

October 23, 2008

Mr. Rick Harris  
President and Business Agent  
Amalgamated Transit Union, Local 308  
205 West Wacker Drive, Suite 700  
Chicago, Illinois 60606

Re: Letter of Understanding Pertaining to Flagmen

Dear Mr. Harris:

This Letter of Understanding is to memorialize the agreement reached between the CTA and the Amalgamated Transit Union, Local 308 ("Local 308") pertaining to full-time temporary ("FTT") and part-time temporary ("PTT") Flagmen. Pursuant to our discussions, the Chicago Transit Authority ("CTA") also has revised the position description for Flagman, Job Schedule Number ("JSN") 6202.

1. This Letter of Understanding supersedes any prior agreement between the Parties concerning FTT and PTT Flagmen, including the FTT and PTT Flagman Agreement dated December 8, 2006.
2. The maximum number of FTT and PTT Flagman shall not exceed twenty (20) percent of the employees performing any of the Train Service Employee classifications, excluding Customer Assistants.
3. Prior to commencing employment with the CTA, applicants for a FTT or PTT Flagman position shall be required to:
  - a. sign a Pre-employment Letter of Understanding setting forth the terms of employment (see Attachment A), including that the position is of a temporary nature and that transition into permanent employment is not guaranteed;
  - b. satisfy all requisites for the position, including, but not limited to, medical and physical requirements, drug and alcohol testing, and a background check; and
  - c. complete all training and/or qualifications required for the Flagman position.
4. Should a potential FTT or PTT Flagman fail to meet any of the initial hiring requirements contained within this Letter of Understanding, the applicant shall not be hired. The right to final employee selection of any FTT or PTT Flagman position remains vested with the CTA. Local 308 may neither appeal a decision not to hire nor have any recourse against the CTA through the grievance or arbitration procedure.

5. After a FTT or PTT Flagman has been hired by the CTA, the following conditions shall apply:
  - a. Should FTT and PTT Flagmen work in excess of five consecutive (5) hours, the employee shall receive an unpaid thirty (30) minute lunch break, as determined by the CTA.
  - b. PTT Flagmen will not be scheduled to work more than thirty-five (35) hours per week.
  - c. Straight time will be paid for all hours worked unless otherwise specified in this Letter of Understanding or required by law.
  - d. The CTA will determine and assign the work schedule and work location for each FTT and PTT Flagman.
6. Effective upon execution of this Letter of Understanding, all FTT and PTT Flagmen will be required to wear work attire designated by the CTA, including safety shoes. All FTT and PTT Flagmen are responsible for the cost of all work attire and safety shoes.
7. The following conditions will apply to the hiring of FTT and PTT Flagmen into full-time positions:
  - a. The hire dates of FTT and PTT Flagmen will determine the order of consideration for a full-time permanent position (e.g., if two FTT or PTT Flagmen have acceptable work records, then the FTT or PTT Flagman with the earlier hire date should receive the permanent position). If multiple FTT or PTT Flagmen have the same hire date, last names in alphabetical order, with last names beginning with "A," have the first consideration for the permanent position.
  - b. If a FTT or PTT Flagman is offered any permanent position with the CTA and declines such an offer, then he or she is eligible for another permanent position only after all other FTT and PTT Flagmen on the property as of the declination are offered a chance to transition into permanent positions.
  - c. FTT or PTT Flagmen who are RTO qualified and who transition to the Full-Time Permanent ("FTP") Combined Rail Operator position will retain their RTO qualification date for recertification purposes only. For picking purposes, the employee's FTP entered service date will be utilized.
  - d. FTT Flagmen will be given preference in consideration for hiring into permanent positions over PTT Flagman for both full-time and part-time permanent positions.

8. A FTT or PTT Flagman hired before the effective date of this Letter of Understanding will be polled and required to sign an Opt-Out/Opt-In Letter of Understanding, which provides the employee with a choice to either "Opt-In" to the RTO qualification program or "Opt-Out" of the RTO qualification program. A copy of the Opt-Out/Opt-In Letter of Understanding is attached to this Letter of Understanding (see Attachment B).

a. The CTA has no obligation to offer the employee a second opportunity to "Opt-In" to the RTO program.

b. The employees have seven (7) days to return the Opt-Out/Opt-In Letter of Understanding to his or her Manager or designee.

9. Should the employee fail to turn in the Opt-Out/Opt-In Letter of Understanding within the seven (7) day period, it will be understood that the employee has "opted out" of the RTO program. The employee and Local 308 will have no recourse to the grievance and arbitration Article in the Wage and Working Conditions Agreement between the CTA and Local 308 ("CBA") with respect to this determination.

10. The Flagman position description, JSN 6202, has been revised and lists the duties and responsibilities of a FTT or PTT Flagman (see Attachment C).

11. FTT and PTT Flagmen hired before the effective date of this Letter of Understanding (see Attachment D) who has opted into the RTO program, and FTT and PTT Flagmen hired on or after the effective date of this Letter of Understanding must fulfill the duties and responsibilities of the Flagman position description, which include qualification as a RTO.

12. FTT and PTT Flagmen will be scheduled for RTO training at the discretion of the CTA.

13. FTT and PTT Flagmen trained as a RTO must comply with Attachment F of the CBA, "Rail Transit Operator Certification." Specifically, FTT and PTT Flagmen are required to recertify in accordance with Attachment F of the CBA.

14. If a FTT or PTT Flagman is unable to fulfill the duties and responsibilities associated with the Flagman position, including RTO certification and recertification, the employee is subject to administrative separation and will have no recourse to the grievance and arbitration Articles in the CBA.

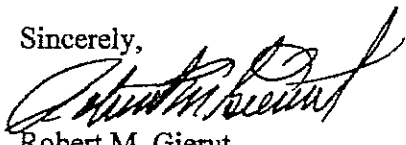
15. When snow removal work is needed of Flagmen, work will be assigned in the following order:

- a. FTT and PTT Flagman who are scheduled to work
- b. PTT Flagman volunteers
- c. FTT Flagman volunteers

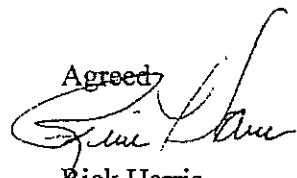
16. The CTA will maintain a record of time worked related to snow events. Upon written request, Local 308 may review the time records pertaining to FTT and PTT Flagman working during snow events.

17. If a FTT or PTT Flagman works over forty (40) hours during a week, the time over forty (40) hours should be paid at time and one-half.
18. This Letter of Understanding does not afford a FTT or PTT Flagman the right to transfer as a temporary or permanent employee to another CTA work location.
19. The CTA is not obligated to fill FTT and PTT Flagman vacancies, and the CTA may fill vacancies with a combination of FTT or PTT Flagmen.
20. A FTT or PTT Flagman is not eligible for the CTA's Area 605 (Attachment D of the CBA), Area 629 or TRTW programs.
21. A FTT or PTT Flagman, who has completed ninety (90) days of continuous service, may participate in the CTA's PPO Plan Option 3.
22. A FTT or PTT Flagman is not entitled to dependent health care coverage.
23. This Letter of Understanding sets forth the entire agreement between the CTA and Local 308 and is the final expression of the agreement between the CTA and Local 308. This Letter of Understanding cannot be contradicted by evidence of any prior or contemporaneous oral statements. This Letter of Understanding may be modified only by written amendment signed by the CTA and Local 308.
24. This Letter of Understanding shall not be effective until it has been executed by each of the signatories listed below. The signatories to this Letter of Understanding indicate that they have reviewed it, and understand the provisions contained herein.

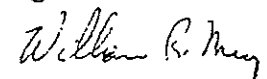
Sincerely,

  
Robert M. Gierut  
Vice President, Employee Relations

Agreed

  
Rick Harris  
President, Local 308

Agreed

  
William R. Mooney Sr.  
Chief Operating Officer

Attachment A  
FULL-TIME AND PART-TIME TEMPORARY FLAGMAN  
PRE-EMPLOYMENT LETTER OF UNDERSTANDING  
Page 1 of 2

The Chicago Transit Authority's ("CTA") mission is to deliver quality, affordable transit services that link people, jobs, and communities. The CTA and the Amalgamated Transit Union, Local 308, ("Local 308") have worked together to develop a Full-time Temporary ("FTT") and Part-time Temporary ("PTT") Flagman program. As a FTT or PTT Flagman for this program, you are required to review and acknowledge the terms and conditions of this program which are listed as follows:

1. The CTA offers no pay or work guarantees or commitment as to the length of time of employment and there is no guarantee of permanent employment.
2. The following are some of the duties and responsibilities of a FTT or PTT Flagman:
  - a. Checks to see that Slow Zones are set up properly;
  - b. Mount the portable track trip according to Standard Operating Procedures and prevailing conditions;
  - c. Stands at track level next to portable track trip in full view of approaching trains;
  - d. Sounds air horn to warn workers when a train approaches within 600 feet of the Slow Zone sign;
  - e. Holds red flag across the track or a red signal lantern if it is dark or in the subway to signal train operator;
  - f. Visually checks the track to verify track is cleared after foreman of work crew signals that workers and equipment have been removed;
  - g. When work area is cleared, removes track trip staff and shows it to the operator. Remove red flag or red lantern from operator's view, and signal to proceed;
  - h. Takes emergency action if a train does not appear to be stopping. Uses air horn or a whistle to warn crew and leave portable trip in the tripping position;
  - i. Notify Control Center regarding portable track trip malfunctions, violations of speed restrictions and any failure to obey signals;
  - j. Maintain awareness of location on track at all times in case it becomes necessary to notify the Control Center to turn the power off;
  - k. Returns Slow Zone area to normal conditions if and when Slow Zone is terminated;
  - l. Returns all equipment as directed;
  - m. Works as required by capital and maintenance projects;
  - n. Performs other duties related to capital and maintenance projects as required, including but not limited to completing documents such as time slips;
  - o. Operates electronic wayside warning devices as required;
  - p. Removes snow and ice from track, switches, walkways and other locations;
  - q. Performs information specialist work;
  - r. Performs public announcements, ensuring train in proper position, and walk through of trains;
  - s. Performs the duties and responsibilities of a Rapid Transit Operator, upon completion of Rapid Transit Operator training.

**FULL-TIME AND PART-TIME TEMPORARY FLAGMAN**  
**PRE-EMPLOYMENT LETTER OF UNDERSTANDING**

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3. Final acceptance into the position is contingent upon you meeting all training, medical and physical requirements, drug and alcohol testing, a background check, and other hiring requisites as determined by the CTA.
4. Should you fail to meet any of the hiring requirements, you shall not be hired.
5. You will be compensated at the Wage and Working Conditions Agreement rate for all training.
6. A FTT or PTT Flagman is required to be a member in good standing with Local 308 or elect fair share.
7. Work schedules (hours, days of the week, and work locations) will be assigned and structured at the sole discretion of CTA.
8. You will be required to wear work attire designated by the CTA. This attire must be purchased through CTA's authorized vendor. Safety shoes are required. Employees are responsible for the cost of all work and safety shoe attire.
9. With one or more years of continuous service, you shall be permitted one week off per year without pay. With two or more years of service, you shall be permitted two weeks off per year without pay. The timing of such absences will depend upon staffing requirements as determined by the CTA.
10. A PTT Flagman's scheduled work hours will not exceed thirty-five (35) hours per week.
11. Straight time hourly pay will be paid for all hours worked unless otherwise required by law.
12. You must pass and maintain Rapid Transit Operator qualification and certification.
13. While working as a FTT or PTT Flagman, you will be compensated at the Flagman rate, which is a rate equal to the classification of Car Servicer. You are subject to bargaining unit progression in accordance with Article 3 of the Wage and Working Conditions Agreement between the CTA and Local 308 ("CBA").
14. While working as a Rapid Transit Operator, you will be compensated at the rate equal to the classification of Rapid Transit Operator. You are subject to bargaining unit progression in accordance with Article 3 of the Wage and Working Conditions Agreement between the CTA and Local 308 ("CBA").
15. The Flagman position is a safety-sensitive position; therefore, you are subject to random drug and alcohol testing as required by Federal Transit Administration regulations, CTA policy and the CBA.

I, \_\_\_\_\_ (print name), acknowledge that a FTT or PTT Flagman is a temporary position subject to the terms and conditions specified in the foregoing paragraphs. My signature below represents a full understanding and acknowledgement of these terms and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Badge No. \_\_\_\_\_

Witnessed: \_\_\_\_\_  
Name & Title \_\_\_\_\_ Date \_\_\_\_\_

Distribution: Original – Employee File Copy – Employee

Attachment B

FULL-TIME AND PART-TIME TEMPORARY FLAGMAN OPT-OUT/OPT-IN LETTER OF UNDERSTANDING

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The Chicago Transit Authority's ("CTA") mission is to deliver quality, affordable transit services that link people, jobs, and communities. The CTA and the Amalgamated Transit Union, Local 308, ("Local 308") have worked together to develop a new Full-time Temporary ("FTT") and Part-time Temporary ("PTT") Flagman program which will afford all FTT or PTT Flagman employees the opportunity to work as a Rapid Transit Operator. Therefore, you must decide whether you will opt into the new program, or remain under the terms and conditions of the previous Pre-Employment Letter of Understanding that you signed. For acceptance into the new FTT or PTT Flagman program, you must review and accept the following terms and conditions:

1. The CTA offers no guarantee or commitment as to the length of time of employment. By working as a FTT or PTT Flagman, there is no guarantee to transition into permanent employment with the CTA.
2. It is understood that as a FTT or PTT Flagman if you opt in, your duties and responsibilities include, but are not limited to the following:
  - a. Checks to see that Slow Zones are set up properly;
  - b. Mount the portable track trip according to Standard Operating Procedures and prevailing conditions;
  - c. Stands at track level next to portable track trip in full view of approaching trains;
  - d. Sounds air horn to warn workers when a train approaches within 600 feet of the Slow Zone sign;
  - e. Holds red flag across the track or a red signal lantern if it is dark or in the subway to signal train operator;
  - f. Visually checks the track to verify track is cleared after foreman of work crew signals that workers and equipment have been removed;
  - g. When work area is cleared, removes track trip staff and shows it to the operator. Remove red flag or red lantern from operator's view, and signal to proceed;
  - h. Takes emergency action if a train does not appear to be stopping. Uses air horn or a whistle to warn crew and leave portable trip in the tripping position;
  - i. Notify Control Center regarding portable track trip malfunctions, violations of speed restrictions and any failure to obey signals;
  - j. Maintain awareness of location on track at all times in case it becomes necessary to notify the Control Center to turn the power off;
  - k. Returns Slow Zone area to normal conditions if and when Slow Zone is terminated;
  - t. Returns all equipment as directed;
  - u. Works as required by capital and maintenance projects;
  - v. Performs other duties related to capital and maintenance projects as required, including but not limited to completing documents such as time slips;
  - l. Operates electronic wayside warning devices as required;
  - m. Removes snow and ice from track, switches, walkways and other locations;
  - n. Performs information specialist work;
  - o. Performs public announcements, ensuring train in proper position, and walk through of trains;
  - p. Performs the duties and responsibilities of a Rapid Transit Operator Performs the duties and responsibilities of a Rapid Transit Operator, upon completion of Rapid Transit Operator training.
3. A FTT or PTT Flagman is required to be a member in good standing with Local 308. If you are not currently a member of Local 308, you will be required to become a member subject to an initiation fee and monthly dues or Fair Share Amount as determined by the Local 308.

FULL-TIME AND PART-TIME TEMPORARY FLAGMAN OPT-OUT LETTER OF UNDERSTANDING

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4. Work schedules (hours, days of the week, and work locations) will be assigned and structured at the sole discretion of CTA. A FTT or PTT Flagman will not be able to exercise any picking rights at any time.
5. You will be required to wear work attire designated by the CTA. This attire must be purchased through CTA's authorized vendor. Safety shoes are also required. Employees are responsible for the cost of all work and shoe attire.
6. A FTT or PTT Flagman has no minimum guarantees. A FTT or PTT Flagman, who works five (5) or more hours, will be entitled to an unpaid, thirty minute lunch break as determined by the CTA. Unless required by law, you are ineligible for compensation or benefits for holidays, shift premium, spread time, uniform/work clothing/shoe allowance, vacation, or sick pay.
7. You are not eligible for any paid time off, including, without limitation, holidays, floating holidays, vacations, and personal leave time. With one or more years of service, you shall be permitted one week off per year without pay. With two or more years of service, you shall be permitted two weeks off per year without pay. The timing of such absences will depend upon staffing requirements as determined by the CTA.
8. A PTT Flagman's total work hours will not exceed thirty-five (35) hours per week.
9. A FTT or PTT Flagman will have no minimum work guarantees.
10. Straight time will be paid for all hours worked unless otherwise required by law.
11. As a FTT or PTT Flagman, you must maintain an appropriate work record. Additionally, you will be required to serve a five (5) month probationary period during which you will have no recourse to the grievance or arbitration procedure in the event of termination.
12. You must maintain Rapid Transit Operator qualification and certification.
13. While working as a FTT or PTT Flagman, you will be compensated at the Flagman rate, which is a rate equal to the classification of Car Servicer. You are subject to bargaining unit progression in accordance with Article 3 of the Wage and Working Conditions Agreement between the CTA and Local 308 ("CBA").
14. While working as a Rapid Transit Operator, you will be compensated at the rate equal to the classification of Rapid Transit Operator. You are subject to bargaining unit progression in accordance with Article 3 of the Wage and Working Conditions Agreement between the CTA and Local 308 ("CBA").
15. You understand that the Flagman position is a safety-sensitive position; therefore, you are subject to random drug and alcohol testing as required by federal regulations, CTA policy and the CBA.

I, \_\_\_\_\_ (print name), acknowledge that a FTT or PTT Flagman is a temporary position subject to the terms and conditions specified in the foregoing paragraphs. My signature below represents a full understanding and acknowledgement of these terms and conditions.

Check one:

☐ I accept the terms and conditions of the new FTT or PTT Flagman program; therefore, I will be required to comply with all aspects of the Letter of Understanding Pertaining to Flagmen that are also outlined in this Full-Time and Part-Time Temporary Flagman Opt-Out/Opt-In Letter of Understanding.

☐ I do **NOT** accept the terms and conditions of the new FTT or PTT Flagman program; therefore, I will be required to comply with all aspects of the previous Employment Waiver- Employee Acknowledgement and Understanding that I signed.

Badge No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witnessed: \_\_\_\_\_

	Name & Title _____	Date _____
Distribution:	Original – Employee File	Copy – Employee