive criteria and fulfill all of the obligations required for placement into the program as determined by the Authority. This includes, but is not limited to all medical, drug and alcohol testing, physical, training and qualification requirements.

3. Initially, the Authority intends to hire four (4) PTTC Instructors, but will not exceed eight (8) such employees. The Authority offers no guarantees or commitment as to the length of time the employees will work and/or the duration of the projects. The number of employees hired shall remain within the sole discretion of the Authority. Nothing herein obligates the Authority to hire PTTC Instructors for current or future capital projects. However, upon being hired, said PTTC Instructors will become Authority employees within the Local 308 bargaining unit. As such they are required to become members of the Union.

4. The Authority and Union agree that the PTTC Instructor Retiree Program provides no guarantees to length and term of PTTC Instructor employment. At the period in time when an employee has worked 1820 hours (an average of 35 hours per week) and/or the capital program funding concludes, the PTTC Instructor will be required to resign or be administratively separated.

5. PTTC Instructors' work assignments (hours, days of the week, and work locations) will be assigned and structured by the Authority. Various schedules would be set within a twenty-four hour period, seven (7) days per week as determined by the Authority.

6. PTTC Instructors will have no minimum guarantees. Total work hours will not exceed eight (8) hours per day and thirty-five (35) hours per week. Straight time will be paid for all hours worked. An unpaid, thirty (30)-minute lunch break is provided should an employee work in excess of four (4) hours within an eight (8) hour given period.

7. PTTC Instructors will be compensated at the current 100%, Grade 8, thereafter, non-restructured contractual rate for the classification worked; rail instructor.

8. The retirees accepted into this program serve at the will of the Authority and do not have access to Progressive Discipline Guidelines or to the grievance arbitration procedure. As determined by the Authority, PTTC Instructors are required to maintain appropriate work record criteria.

9. Unless required by law, PTTC Instructors are ineligible for any emoluments of employment such as paid holidays, shift premium, spread time, uniform/work clothing/shoe allowance, vacation, health/welfare, sick pay, F.M.L.A., etc. All PTTC Instructors will be required to sign a Temporary Employment Waiver whereby the retiree acknowledges being hired for a temporary period of time.

10. The Authority will solicit applicants from the retirement rolls of those employees who were formerly qualified as rail instructors. Letters will be mailed on the same date to all so-qualified retirees. Future eligible retirees will be solicited at the time of retirement and/or sent letters of solicitation should a need to do so be determined by the Authority. The Authority will maintain its commitment to the Transit Board's affirmative action goals.

11. Should either the Authority or Union desire to end this experiment at a future date, a letter of intent must be sent to the other party thirty (30) days prior to the desired program end date. In any case, this agreement shall be reviewed twelve (12) months from the date of implementation.

12. This agreement represents the full understanding of the parties. The agreement is non-precedent setting and shall not be used as a precedent in any grievance, hearing or in any legal forum whatsoever.

13. The parties agree that they have been afforded ample opportunity to review agreement with legal counsel.

14. The agreement will be effective upon full and final signatures of all the parties.

AMALGAMATED TRANSIT UNION
LOCAL 308

Jerry W. Williams, Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

John A. Hruby
Vice President, Rail Operations

Robert M. Gierut
Vice President, Employee Relations

Initiated by:

Diane Traxler
Contract Administration

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of December, 2002 by and between the CHICAGO TRANSIT AUTHORITY ("the Authority"), and AMALGAMATED TRANSIT UNION, LOCAL 308 ("Local 308"), also referred to as 'the parties.'

WITNESSES:

WHEREAS, the Authority has received various capital improvement funding for numerous projects; and

WHEREAS, said projects require additional temporary manpower that will only be used on said capital improvement projects; and

WHEREAS, the Authority is prepared to hire Part-Time Temporary Capital (PTTC) Track Inspectors (Rail Operations), a sub-classification within the Union's bargaining unit, who will be responsible for maintaining on-time, safe, efficient service during capital construction and maintenance projects; and

WHEREAS, said employment would be limited to retirees who retired on or after January 1, 1994 and who were previously trained, qualified, and experienced in flag, track work, and working with or as managerial/supervisory personnel {i.e., route managers, coordinators, rail/customer assistant supervisors, rail/track inspectors, controllers, track and capital construction}; and

WHEREAS, the Union and the Authority agree that the PTTC Retiree Program for Rail Inspectors would be non-precedent setting; and

WHEREAS, the Authority and Union agree that the PTTC Retiree Program for Rail Inspectors (Rail Operations) would be a worthy experiment; and

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises exchanged herein and other valuable consideration between the parties, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. The Authority will hire CTA retirees who will work as PTTC Track Inspectors (Rail Operations) on various capital improvement projects and they will be responsible for maintaining CTA service during capital construction and maintenance projects. This includes the observation of rail operations with rail controllers, route managers and rail and customer assistant supervisors as well as observation of the operation of rail service personnel. A full description of the duties and responsibilities of the PTTC Track Inspectors (Rail Operations) is attached hereto and incorporated as Attachment A.

2. To be considered, the retiree applicant must have sufficient training, experience and qualifications in track operations; specifically, flag work, track work, inspection work, managerial and/or supervisory experience. Additionally, the applicant must meet all necessary retirement incentive criteria and fulfill all of the obligations required for placement into the program as determined by the Authority. This includes, but is not limited to all medical, drug and alcohol testing, physical, training and qualification requirements.

3. Initially, the Authority intends to hire approximately eight (8) PTTC Track Inspectors (Rail Operations). The Authority offers no guarantees or commitment as to the length of time the employees will work and/or the duration of the projects. The number of employees hired shall remain within the sole discretion of the Authority. Nothing herein obligates the Authority to hire retirees for current or future capital projects. However, upon being hired, said PTTC Track Inspectors (Rail Operations) will become Authority employees within the Local 308 bargaining unit. As such they are required to become members of the Union.

4. The Authority and Union agree that the PTTC Track Inspector (Rail Operations) Retiree Program provides no guarantees to length and term of employment. At the period in time when an employee has worked 1820 hours (an average of 35 hours per week) and/or the capital program funding concludes, the PTTC Track Inspector will be required to resign or be administratively separated.

5. PTTC Track Inspector (Rail Operations) work assignments (hours, days of the week, and work locations) will be assigned and structured by the Authority. Various schedules would be set within a twenty-four (24) hour period, seven (7) days per week as determined by the Authority.

6. PTTC Track Inspectors (Rail Operations) will have no minimum guarantees. Total work hours will not exceed thirty-five (35) hours per week. Straight time will be paid for all hours worked. An unpaid, thirty (30)-minute lunch break is provided should an employee work in excess of four (4) hours within an eight (8) hour given period.

7. PTTC Track Inspectors (Rail Operations) will be compensated at the current Grade 8, 100%-Thereafter, non-restructured contractual rate. Since the Track Inspector position is not formally scheduled, but rather is a designation for employees when performing certain duties (sub-classification), a formal job description does not exist. Therefore, for the purpose of this agreement only, PTTC Track Inspectors (Rail Operations) will be administratively designated as "PTTC Track Inspectors/Instructors (Job Schedule No. 3430)" for payroll purposes.

8. The retirees accepted into this program serve at the will of the Authority and do not have access to the Progressive Discipline Guidelines or to the grievance arbitration procedures. As determined by the Authority, PTTC Track Inspectors (Rail Operations) are required to maintain appropriate work record criteria.

9. Unless required by law, PTTC Track Inspectors (Rail Operations) are ineligible for any emoluments of employment such as paid holidays, shift premium, spread time, uniform/work clothing/shoe allowance, vacation, health/welfare, sick pay, F.M.L.A., etc. All PTTC Track Inspectors (Rail Operations) will be required to sign a Temporary Employment waiver whereby the retiree acknowledges being hired for a temporary period of time.

10. The Authority will solicit applicants from the retirement rolls as specified above. Letters will be mailed on the same date to all so-qualified retirees. Future eligible retirees will be solicited at the time of retirement and/or sent letters of solicitation should a need to do so be determined by the Authority. The parties will keep in mind their mutual commitments to the Transit Board's affirmative action goals.

11. Should either the Authority or Union desire to end this experiment at a future date, a letter of intent must be sent to the other party thirty (30) days prior to the desired program end date. In any case, this agreement shall be reviewed twelve (12) months from the date of implementation.

12. This agreement represents the full understanding of the parties. The agreement is non-precedent setting and shall not be used as a precedent in any grievance, hearing or in any legal forum whatsoever.

13. The parties agree that they have been afforded ample opportunity to review the agreement with legal counsel.

14. The agreement will be effective upon full and final signatures of all the parties.

AMALGAMATED TRANSIT UNION
LOCAL 308

Jerry W. Williams, Sr.
President and Business Agent

CHICAGO TRANSIT AUTHORITY

John A. Hruby
Vice President, Rail Operations

Robert M. Gierut
Vice President, Employee Relations

Initiated by:
Employee Relations, Contract Administration

Attachment 'A'
Part-Time-Temporary Capital Track Inspectors (Rail Operations)
Duties and Responsibilities

- Responsible for maintaining service during capital construction and maintenance projects. Responsible for handling emergencies/incidents at the construction area and communicating pertinent facts and resolution expectations to the Control Center. Prior to the arrival of management personnel at the construction site during an emergency/incident, has the authority and responsibility to clear the problem and/or restore service. If warranted, contacts the rail controller to have power removed and restored.

  - In the construction area, coordinates rail operations and construction activities with rail controllers, route manager and rail and customer assistant supervisors.
  - In the construction area, observes the operation of rail service and construction personnel for safety rules and compliance.
  - Checks the adherence of trains to schedule and operating rules through the construction area, takes steps to prevent or clear service disruptions.
  - Prepares oral and/or written reports of accidents and/or incidents. Performs other duties as assigned.
  - Initiates, maintains and closes line cuts, single-track movements, reroutes and substitute service. Coordinates test train operations.
  - Inspects switches to ensure that they are secured and locked in their normal positions. Flags trains past malfunctioning signals.
  - Removes foreign objects from the right of way in the construction area. Reports any unsafe conditions.
  - Furnish information and direction to Rail Operations personnel to changes in schedule and other standing instructions.
  - Coordinates headways, delays and restoration of service with rail supervisors.
  - Works only as required by capital and maintenance projects.

AGREEMENT
RAIL EXCEL PROGRAM: NEW HIRE UNDERSTANDING

This Agreement, is made and entered into this 1st day of, November 2003 by and between the CHICAGO TRANSIT AUTHORITY ("the CTA") and the AMALGAMATED TRANSIT UNION, LOCAL 308 ("the Union"), also referred to herein as "the parties."

WITNESSES

WHEREAS, on or about September 5, 2001, the parties ratified the Wage and Working Conditions Agreement which created the Rail Excel Program; and

WHEREAS, the Excel Program is a comprehensive rapid transit employee skills/knowledge enhancement program which makes pay commensurate with ability; and

WHEREAS, the Excel Program established the Excel Committee ("the committee") to observe and oversee CTA's Rail Maintenance Training's efforts to effectuate quality training for Rail Maintenance employees; and

WHEREAS, the committee recognizes the need to create a "New Hire Understanding" form of acknowledgement by new employees hired into the Rail Excel Program; and

WHEREAS, the "New Hire Understanding" apprises employees hired into the Rail Excel Program of various hiring requirements mandated by the Wage and Working Conditions Agreement between the parties; and

WHEREAS, the terms and conditions of this agreement will be incorporated as a side agreement to the parties' Wage and Working Conditions Agreement;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises exchanged herein and other valuable consideration made between the parties, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1) The parties agree that the attached document incorporated herein as Exhibit A and entitled "Rail Excel Program: New Hire Understanding" will be issued to all new hires and Car Servicers (i.e. Article 11.1 (i)) Car Repairer Training Program Eligibility. Specifically, the "Rail Excel Program: New Hire Understanding" must be signed by all employees hired into the program, employees transferring into the position (non-posted transfers), and employees placed into the position

through various labor agreements or arbitration awards (unless otherwise provided). Applicants and/or candidates for the position of Car Repairer who refuse to sign this acknowledgement form will be disqualified for the position.

2) The "Rail Excel Program: New Hire Understanding" does not apply to existing employees who meet the contractual language requirements of the Excel Program as "grandfathered" employees.

3) The parties agree that all Car Repairers hired on or after September 5, 2001 (the date of contract ratification and incorporation of the Excel Program) who are currently working as Car Repairers are subject to the terms and conditions of the Excel Program in accordance with the contract and as specified in the "Rail Excel Program: New Hire Understanding." Accordingly, following full execution of this agreement, those affected employees will be provided a copy of the "Rail Excel Program: New Hire Understanding" for review and signature.

4) Should any affected employee as specified in paragraph 3 above refuse to sign this form, the parties agree that said employee is to be immediately removed from service. Within seven calendar days of any such refusal, representatives from the Union, Rail Maintenance Operations and the Employee Relations Departments will convene in an effort to resolve said issue. Failure to resolve any such matter will result in the employee's administrative separation for failure to meet hiring requirements with no recourse to the grievance arbitration procedure.

5) Should an employee who initially refused to sign the New Hire Understanding and the matter is resolved by the employee's signature, the employee will be returned to work in accordance with the Rail Excel Program. The employee will not be compensated for any time lost.

6) The parties specifically acknowledge that this Agreement is limited to the Rail Excel Program as set forth in the parties' collective bargaining agreement. This agreement and its terms and conditions shall not in any way or manner be used as a precedent for any future projects or any other matter whatsoever unless specifically agreed to by the parties.

7) The parties acknowledge that they have been afforded ample opportunity to review the terms and conditions of this agreement with appropriate legal counse

Exhibit A

Rail Excel Program: New Car Repairer Understanding

The Authority and the Amalgamated Transit Union, Local 308 are committed to providing comprehensive training for Car Repairers to acquire advanced skills and knowledge needed to perform their current positions and to progress within the Excel Program. The following is a brief review of the structure of training during the initial forty-two (42) month training/qualifying period.

As a new Car Repairer of the Chicago Transit Authority, I _____, agree to attend all training as deemed necessary (i.e., CTA General Rule #11) by the CTA and as directed by the Authority. I also understand I must successfully complete all training and qualification administered and maintain a satisfactory work record throughout the Rail Excel, forty-two (42) month initial training/qualifying program.

I also understand that my overall performance will be reviewed at the end of each year throughout the forty-two (42) month period and prior to any Car Repairer contractual Excel Program pay increases. This evaluation will be a complete work record review, covering the following:

- Attendance at work and also at training sessions
- M-100 Work Record Review
- Work Performance and On-The- Job Training

Formal training requirements are a minimum grade of C or 75% for written testing and 100% for hands-on testing.

If a performance test is failed, it must be successfully retaken. Failure to successfully complete formal retraining will result in administrative separation from the Authority for failure to meet the hiring requirements of the Excel Program.

I understand and agree to the terms above.

_____	_____	_____
Signature	*Badge #*	*Date*

Witnessed:

_____	_____	_____
Signature	*Title*	*Date*

AMALGAMATED TRANSIT UNION
LOCAL 308

Ethel M. Carter
President and Business Agent

Rick Harris
1st Vice President

Luis Sanabria
Executive Board Member

Dated: 9-29-2003

CHICAGO TRANSIT AUTHORITY

Executive Vice President
Transit Operations

Vice President,
Rail Operations

Vice President,
Employee Relations

Dated: November 1, 2003

AGREEMENT
RAIL EXCEL PROGRAM: OVERTIME

This Agreement, is made and entered into this 1st day of, November, 2003 by and between the CHICAGO TRANSIT AUTHORITY ("the CTA") and the AMALGAMATED TRANSIT UNION, LOCAL 308 ("the Union"), also referred to herein as "the parties."

WITNESSES

WHEREAS, on or about September 5, 2001, the parties ratified the Wage and Working Conditions Agreement which created the Rail Excel Program; and

WHEREAS, the Excel Program is a comprehensive rapid transit employee skills/knowledge enhancement program which makes pay commensurate with ability; and

WHEREAS, the Excel Program established the Excel Committee ("the committee") to observe and oversee CTA's Rail Maintenance Training efforts to effectuate quality training for Rail Maintenance employees; and

WHEREAS, the committee desires to memorialize various agreements and understandings reached regarding Excel Program overtime issues; and

WHEREAS, the terms and conditions of this agreement will be incorporated as a side agreement to the parties' Wage and Working Conditions Agreement;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises exchanged herein and other valuable consideration made between the parties, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

OVERTIME

The parties understand that overtime is not a guarantee. The parties also agree that it is the Authority's right to assign overtime in the case of emergency.

EXCEL POSITIONS

When overtime is available, the following methodology will be used for the Rail Excel Program positions:

1) The Authority will maintain a list of all Car Repairers based on car repairer seniority order. Said listing will also include each car repairers' qualified positions.

2) From the above list, each work location will create its own, individual "Excel Program Overtime List." The Excel Program Overtime List at the work location will indicate each respective Excel position. Those employees certified for the Excel position will be listed in car repairer seniority order within the work location (shop) for each position the employee is so qualified for. Four-hour and eight-hour overtime will be combined when assigning overtime. If an employee refuses overtime, the employee will be charged for the time and must wait until the next seniority rotation for overtime.

3) If a manager cannot fill the overtime with a qualified repairer, overtime will be assigned at the manager's discretion in accordance with safety rules and provisions. Route availability will be afforded preference over section and then system.

NON-EXCEL POSITIONS

When overtime is available, the following methodology will be used for Non-Excel overtime.

1) The Authority will maintain a list of all Car Repairers based on car repairer seniority order.

2) From the above list, each work location will create its own, individual "Non-Excel 4-Hour Overtime List" and "Non-Excel 8-Hour Overtime List". Overtime will be assigned for Non-Excel premium work for each respective list based on car repairer seniority within the work location (shop). If an employee refuses overtime, the employee will be charged for the time and must wait for the next seniority rotation for overtime.

3) If a manager cannot fill the overtime with a qualified repairer, overtime will be assigned at the manager's discretion in accordance with safety rules and provisions. Route availability will be afforded preference over section and then system.

The parties specifically acknowledge that this Agreement is limited to the Rail Excel Program as set forth in the parties' collective bargaining agreement. This agreement and its terms and conditions shall not in any way or manner be used as a precedent for any future projects or any other matter whatsoever unless specifically agreed to by the parties.

The parties acknowledge that they have been afforded ample opportunity to review the terms and conditions of this agreement with appropriate legal counsel.

AMALGAMATED TRANSIT UNION
LOCAL 308

Ethel M. Carter
President and Business Agent

Rick Harris
1st Vice President

Luis Sanabria
Executive Board Member

Dated: 9-29-2003

CHICAGO TRANSIT AUTHORITY

Executive Vice President
Transit Operations

Vice President,
Rail Operations

Vice President,
Employee Relations

Dated: November 1, 2003

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement ("Side Letter") is entered into by and between the Chicago Transit Authority ("CTA"), Local 241 of the Amalgamated Transit Union ("Local 241") and Local 308 of the Amalgamated Transit Union ("Local 308").

WHEREAS, the above parties are signatory to the Chicago Transit Authority - Amalgamated Transit Union Local 241 and Local 308 Wages and Working Conditions Agreement effective January 1, 1996 to December 31, 1999 ("Agreement").

WHEREAS, the parties desire to clarify issues pertaining to "Block Runs".

Now therefore the parties agree as follows:

1. That with respect to Article 6 §6.3 of the Agreement:

> "To qualify for overtime for his/her day off, a picked Block Run operator ("operator") must have worked his/her four scheduled work days during the work week except if the operator is absent for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated."

2. That with respect to Article 8 §8.3 of the Agreement:

> "To qualify for overtime for his/her day off, a picked Block Run motor operator, conductor and rapid transit operator must have worked his/her four scheduled work days during the work week except if the motor operator, conductor or rapid transit operator is absent for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated."

3. Full-time Bus Operators, Motor Operators, Rapid Transit Operators and Conductors who pick a Block Run assignment or a full-time designated Block Run Extra Board operator shall receive the pay of the Block Run assignment(s). Any other full-time Bus Operators, Motor Operators, Rapid Transit Operators and Conductors who are required to work a Block Run assignment will be paid time and one-half his/her hourly rate for all time worked after 8 hours in a day and will be paid spread time if the particular assignment worked is scheduled over a longer spread than 10 hours."

4. By execution of this Agreement, specifically paragraph 3, neither the CTA, Local 241, nor Local 308 waive any arguments, positions or rights they may have regarding the issue of

whether or not part-time operators are covered by paragraph 3 of this Agreement. Additionally, neither the CTA, Local 241, nor Local 308 waive any rights to grieve or arbitrate the foregoing issue. Any such grievance shall be arbitrated as follows:

a. With seven (7) days of the filing of any grievance(s), the parties shall select the Impartial Chairman of the Board of Arbitration.

b. The hearing shall commence no later than thirty (30) days after selection of the Impartial Chairman, unless extended by mutual agreement of the CTA and the respective local.

5. That with respect to Block Runs for Local 241, the parties agree to the terms of the June 25, 1997 "Block Runs - Extra Board" memo, a copy of which is attached hereto as Attachment A.

Frank Kruesi, President
Chicago Trapsit Authority

Isiah Thomas, President
Local 241, Amalgamated Transit Union

Jerry Williams, President
Local 308, Amalgamated Transit Union

Dated:
December 23, 1997

Original Document Date: February 6, 2007
Revised: February 15, 2007 @ 1630 hours
Revised: February 15, 2007 @ 1645 hours
Revised: March 30, 2007 @1707 hours
Revised: May 18, 2007 @ 1800 hours
Revised: August 9, 2007 @ 1800 hours
Revised: September 10, 2008 @ 1119 hours
Revised: August 11, 2011 @ 1400 hours

CHICAGO TRANSIT AUTHORITY

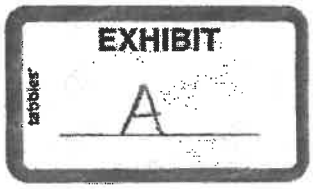
The following rules become effective April 1, 2007.
These rules are subject to change and modification as deemed necessary by the Management of Chicago Transit Authority and the President/Business Agent of Amalgamated Transit Union – Local 308.

Extra Board Rules for Block Run Terminals

1. All open block runs, picked or unpicked, shall be filled from the A.M./P.M. extra board in seniority order, consistent with the Trainman AM/PM Extra Board Assignment Procedures (#16 of the Sole Agreement) before any unscheduled work is filled.
2. Full-time extra board employees, who are assigned a block run from the extra board will only be entitled to two (2) scheduled days off per week. Scheduled days off will not default to those of the picked operator.
3. Assignments will be posted at 1630 hours and it will be the responsibility of the employee to obtain his/her next day's assignment.

Assignment Procedures for Extra Board

1. The extra board assignments must be completed by 1200 hours each day. Assignments open prior to 1200 hours will be posted by 1630 hours. Once the extra board closes for the day, any assignments that subsequently become available shall be assigned in accordance to AM/PM Extra Board Agreement.
2. All open assignments are assigned to the full-time extra board employee on a daily basis.
3. Open assignments totaling seven (7) work hours will be assigned to extra board employees. For full-time extra board employees, open assignments totaling seven (7) work hours will be treated as one (1) piece of work for assignment purposes.
4. All show-ups for full-time extra board employees are to be scheduled at a maximum of four (4) hours.
5. After full-time extra board employees, full-time temporary flagmen, part-time temporary flagmen and part-time customer assistants have been assigned, employees in the work book can be utilized.
6. Any schedule exceptions with respect to trades within the same work week (Sunday through Saturday) must be made between employees with authorization from management. Both employees would have to acknowledge their willingness to trade to management. Management will authorize the trade by the close of the next business day (Monday through Friday).



7. In the event of an error in assignment for extra board employees, the employee can be reassigned any other open piece of work within a thirty (30) minute time frame, and the employee shall receive a minimum of eight (8) hours pay. This will be considered a missed mark-up and a thirty-minute show-up.
8. In the event of an error in assignment for part-time employees, the employee can be reassigned to any other open piece of work within a two (2) hour time frame. The day's work credit will be a minimum of two (2) hours.
9. An extra board employee can be assigned a scrub (an assignment of less than seven (7) hours) and a flagging assignment. However, the total of the two (2) assignments cannot exceed thirteen (13) hours.
10. An extra board employee can be assigned a three (3) hour scrub and a four (4) hour show-up. However, there must be no more than thirty (30) minutes lapse time between the two (2) assignments. In the event that an employee is assigned a piece of work, the total hours of the assignment cannot exceed thirteen (13) hours.
11. An extra board employee can be assigned two (2) scrubs with each scrub assigned paying actual work time under seven (7) hours. However, the total of the two (2) scrubs cannot exceed thirteen (13) hours.
12. In applying Paragraphs 9, 10 and 11, the following procedures shall control: an employee cannot be required to work a work day that exceeds thirteen (13) hours from beginning to end, provided that the employee notifies the clerk immediately upon catching the piece of work that he or she wishes to be relieved from working over thirteen (13) hours, and further provided:
    A. With respect to RTOs, an RTO shall be relieved when the RTO arrives at the terminal from which the RTO originated his/her run and there is insufficient time for the RTO to make another run and return to the originating terminal before the work day would exceed thirteen (13) hours. Where an RTO requests to be relieved from working beyond thirteen (13) hours, and no other employees from the Extra Board are available to fill the portion of the work remaining after the RTO is relieved (such portion hereinafter referred to as "the Remainder"), the manner in which the Remainder shall be filled, if management determines that the Remainder will be filled, is as follows:
        i. By using available bargaining unit personnel through:
            a. Filling the Remainder with employees whose names are in the work book at the work location;
            b. Filling the Remainder with employees whose names are in the double up book at the work location;
            c. Using a Rail Supervisor to relay the train;
            d. Filling the Remainder with employees whose names are in the work book at other work locations;
            e. Filling the Remainder with employees whose names are in the double up book at other work locations;
        ii. If the work cannot be filled through any of the procedures listed in A(i), then the Remainder shall be filled through:
            a. Using management personnel to relay the train;
            b. Adjusting the schedule;
            c. Annulling the run.

B. CAs, Towermen, and Switchmen shall be relieved so they have time to travel to where they clock out before they exceed a 13-hour work day. If a CA, Towerman or Switchman requests to be relieved from a trick that would require the employee to work beyond thirteen (13) hours, and no other employees from the Extra Board are available to fill that portion of the work remaining after the CA, Towerman or Switchman is relieved,(such portion hereinafter referred to as the "Remainder") the Remainder shall be filled as follows, if management determines that the Remainder will be filled:

i. By using available bargaining unit personnel through:
   a. Filling the Remainder with employees whose names are in the work book at the work location;
   b. Filling the Remainder with employees whose names are in the double up book at the work location;
   c. Using a Rail, CA or Universal Rail Supervisor to fill the Remainder;
   d. Filling the Remainder with employees whose names are in the work book at other work locations;
   e. Filling the Remainder with employees whose names are in the double up book at other work locations;

ii. If the Remainder cannot be filled through any of the procedures listed in B(i), then, the CA, Switchman or Towerman can be required to work beyond thirteen (13) hours.

13. In the event that a flagging job cancels in less than 3.5 hours of its starting time, an employee can be placed on a four (4) hour show-up or assigned a scrub, however, the employees' work day cannot exceed his/her original finish time.
14. In the event an employee is requested to "move-up" (beginning work prior to their actual start time), the employee will be paid three (3) hours. However, this would only apply if the employee returns to their assigned and/or picked work schedule. If the employee remains on the running time of the job for which they were moved up, then they are not entitled to the three (3) hour pay for a move up. However, if the employee is instructed by Management to remain on the run to which they were moved, he/she will be paid the three (3) hours for the move up.
15. If more than one (1) employee is assigned a show-up with the same starting time, the employee with the highest seniority will be offered the first open assignment. The employee with the highest seniority will have the option to decline the assignment. The assignment will continue to be offered to employees on show-up in seniority order until such time as the job must be assigned to the employee with the least seniority.
16. Once flagmen have completed their flagging assignments, they must return to the terminal and remain on the property until their finishing time. Flagmen **must not** be released. In addition, flagmen can be assigned an additional assignment, however, the additional assignment cannot exceed the original finishing time of their flagging job.