

Wage and Working Conditions Agreement

Between the Chicago Transit Authority and the
International Union of Painters and Allied Trades,
District Council 14



Effective January 1, 2012 through December 31, 2016



**CHICAGO TRANSIT AUTHORITY -
PAINTERS DISTRICT COUNCIL 14**

TABLE OF CONTENTS

| <u>SECTION</u> | <u>PAGE</u> |
|--|-------------|
| ARTICLE I - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY..... | 1 |
| 1.1 UNION RECOGNITION AND SCOPE..... | 1 |
| 1.2 MEMBERSHIP..... | 1 |
| 1.3 CHECKOFF..... | 1 |
| 1.4 UNION STEWARDS/REPRESENTATIVES..... | 1 |
| 1.5 NON-INTERFERENCE CLAUSE..... | 2 |
| 1.6 NO STRIKE - NO LOCKOUT..... | 2 |
| 1.7 EQUAL EMPLOYMENT OPPORTUNITY..... | 2 |
| 1.8 COPIES OF AGREEMENT..... | 3 |
| 1.9 LAYOFF..... | 3 |
| 1.10 UNION-MANAGEMENT COMMITTEE..... | 3 |
| 1.11 RETURN TO FORMER CLASSIFICATION..... | 3 |
| ARTICLE II - CLASSIFICATIONS, WAGE RATES, OVERTIME RATES AND WORKING RULES..... | 3 |
| 2.1 WAGE RATES..... | 3 |
| 2.2 PROGRESSION RATES..... | 4 |
| 2.3 TEMPORARY EMPLOYEES..... | 5 |
| 2.4 APPRENTICESHIPS..... | 6 |
| 2.5 HOURS OF WORK..... | 7 |
| 2.7 EMERGENCY WORK..... | 9 |
| 2.8 INSTRUCTION PREMIUM..... | 10 |
| 2.9 OVERTIME PAY FOR SALARIED EMPLOYEES..... | 10 |

| | | |
|------|---|-----------|
| 2.10 | GROUP LEADER..... | 10 |
| 2.11 | ACTING SUPERVISOR AND ACTING FOREMAN..... | 10 |
| 2.12 | WASH AND DRESS PERIOD..... | 10 |
| 2.13 | MILEAGE ALLOWANCE..... | 10 |
| 2.14 | TOOL REPLACEMENT..... | 11 |
| 2.15 | FUNERAL ALLOWANCE..... | 11 |
| 2.16 | JURY DUTY..... | 11 |
| 2.17 | STATE SERVICE..... | 12 |
| 2.18 | LEAVE OF ABSENCE..... | 12 |
| 2.19 | TEST SCORES..... | 12 |
| 2.20 | DRUG AND ALCOHOL TESTING, EMPLOYEE ASSISTANCE PROGRAM..... | 12 |
| 2.21 | FOREMAN ISSUE..... | 13 |
| 2.22 | PROBATIONARY PERIOD..... | 13 |
| 2.23 | PROMOTIONS..... | 13 |
| 2.24 | PAYCHECKS..... | 13 |
| | ARTICLE III – HOLIDAYS..... | 13 |
| 3.1 | PAID HOLIDAYS..... | 13 |
| 3.2 | HOLIDAY WAITING PERIOD..... | 14 |
| 3.3 | MARTIN LUTHER KING, JR. HOLIDAY..... | 14 |
| 3.4 | VETERANS DAY HOLIDAY..... | 14 |
| 3.5 | SICKNESS BENEFITS INTERACTION..... | 14 |
| 3.6 | VACATION PERIOD CONFLICT..... | 14 |
| 3.7 | PAY BASIS..... | 14 |
| 3.8 | HOLIDAY ELIGIBILITY..... | 15 |
| | ARTICLE IV – VACATIONS..... | 15 |

| | | |
|--------|--|----|
| 4.1 | VACATION PLAN REQUIREMENT..... | 15 |
| 4.2 | VACATION ENTITLEMENT..... | 15 |
| 4.3 | VACATION PICK..... | 15 |
| 4.4 | NON-CUMULATIVE VACATION..... | 15 |
| 4.5 | BREAKS IN SERVICE..... | 15 |
| 4.6 | 200 DAY REQUIREMENT..... | 16 |
| 4.7 | PAY BASIS..... | 16 |
| 4.8 | VACATION FORMULA..... | 16 |
| 4.9 | PRORATION FORMULA..... | 17 |
| 4.10 | ALLOWANCES IN LIEU OF EARNED VACATION, TERMINATION OF EMPLOYMENT OR SICKNESS..... | 17 |
| 4.11 | ALLOWANCE IN LIEU OF EARNED VACATION, DEATH..... | 18 |
| 4.12 | PRO-RATED ALLOWANCE, MILITARY SERVICE, RETIREMENT OR DEATH..... | 18 |
| 4.13 | RANDOM VACATION DAYS..... | 18 |
| 4.14 | VACATION PAY ADVANCE..... | 19 |
| 4.15 | EMERGENCY VACATION..... | 19 |
| 4.16 | VOLUNTARY UNPAID TIME OFF..... | 19 |
| | ARTICLE V - INSURANCE AND SICKNESS BENEFITS..... | 19 |
| 5.1 | COVERAGE..... | 19 |
| 5.2 | LIFE..... | 19 |
| 5.3 | ACCIDENT AND SICKNESS..... | 19 |
| 5.4(A) | COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS..... | 20 |
| 5.4(B) | SUPPLEMENTAL ACCIDENT BENEFITS..... | 22 |
| 5.4(C) | GROUP DRUG EXPENSE..... | 23 |
| 5.4(D) | MAIL ORDER PLAN..... | 24 |

| | |
|---|----|
| 5.4(E) EMPLOYEE PREMIUM DEDUCTION – PPO..... | 24 |
| 5.5(A) DENTAL PLAN..... | 26 |
| 5.5(B) CASH DEDUCTIBLE..... | 27 |
| 5.5(C) PREVENTIVE SERVICES AND SUPPLIES..... | 27 |
| 5.5(D) DIAGNOSTIC AND THERAPEUTIC SERVICES..... | 27 |
| 5.5(E) RESTORATIVE SERVICES AND SUPPLIES..... | 28 |
| 5.5(F) PROSTHETIC SERVICES AND SUPPLIES..... | 28 |
| 5.5(G) NOT COVERED..... | 28 |
| 5.6 VISION CARE PLAN..... | 29 |
| 5.7(A) HEALTH MAINTENANCE ORGANIZATIONS – HMOs..... | 29 |
| 5.7(B) EMPLOYEE PREMIUM DEDUCTIONS – HMOs..... | 31 |
| 5.8 DENTAL MAINTENANCE ORGANIZATIONS – DMO's..... | 31 |
| 5.9 PRE-TAX EMPLOYEE CONTRIBUTIONS..... | 31 |
| 5.10 DEPENDENTS..... | 31 |
| 5.11 ACTIVE EMPLOYMENT REQUIREMENT..... | 31 |
| 5.12 TERMINATION OF INSURANCE..... | 32 |
| 5.13 PLACING OF INSURANCE..... | 32 |
| 5.14 7-DAY SICK PAY..... | 32 |
| 5.15 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT..... | 32 |
| 5.16 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM..... | 32 |
| 5.17 THIRD PHYSICIAN DETERMINATION..... | 32 |
| 5.18 RULES..... | 33 |
| 5.19 SUBROGATION..... | 33 |
| ARTICLE VI - RETIREMENT AND DISABILITY ALLOWANCE..... | 33 |
| ARTICLE VII - RETIREE HEALTH CARE TRUST..... | 33 |

| | |
|--|-----------|
| ARTICLE VIII – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS..... | 33 |
| 8.1 PURPOSE..... | 33 |
| 8.2 GRIEVANCE..... | 34 |
| 8.3 PROCEDURE..... | 34 |
| 8.4 ARBITRATION..... | 34 |
| 8.5 THE SELECTION OF THE ARBITRATOR..... | 34 |
| 8.6 DECISION..... | 35 |
| 8.7 TIME LIMITS..... | 35 |
| 8.8 EXPENSES..... | 35 |
| 8.9 DISCHARGE CASES..... | 35 |
| ARTICLE IX - TERM OF AGREEMENT..... | 35 |
| 9.1 TERM OF AGREEMENT..... | 35 |
| 9.2 SOLE AGREEMENT..... | 35 |
| SIGNATURE PAGE..... | 36 |

ATTACHMENTS

| <u>SECTION</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| Attachment A: | Fair Share Memorandum of Understanding | A-1 |
| Attachment B: | Reserved | B-1 |
| Attachment C: | Affirmative Action | C-1 |
| Attachment D: | Wage Rate Schedules | D-1 |
| Attachment E: | Apprentice Selection | E-1 |
| Attachment F: | Reserved | F-1 |
| Attachment G: | Drug and Alcohol Testing Agreement | |
| | • Safety Sensitive | G-1 |
| | • Non-Safety Sensitive* | G-1 |
| Attachment H: | Employee Assistance Program | H-1 |
| | A. Services | H-1 |
| | B. Participation | H-2 |
| | 1. Volunteers | H-2 |
| | 2. First Time Rule Violators | H-2 |
| | 3. Independent Treatment Services | H-3 |
| | C. Treatment Programs | H-3 |
| | D. Restrictions | H-7 |
| | E.1 Return to Former Classification | H-7 |
| | E.2 EAP Participants who do not Desire to Return to Former Safety Sensitive Position | H-8 |
| | F. Bridging of the Work Record | H-9 |
| | G. Program Adherence | H-9 |
| | H. Administration of the Employee Assistance Program | H-11 |
| | I. Hiring of Former Part-Time Employees | H-11 |
| | J. Effective Date | H-11 |
| | K. Grievance/Arbitration Procedure | H-11 |
| | Attachment H Appendix | H-12 |

EXHIBITS

| | | |
|-------------|-----------------|---|
| Exhibit A - | Sole Agreements | I |
|-------------|-----------------|---|

* Attachment G, Non-Safety Sensitive Policy is subject to revision

THIS AGREEMENT, made and executed in duplicate as of the 1st day of January, 2012 by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter, the "Authority"), and PAINTERS DISTRICT COUNCIL 14 (hereinafter, the "Union"),

WITNESSES:

ARTICLE I - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY

1.1 UNION RECOGNITION AND SCOPE The Authority recognizes the Union as the sole and exclusive bargaining agent for all of its employees included in the classifications listed in Attachment D, excluding Superintendents, Assistant Superintendents and all other supervisory employees, except those employees included in the classification of Paint Shop Foreman and Acting Painter Foreman, with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and also excluding all those employees doing office or clerical work, confidential employees, professional employees, and all other employees in classifications other than above specifically set forth. It is expressly understood and agreed that the terms and provisions of this Agreement shall not cover any employee for whom any other labor organization is the proper bargaining agent.

1.2 MEMBERSHIP All employees covered by this Agreement shall, as a condition of continued employment with the Authority, become members of the Union commencing thirty (30) days after the effective date of this Agreement or commencing thirty (30) days after their date of hire. Notwithstanding the foregoing, nothing in this Section shall inhibit or interfere with the fair share rights and obligations of the employees as set forth in the Illinois Public Labor Relations Act and as detailed in the Fair Share Memorandum of Understanding between the parties which is incorporated by reference herein as Attachment A.

1.3 CHECKOFF The Authority, for the duration of this Agreement between the parties, agrees to deduct monthly from the pay of each employee member of the Union covered by this Agreement the Union dues for the following month. The Authority further agrees, upon receipt of notice in writing from the Union, to deduct the amount or amounts of such fines and assessments of any kind as may be levied by the Union against any employee member of the Union covered by this Agreement from the pay of such employee, and also the initiation fee of any new employee member of the Union covered by this Agreement. The Authority agrees to remit the deduction for dues once each month and all other deductions promptly to the proper officer of the Union.

Commencing within thirty (30) days of 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. Nothing in this Section shall inhibit or interfere with the rights and obligations of employees, including the employee's right of revoking authorization as prescribed by applicable law.

1.4 UNION STEWARDS/REPRESENTATIVES The Union will advise the Employer in writing, of the names of no more than two (2) Stewards at each shop and shall

notify the Employer promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, with pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their Manager or his designee in advance of their intention to handle and process grievances.

Duly authorized business representatives of the Union will be permitted access to CTA property. These business representatives will be identified to the General Manager, and on each occasion will first secure the approval of the General Manager or his designee to enter and conduct their business so as not to interfere with the operations of the CTA. The Union will not abuse this privilege, and such right to entry shall at all times be subject to general CTA rules applicable to non-employees.

1.5 NON-INTERFERENCE CLAUSE The Authority shall be at liberty at all times during the existence of this Agreement and subject to the provisions hereof, to operate its property according to its best judgment and the orders of lawful authority.

The Union agrees that it will in no way interfere with or limit the right of the Authority to discharge or discipline its employees where sufficient cause can be shown. The Authority will not discriminate against any employee because of his membership in the Union or because he is serving as a representative of the Union. Where an employee feels he has been unfairly dealt with, he may resort to the grievance procedure.

It is expressly agreed that all rights and powers of management are retained by, reserved to, and exclusively vested in the Authority, including but not limited to the right to plan, direct, curtail, determine and control the employer's operations, hire, suspend, discipline or discharge for proper cause, layoff, transfer, to promote efficiency, to contract or subcontract and all rights customarily exercised by an employer, except as may be specifically limited by this Agreement, are vested in the Authority. The Authority and the Union expressly reserve their rights under this Agreement as set forth in Section 4 of the Illinois Public Labor Relations Act. No such right shall be exercised in a manner inconsistent with or contrary to the provisions of this Agreement or the law.

1.6 NO STRIKE - NO LOCKOUT The Union undertakes and agrees that it will not countenance or permit suspension of work or strikes by employees covered by this Agreement and that such employees will not suspend their regular work or fail to perform their regular duties to and for the Authority or engage in any sympathetic strike while in the employ of the Authority during the term of this Agreement or any extension thereof. The Authority likewise agrees that it will not lock out the employees covered by this Agreement while they are in the employ of the Authority during the term of this Agreement or any extension thereof.

1.7 EQUAL EMPLOYMENT OPPORTUNITY The Union and the Authority agree that there shall be no discrimination in hiring, promotions or other aspects of employment because of race, color, creed, national origin, age or sex and that ability, with consideration of seniority, shall apply to any promotion of employees in the classifications covered by this Agreement. (See also, Attachment C, attached hereto and incorporated by reference herein).

1.8 COPIES OF AGREEMENT The Authority will provide the Union with six (6) copies of this Memo of Agreement after its approval by all parties and with six (6) copies of a fully integrated Wages and Working Conditions Agreement between the Authority and each individual union after such Agreement is drafted, approved and executed by the Authority and the individual union.

1.9 LAYOFF During the term of this Agreement there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, 2012 had one (1) or more years of continuous service.

1.10 UNION-MANAGEMENT COMMITTEE A Union-Management committee will meet and confer on issues concerning innovative work practices, such as self-directed work units, and other matters of mutual interest. Each Union in the coalition is entitled to have a representative/business agent on the committee. If Union and Management so agree, limited pilot programs may be introduced during the term of this Agreement.

The Authority and the Coalition understand and agree that on account of the current economic climate, the parties must increase the efficiency in which their work is performed, so as to reduce costs as much as possible and to preserve the jobs of current employees who are covered by this Agreement. Accordingly, the parties agree to utilize the union-management committee for the purpose of agreeing to reduce redundancies in the performance of work for the Authority and to increase the efficiency of work crews. The committee will meet in order to identify areas where members of one Union periodically may perform certain duties which may historically be performed by members of another Union, and shall implement any such changes as may be mutually agreed to by the Authority and the affected Unions.

1.11 RETURN TO FORMER CLASSIFICATION The Authority has the right to return a bargaining unit employee to his/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/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 year after returning to his/her former position.

ARTICLE II - CLASSIFICATIONS, WAGE RATES, OVERTIME RATES AND WORKING RULES

2.1 WAGE RATES

A. Except as provided below, the wage rates for employees covered by this Agreement shall be increased by two (2.00) percent effective July 1, 2012, by one quarter (0.25) percent effective January 1, 2013, by one and one half (1.50) percent effective July 1, 2013, by one and three quarters (1.75) percent effective January 1, 2014, by one and one quarter (1.25) percent effective July 1, 2014, by one and three quarters (1.75) percent effective January 1, 2015, and by one and three quarters (1.75) percent effective July 1, 2015.

B. Effective January 1, 2012 employees in the classifications of Painter Foreman and Painter/Sign and Display Painter shall receive the hourly rate being paid to crafts or

job classifications doing similar kinds of work in Cook County pursuant to the formula currently in use by the United States Department of Labor in administering the Davis-Bacon Act. Also effective January 1, 2012 employees in the classifications of Painter Apprentice (hired or transferring into the bargaining unit on or after September 26, 1990), Painter Apprentice (in the bargaining unit prior to September 20, 1990), Paint Shop Unit Preparer, and Facilities Painter Preparer shall receive the applicable percentage of the prevailing rate of the Journeymen Painter/Sign and Display Painter.

C. Effective on July 1 of each year of this Agreement beginning in 2012 the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 2.1.B above. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. Except as provided in Section 2.1 B above the Employer will not adjust said wage rates more than one time in any calendar year. The Chief Executive Officer of the Union shall annually certify to the Chicago Transit Authority the adjustment, if any, to the above referenced hourly wage rates to be made on each July 1 during the term of this Agreement. Upon request of the Chicago Transit Authority, the Union shall provide reasonable evidence to support such certification.

D. The Wage Rate Schedules for all employees covered by this Agreement for the period commencing January 1, 2012 are attached hereto as Attachment D and are incorporated by reference herein.

2.2 PROGRESSION RATES

A. All employees hired by the Authority or transferring into the bargaining unit as apprentices shall be paid in accordance with the following percentage progression scale applied to the actual rate of "Journeyman" during the first forty-eight (48) months of employment in the bargaining unit:

| | | |
|------------|----------|---|
| First | 6 months | 65% of the actual paid rate for Journeymen |
| Second | 6 months | 68% of the actual paid rate for Journeymen |
| Third | 6 months | 70% of the actual paid rate for Journeymen |
| Fourth | 6 months | 75% of the actual paid rate for Journeymen |
| Fifth | 6 months | 80% of the actual paid rate for Journeymen |
| Sixth | 6 months | 85% of the actual paid rate for Journeymen |
| Seventh | 6 months | 90% of the actual paid rate for Journeymen |
| Eighth | 6 months | 95% of the actual paid rate for Journeymen |
| Thereafter | | 100% of the actual paid rate for Journeymen |

B. All employees hired by the Authority or transferring into the bargaining unit on or after September 26, 1990 as apprentices shall be paid in accordance with the following percentage progression scale applied to the actual paid rate of "Journeyman" during the first forty-eight (48) months of employment in the bargaining unit:

| | | |
|------------|-----------|---|
| First | 12 months | 65% of the actual paid rate for Journeymen |
| Second | 12 months | 70% of the actual paid rate for Journeymen |
| Third | 12 months | 80% of the actual paid rate for Journeymen |
| Fourth | 12 months | 85% of the actual paid rate for Journeymen |
| Thereafter | | 100% of the actual paid rate for Journeymen |

C. Effective September 14, 1982, all employees hired or transferred into the job classifications of Paint Shop Unit Preparer and Facilities Painter Preparer will be paid as specified below:

| | | |
|------------|----------|--|
| First | 6 months | 65% of the actual paid rate for Journeymen |
| Thereafter | | 75% of the actual paid rate for Journeymen |

2.3 TEMPORARY EMPLOYEES The Authority will be permitted to hire full-time temporary employees in accordance with the provisions set forth below:

A. The Authority will provide the Union with notice that temporary help is required and referrals submitted by the Union will be considered with applicants from other sources with due consideration for their qualifications and abilities, and for the Authority's affirmative action goals.

B. Notwithstanding the foregoing, fifty percent (50%) of open full-time temporary employee positions will be reserved for Union-referred applicants, subject to the following conditions:

1. The Union must submit a sufficient number of referred applicants with required qualifications and abilities and the applicants shall be a mix of races and genders which allows the Authority to meet its affirmative action commitments.

2. In making referrals, the Union shall not limit referrals to, or discriminate in favor of, applicants who are union members. The referral process shall be open to applicants who are not members of the Union.

3. In making referrals, the Union shall not discriminate against any member of a protected minority or gender, and shall not reject any applicant for referral submitted to it by any source if the applicant meets non-discriminatory Union standards uniformly applied to all applicants.

4. The right of final selection for any full-time temporary position remains vested in the Authority.

C. Temporary employees will be covered under the sections of the Agreement dealing with the probationary period, Union membership, Union representation, grievance procedure, and arbitration.

D. Full-time temporary employees will be subject to a ninety working day probationary period upon hiring as full-time temporary employees, and will not be subject to an additional probationary period if hired as full-time permanent employees.

E. All full-time temporary employees will be required to become members of the Union or elect fair-share status within 30 days of employment.

F. Temporary employees will not accrue seniority.

G. Temporary employees may not work more than 40 hours per week, Monday through Friday. No temporary employees will be assigned to work any "shift work" until all qualified full-time employees in that group have been offered the opportunity to perform the "shift work."

H. The Authority will be permitted to utilize temporary employees for a period of up to a maximum of six (6) months, at which time the situation would be reviewed between the Authority and the Union as to whether the temporary employee will be permitted to continue as a temporary employee. Temporary employees who work more than six (6) consecutive months will be considered to be full-time employees with all rights and benefits accruing thereto.

I. Temporary employees will be paid at the same hourly wage rates as full-time employees, subject to the hiring progression and cost-of-living escalation, if any. For purposes of applying the hiring progression to temporary employees, 173.3 hours worked will be credited as one month.

J. Temporary employees will be paid for all time during which they are required by CTA to perform any duties. Temporary employees will not be eligible for time or pay guarantees or for penalty pay provisions.

K. Temporary employees will not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as required by law.

L. When hiring temporary employees, the Authority must inform said employee that no benefits, other than wages, will be paid on the said employee's behalf, and a signed acknowledgment, by the temporary employee, of the above facts, will be sent to the Union for its files.

M. Temporary employees may be allowed first preference in bidding on permanent vacancies in the Union, provided, however, that the contractual provisions with respect to Apprentices and "Helper" classifications will remain unchanged. It is further understood that the present procedure regarding employees transferring from one location to another will not be changed by this provision.

N. No full-time employee in the bargaining unit will be laid off to hire temporary employees. No full-time employee will be laid off until all temporary employees in the same job classification have been laid off.

2.4 APPRENTICESHIPS

A. The apprenticeship shall be for four (4) years with a wage scale as specified above. An apprentice who has completed forty-two (42) months or more in his

classification may be promoted to "Journeyman" should a vacancy exist in the classification of "Journeyman."

B. A provision concerning Apprentice Selection for the period beginning March 25, 1988, is attached hereto as Attachment E and is incorporated by reference herein.

2.5 HOURS OF WORK

A. Bus and Rail Shops The hours of the regular work day for all employees at the Bus Heavy Maintenance Shop (South Shops) and the Rail Car Heavy Maintenance Shop (Skokie Shops) shall be from 0700 hours to 1530 hours with one-half (1/2) hour for an unpaid lunch, and the regular work week shall be from Monday through Friday, inclusive. Time and one-half (1 ½) the straight time hourly rate shall be paid for all time worked in excess of eight (8) hours per day from Monday through Friday and for all time worked on Saturday and Sunday. Double time shall be paid for work done on the days celebrated for the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day.

B. System Maintenance Department For employees of the Bus and Rail System Maintenance Departments, the hours of the regular work day shall be from 0700 to 1530 hours with one-half (1/2) hour for an unpaid lunch, and the regular work week shall be from Monday through Friday, inclusive. Time and one half (1 ½) shall be paid for all time worked outside the regular hours of the work day or work week by employees assigned to the System Maintenance Department. Double time shall be paid for Sunday, emergency work, and work done on the days celebrated for the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the scheduled work day preceding Christmas and Christmas Day.

C. Alternate Schedules

1. Employees hired in the System Maintenance Department after March 25, 1988, may be required to work outside of the hours of the regular work days and/or the days of the regular work week upon one month's notice to the Union and the employees affected.

2. In no event will the alterations affect more than the number of employees listed in subparagraph 8 below, nor will the hours and days of the week differ from those listed.

3. In every case, the alternate hours and days will be in effect for full week increments.

4. Overtime provisions of the Agreement will apply as if the alternate schedules were the regular schedules of the employees affected.

5. Nothing herein requires the Authority to institute alternate schedules nor prevents the Authority from restoring the regular schedules with one week's notice to the Unions and employees affected.

6. Nothing herein alters current individual agreements or practices regarding shift work performed by employees on the payroll as of the date of ratification of this Agreement.

7. No employee hired prior to March 25, 1988, will be required to work an alternate schedule. Employees hired prior to March 25, 1988, may volunteer to work the alternate schedules under the conditions set forth above and in subparagraph 8 below. Such volunteers will be assigned to alternate schedules in seniority order prior to the assignment of new employees to the alternate schedule.

8. The alternate schedules for up to fifteen (15) Painters (new employees and volunteers only) will be 2200 to 0630, Monday through Friday.

D. Tuesday Through Saturday Work Week All employees hired on or after January 1, 2002, will be required at the option of the Authority with thirty (30) days written notice given to the Union and the Employee to work six (6) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday workweek at straight time with two (2) consecutive days off.

All employees hired prior to January 1, 2002 will be required at the option of the Authority with thirty (30) days written notice given to the Union and Employee to work three (3) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday workweek at straight time with two (2) consecutive days off.

E. Effective January 1, 2012, Employees may be required at the option of the Authority with thirty (30) days written notice given to the Union and Employee to have flexible start times (two (2) hours before or after the current 0700 start time) for a period of three (3) consecutive months.

F. Effective January 1, 2012, upon thirty (30) days written notice given to the Union and any affected Employees, all employees may be required at the option of the Authority to work an eight (8) hour shift at straight time with start times beginning during a 1530--2330 window period ("evening shift"), or beginning during a 2330--0700 window period ("night shift"). The Union and the affected employees also shall receive thirty (30) days written notice as to when the employees are to return to their former shift. It is understood that if this thirty (30) day notice is provided to the Union and the employees in the work unit, no additional notice is required to be given to any employee who thereafter may be assigned temporarily to that shift for five (5) or more consecutive days to fill in for an employee due to his absence. Employees whose shift starts during the 1530--2330 evening window period will receive a ten (10%) percent shift differential for all hours worked during such times. Employees whose shift starts during the 2330--0700 night window period will receive a fifteen (15%) percent shift differential for all hours worked during such times. An employee whose shift starts during the 1530—2330 evening window period, and ends during the 2330—0700 night window period will receive the shift

differential corresponding to the window period during which the majority of his or her hours are worked. In the event that a shift contains equal numbers of hours applicable to both window periods, the higher shift differential shall apply to all hours worked in that schedule. Additionally, an employee whose shift starts prior to the evening shift window period, or whose shift starts during the night shift period and extends into the day shift, shall receive the appropriate shift differential for all hours worked on that shift if at least 50% of the employee's shift is worked during the evening or night window period as the case may be. Notwithstanding the foregoing, it is understood that existing shifts which start between 0500 and 1000 shall be considered as regular "day shifts" and employees working such shifts shall not be entitled to receive a shift differential. The schedule will be consistent over five (5) workdays with two (2) consecutive days off (the midnight shift working Sunday through Thursday and the afternoon shift Monday through Friday). Where applicable, employees on existing schedules which provide for Saturday and Sunday day, evening and night shift coverage at straight time rates of pay shall receive a 10% shift differential for work performed on the Saturday and Sunday day and evening shift, and a 15% shift differential for night shift work.

It is understood that in assigning employees to shifts in this Section, the Authority shall first solicit volunteers for such shifts who are qualified to perform the work by order of seniority, and in the event an insufficient number of employees agree to select such shifts, the Authority will assign qualified employees to said shifts by reverse order of seniority.

2.6 OVERTIME

A. The Authority will make every reasonable effort to distribute overtime work equally among employees in their respective classifications and departments in accordance with seniority. The Authority agrees to give the employees concerned as much notice of scheduled overtime work as is reasonably possible. The Authority further agrees to make available to the Union a record of such overtime work for examination by the Union representative.

Should an employee refuse to work an overtime assignment, he shall be charged, for overtime record purposes, the time worked by other employees to complete the overtime assignment.

B. In order to qualify for overtime for his/her day off, an employee must have worked his/her scheduled 40 hours during the work week except if the employee is absent for funeral leave, vacation, holiday, jury duty, injury on duty, military leave or an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated.

2.7 EMERGENCY WORK

A. When an employee is called out for emergency work, he shall be paid no less than a minimum of two (2) hours at the applicable overtime rate of his regular permanent classified rate; except that, when emergency work runs into the normal work day period, the rate of pay during the regular work period shall be at the employee's straight time rate.

B. When an off-duty foreman is called and asked to call out three (3) or more employees to perform emergency work, he shall be compensated one (1) hour at the applicable overtime rate.

2.8 INSTRUCTION PREMIUM Craft Journeymen or Journeyman Leaders will be paid \$2.00 while conducting formal class instruction for craft apprentices or other craft classified personnel for four (4) hours or less and \$4.00 for more than four (4) hours in one day. The maximum compensation in any one (1) day shall be \$4.00.

2.9 OVERTIME PAY FOR SALARIED EMPLOYEES Overtime pay for all salaried employees in this unit, who are paid on a bi-weekly basis, shall be computed by multiplying the monthly rate by 12 and dividing the result by 52×40 and then multiplying the result by the applicable overtime rate.

2.10 GROUP LEADER Each employee assigned as Painter and Finisher Class 'A' Leader of a working group shall, while working in and with such group, receive twenty cents (\$.20) per hour in excess of the classified rate for Painter and Finisher Class 'A'. The need for employees in the classification of Painter Leader will be determined by the Authority. An employee assigned as a Painter Leader of a working group will be paid the applicable Painter Leader rate, while working in and with such group for four (4) or more hours of a regular work day.

2.11 ACTING SUPERVISOR AND ACTING FOREMAN

A. Paint Shop Foremen, when assigned to the position of Acting Supervisor and while working in such capacity, shall receive fifty cents (\$.50) per hour in excess of the classified rate for Paint Shop Foreman. The assignment of a foreman to a classification of Acting Supervisor shall be determined by the Authority.

B. An employee assigned as an Acting Painter Foreman for four (4) or more hours of a regular work day will be paid the applicable Acting Foreman rate.

C. If an employee assigned as an Acting Foreman remains assigned to that position for a period exceeding ninety consecutive calendar days, the employee will be compensated at the rate of the Foreman he or she is replacing for the ninety-first and subsequent consecutive days of work in the Acting Foreman position. The employee's assignment, however, will still be that of Acting Foreman during any such period, and the employee will return to his or her regular duties and rate of pay when the permanent foreman returns to the position.

2.12 WASH AND DRESS PERIOD Employees shall be allowed a period of ten (10) minutes with pay to wash and dress immediately prior to the completion of a day's work.

2.13 MILEAGE ALLOWANCE Employees of the Maintenance Department, properly authorized to use their automobile for company business, shall receive the Internal Revenue Service standard business mileage rate.

An employee authorized to use his automobile for conducting business of the Authority shall be required to carry Automobile Liability and Property Damage Insurance with a maximum

limit of \$50,000/\$100,000 Public Liability and \$10,000 Property Damage to protect the Authority while the employee is conducting business of the Authority in his personal automobile.

2.14 TOOL REPLACEMENT The Authority shall be responsible for replacing an employee's personal tools, which he is required by the Authority to furnish for himself, if such personal tools are lost due to proven theft or by fire. This responsibility shall be limited to proven theft or loss by fire of a complete set of tools or a major portion thereof in excess of \$50.00. This is not a \$50.00 deductible clause. The Authority's liability shall not, however, exceed the actual cost of the tools stolen or lost by fire. Employees shall cooperate in safeguarding their personal tools.

For employees to be covered under this Section, it is understood that each employee must furnish the Authority with a complete inventory of his personal tools, which he is required by the Authority to furnish for himself, subject to verification by the Authority and must keep such inventory current. The employee shall retain a copy of such inventory for his own protection.

Personal tools lost due to proven theft or fire shall be replaced or the employee be reimbursed therefor within thirty (30) days of the date the employee submits a complete and accurate proof of loss.

2.15 FUNERAL ALLOWANCE Hourly rated employees shall be entitled to a maximum of three (3) consecutive scheduled work days off with eight (8) hours' pay each day at their regular permanent classified rate to attend the funeral and handle personal matters resulting from the death in the immediate family of the employee, consisting of father, mother, spouse or child.

Hourly rated employees shall be entitled to two (2) consecutive scheduled work days off with eight (8) hours' pay at their regular permanent classified rate to attend the funeral of their brother, sister, father-in-law or mother-in-law.

No payment will be made for time lost on holidays, scheduled days off, during vacation, leaves of absence or periods when sick benefits occur. No pay allowance shall be granted in a case when, because of distance or other cause, the employee does not attend the funeral.

2.16 JURY DUTY An employee must present the Notice of Jury Service to his immediate supervisor prior to the date of appearing for jury duty. Hourly rated employees forced off work due to being summoned for jury duty will be paid by the Authority the amount they would have earned less the fee received for jury service. The payment by the Authority will be issued on the employee's regular pay day. The employee must furnish the Authority the form provided by the Jury Commission indicating days served on jury on the first work day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within 14 working days, the compensation provided by the Authority shall be deducted from his next regular pay check. Any overpayment of compensation provided by the Authority resulting from days excused from jury service will be deducted from the employee's regular pay check. No employee will perform work on a day when he has reported for jury duty, except in cases of emergency. When an employee serves on the jury on a scheduled day off, the jury allowance shall not be paid. No jury duty allowance will be paid to

an employee absent from work due to sickness or injury, during an employee's vacation period or on days excused by the Jury Commission. The employee will retain transportation fees provided by the Jury Commission.

2.17 STATE SERVICE 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 for all scheduled work time lost.

2.18 LEAVE OF ABSENCE Leave of absence shall be granted for reasons other than illness or injury, except for self-employment or employment elsewhere, for a period not to exceed 60 days, upon application of the employee and approval of the Authority. This leave may be granted in cases where the employee can be excused from work, and there are employees capable of doing his work. Extensions of such leave may not be authorized unless justified by unusual occurrences. Company service credit shall continue and accumulate during periods covered by an approved leave of absence.

A member of the Local Union who is appointed or elected to a full time Union position in the Local Union requiring his absence from the Authority's employment, shall upon returning to the Authority from his full time union position be placed in his former position at the Authority without loss of seniority.

2.19 TEST SCORES The Authority shall allow one designated officer of the Union to check the accuracy of test scores when requested by an employee who has applied for a job vacancy. He or she 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 Union and its officers agree to make no record directly or indirectly of any kind of the information disclosed pursuant to this Agreement. The Union agrees not to disclose directly or indirectly any information received pursuant to this Section. The Authority reserves the right to take reasonable measures to ensure the integrity of the tests, test scores and test procedures.

The Authority will allow a union representative to be present during practical testing of applicants for job vacancies within the bargaining unit. The union representative, if not acting within the scope of his or her Authority job duties and assignments, will be an observer only and will not participate in, nor interfere with the testing.

2.20 DRUG AND ALCOHOL TESTING. EMPLOYEE ASSISTANCE PROGRAM
The parties agree to be bound by the Drug and Alcohol Agreement, except as modified supplemented and/or revised by Federal Transit Administration regulations, and the Employee Assistance Program Agreement attached hereto and incorporated herein as Attachments G and H.

2.21 FOREMAN ISSUE The issue of whether or not the classification of Foreman will be within the jurisdiction of the bargaining unit of each union comprising the Metal Trades Council and, if so, to what extent, will be submitted to interest arbitration.

With respect to the Authority's proposal concerning removal of supervisory personnel from the bargaining unit, it is ruled that no action shall be taken at this time and the status quo shall be maintained during the life of this Agreement. This ruling is without prejudice to the position of either party concerning the merits of the proposal.

2.22 PROBATIONARY PERIOD All employees hired will be subject to a 90 working day probationary period.

2.23 PROMOTIONS Promotions within bargaining unit classifications shall be first by department and shall be based upon seniority, ability and qualifications; ability and qualifications being equal, seniority shall prevail.

2.24 PAYCHECKS If an employee's paycheck is short \$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 \$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.

For new hires and newly transitioned employees whose payment during the pay period constituting the payday cannot be made on the appropriate payday, 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 payday.

Payment due for seven days sick pay will be paid in a separate check.

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

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 Union.

ARTICLE III - HOLIDAYS

3.1 PAID HOLIDAYS For all employees covered by this Agreement, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day or days celebrated for such holidays will be paid holidays. Employees who perform work on these holidays shall be paid at double time for all hours worked. Employees who do not work on such holidays will receive eight (8) hours' pay at their regular permanent classified rate, provided they would have been scheduled to work and would have worked had it not been a holiday, and provided that they shall not have been absent from their scheduled duties without good cause or excuse the day preceding and the day following such holidays. If any of the paid holidays fall on Saturday, it shall be celebrated on Friday.

In addition to the foregoing, all employees covered by this Agreement shall receive one (1) paid personal day which shall be treated as a holiday under the terms of this Agreement, and which may be selected on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman. All work performed by an employee on a scheduled personal day shall be paid at double time.

3.2 HOLIDAY WAITING PERIOD No holiday guarantees otherwise provided in the Agreement will apply during the first three (3) months of service for all employees.

3.3 MARTIN LUTHER KING, JR. HOLIDAY Employees who have more than one year of continuous service with the Authority, as of the applicable December 1st, will be eligible for a floating holiday with eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the floating holiday will operate.

In the event the Authority operates a Holiday Schedule on Martin Luther King, Jr. Day, this floating holiday will cease to exist and Martin Luther King, Jr. Day shall become a paid holiday under the Agreement.

3.4 VETERANS DAY HOLIDAY Employees who have more than one year of continuous service with the Authority as of the applicable December 1st 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 day will operate.

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 become a paid holiday under the Agreement.

3.5 SICKNESS BENEFITS INTERACTION If an employee who is eligible for a paid holiday as set forth above, is absent from work because of illness or injury and is currently receiving wages under the 7 Day Sick Pay Plan, Accident and Sickness Insurance or Worker's 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 Worker's Compensation benefits.

3.6 VACATION PERIOD CONFLICT When a holiday falls within a vacation period, the employee must take the holiday the last scheduled work day before vacation or the first scheduled work day after vacation.

3.7 PAY BASIS Employees temporarily assigned to work at a higher paid classification and working a minimum of ten (10) days prior to any paid holiday shall receive their holiday pay at the rate of the higher paid classification.

3.8 HOLIDAY ELIGIBILITY An employee will be eligible to receive holiday pay, who, on the day before the holiday:

1. Was on, or placed on, layoff status because of lack of work (subject to subparagraph asterisked below); or
 2. Was placed on leave of absence approved by the Authority; or
 3. Was on, or placed on a disciplinary suspension (subject to subparagraph asterisked below); or
 4. Had been absent from work for a period not exceeding 26 consecutive weeks because of an illness or injury.
- * 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, he is not entitled to the holiday pay.

ARTICLE IV - VACATIONS

4.1 VACATION PLAN REQUIREMENT Years of continuous service, used in determining the vacation allowance the employee is to receive, means full years of service, from June 1st of one year to May 31st of the next year. The Vacation Plan year, from June 1st of one year to May 31st of the next year, will herein be referred to as VPY.

4.2 VACATION ENTITLEMENT Each employee covered by this Agreement shall receive a paid vacation provided he meets the service and eligibility requirements herein set forth.

4.3 VACATION PICK The Authority will schedule vacations so as to provide that a sufficient number of employees are available at all times to perform the various classes of work necessary to provide continuous service to the public. Vacations will be picked according to an employee's seniority within the Section in which he is employed. The vacation pick shall be held no later than March 31st of each year.

4.4 NON-CUMULATIVE VACATION Vacations are not cumulative from year to year. Except by mutual consent of the Authority and the Union, vacations may not be waived.

4.5 BREAKS IN SERVICE 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 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 years, he may still qualify for a 3 weeks', 4 weeks', 5 weeks', 6 weeks' or 7 weeks' vacation, provided his continuous service less any broken service, as above defined, in excess of 3 years, equals or exceeds 5 years, 10 years, 20 years, 30 years or 39 years as the case may be. (See also Section 4.8)

4.6 200 DAY REQUIREMENT To receive the established normal vacation allowance, the employee must have worked at least 200 days during the preceding calendar year. If the employee worked less than 200 days during that year, he will receive only a pro-rated vacation allowance. In determining the 200 working day requirement for vacation eligibility, not more than 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 200 day working requirement for vacation eligibility, provided that the employee worked during the calendar year.

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

4.7 PAY BASIS The employee's classified rate of pay at the time of his vacation will be used in computing his vacation pay allowance. However, an employee temporarily assigned to work at a higher paid classification and working a minimum of ten (10) days prior to his vacation period shall receive his vacation pay at the rate of the higher paid classification.

4.8 VACATION FORMULA

A. Each employee hired on or before December 31, 2001 and in the continuous service of the Authority as of June 1st will receive a paid vacation in accordance with the following schedule, provided he has worked at least 200 days during the previous calendar year.

| <u>Years of Continuous Service</u> | <u>Vacation Allowance</u> | <u>Vacation Pay</u> |
|------------------------------------|---------------------------|---------------------|
| 1 year but less than 2 years | 5 consecutive days | 40 hours |
| 2 years but less than 5 years | 10 consecutive days | 80 hours |
| 5 years but less than 10 years | 15 consecutive days | 120 hours |
| 10 years but less than 20 years | 20 consecutive days | 160 hours |
| 20 years but less than 30 years | 25 consecutive days | 200 hours |
| 30 years but less than 31 years | 30 consecutive days | 240 hours |
| 31 years but less than 33 years | 31 consecutive days | 248 hours |
| 33 years but less than 35 years | 32 consecutive days | 256 hours |
| 35 years but less than 37 years | 33 consecutive days | 264 hours |
| 37 years but less than 39 years | 34 consecutive days | 272 hours |
| 39 years or more | 35 consecutive days | 280 hours |

B. All employees hired after January 1, 2002 and in the continuous service of the Authority as of June 1st will receive a paid vacation during the Vacation Plan Year in accordance with the following schedule, provided the employee has worked at least 200 days during the previous calendar year.

| <u>Years of Continuous Service</u> | <u>Vacation Allowance</u> | <u>Vacation Pay</u> |
|------------------------------------|---------------------------|---------------------|
|------------------------------------|---------------------------|---------------------|

| | | | |
|--------------------------------|----------|---------|-----------|
| 1 year but less than | 2 years | 5 days | 40 hours |
| 2 years or more but less than | 5 years | 10 days | 80 hours |
| 5 years or more but less than | 10 years | 15 days | 120 hours |
| 10 years or more but less than | 20 years | 20 days | 160 hours |
| 20 years or more | | 25 days | 200 hours |

4.9 PRORATION FORMULA Employees in the continuous service of the Authority as of June 1st of a VPY who have not worked at least 200 days during the preceding calendar year, will receive a paid vacation pro-rated on the number of days actually worked during the preceding calendar year.

The number of days worked will be divided by the 200 day work requirement, and the result shall be multiplied by the number of days the employee would have received had he worked the 200 day minimum requirement. The resulting amount shall be rounded to the nearest whole number which shall be the vacation allowance, in days, payable to such employee.

For example, an employee with thirty (30) years continuous service who worked 100 days would be paid as follows:

| | | |
|-------------|--|--|
| Divide by | 100 Days Worked | |
| | <u>200</u> Full Vacation Requirement | |
| | .500 Vacation Multiplier | |
| Multiply by | 30 Days Vacation Allowance for Emps with 30 yrs of service | |
| | <u>.500</u> | |
| | 15.0 Vacation Allowance in Work Days | |

The pro-rated allowance for employees with less than one (1) year of service shall continue to be computed as follows:

| <u>Minimum Calendar Days in Service</u> | <u>Days Worked</u> | <u>Vacation Allowance In Working Days with Eight (8) Hours Pay Per Day</u> |
|---|----------------------|--|
| | 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 |

4.10 ALLOWANCES IN LIEU OF EARNED VACATION, TERMINATION OF EMPLOYMENT OR SICKNESS In the event an employee leaves the service of the Authority before receiving this vacation, the employee shall be paid all vacation allowance, 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 the employee who is eligible for a vacation, but becomes sick and cannot therefore take his 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 1, 2, 3, 4, 5, 6 or 7 weeks, as the case may be, 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.

4.11 ALLOWANCE IN LIEU OF EARNED VACATION, DEATH In case of 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.

4.12 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 will be paid pro-rated on the number of days actually worked during the current calendar year.

4.13 RANDOM VACATION DAYS The following procedure will be utilized regarding Random Vacation Days:

1. Those employees who are eligible for two (2) or more complete weeks may elect to pick one of those weeks on a random-day basis.
2. Those employees who are eligible for three (3) or more complete weeks of vacation may elect to pick two of those weeks on a random-day basis.
3. The Authority will establish quotas in accordance with manpower availability.
4. The option to select one or two week of vacation as random vacation days must be declared at the time of the regular vacation pick. Random days may be selected at a later time on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.
5. Once selected, random days may not be changed without permission of the Authority.
6. All unused random days of the VPY must be selected by April 15th and used prior to May 31st.
7. Random days may not accumulate into the next VPY.
8. Those random days not taken by the end of the VPY will be lost to the affected employee.

9. Random days will take precedence over an employee's request for a day off. An employee who takes a requested day off will have such day charged against any random vacation days or floating holidays he may have remaining.

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

4.15 EMERGENCY VACATION 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.

4.16 VOLUNTARY UNPAID TIME OFF Employees shall have the right on a voluntary basis to take up to five (5) unpaid days off in each year of this Agreement. Such days off shall be selected on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.

ARTICLE V - INSURANCE AND SICKNESS BENEFITS

5.1 COVERAGE Each full-time permanent active employee, covered by this Agreement or on leave of absence from the Authority to hold office in the Union 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.

5.2 LIFE Group Life Insurance in the amount of \$8,000.00 on the life of each full-time permanent active employee who has been in the employ of the Authority continuously for not less than twelve (12) months, but less than five (5) years of service; and \$18,000.00 on the life of each full-time regular employee actively employed who has been in the employ of the Authority continuously for five (5) or more years of service. Effective January 1, 2013, all full-time permanent active employees shall receive Group Life Insurance coverage in an amount equal to 2080 times the active employee's hourly wage rate as of each January 1. 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.

5.3 ACCIDENT AND SICKNESS Group Accident and Sickness Coverage providing no indemnity for the first seven (7) days of incapacity, but providing \$200.00 per week through December 31, 2012 and the amounts listed in the following table thereafter, 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:

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:

Effective January 1, 2013

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

Effective January 1, 2014

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

Effective January 1, 2015

| | |
|--|-------|
| 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.

5.4(A) COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS.

Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed

physician or surgeon, providing 80% of full payment of the usual and customary cost of a semi-private hospital room; 80% of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); 80% of full payment for usual and customary cost of emergency hospital out-patient services incurred within 72 hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but not in excess of (a) 80% of usual and customary charges for one visit; (b) one (1) visit in any one (1) day; (c) 365 visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a) treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at 80% of usual and customary charges. In the event the employee or dependent fails to comply with the Utilization Review Program, the above coverage will be provided on a reduced basis equal to 80% of the otherwise reimbursable expense. (For example, if the plan pays 80% of usual and customary charges, the plan will pay 80% of 80% = 64% of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at 100% of usual and customary charges after the deductible, if such services are provided by a PPO network physician and at a PPO network hospital selected from a listing maintained by the Benefit Services Department. Subject to meeting the requirements of the Utilization Review Program described above, emergency comprehensive medical benefits will be paid at 100% of usual and customary charges after the deductible if provided by a PPO network hospital or if the emergency care results in a hospital admission, or at 80% of usual and customary charges if provided by a non-PPO network hospital or if the emergency care does not result in a hospital admission. Comprehensive major medical expense benefits provide up to a lifetime maximum of \$1,000,000.00 after a \$100.00 employee calendar year deductible. The \$200.00 family calendar year deductible may be satisfied by any family combination which in aggregate equals \$200.00 excluding costs incurred under the CTA Group Dental Plan. The percentage payable is 80% for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is 100% for out-patient hospital pre-admission testing and outpatient surgery provided by network physicians at network facilities. Second surgical opinions, well baby and neonatal care are paid at 100%. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is \$1,200.00 for employees and \$2,400.00 for families. Inpatient and outpatient psychiatric benefits include treatment for mental and nervous conditions and alcohol and substance abuse; the lifetime maximum benefit is \$25,000.00. Inpatient psychiatric services are treated as any other condition and are subject to the use of network physicians and hospitals and the Utilization Review Program. Outpatient psychiatric

services are paid at 80% of usual and customary charges to a maximum of 30 visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

(The following plan designs are effective January 1, 2012 through April 30, 2013):

PPO Plan Design

BC BS PPO

Option 1 Plan

| | <u>In-network</u> | <u>Out-of-network</u> |
|---|--|-----------------------|
| Deductible (Single/Family) | \$100/\$200 | \$100/\$200 |
| Coinurance | 100% | 80% |
| Out of Pocket Limit (Single/Family) | \$0 | \$1200/\$2400 |
| Office Visits (after deductible) | 100% | 80% |
| Rx – Retail | \$3/\$5/\$15 copay (generic/form/non-form) | |
| Rx – Mail (90 day supply v. 30) | Covered w/2x retail copay | |
| 2003 Employee Contribution (S/F) per Mos. | | \$72.65/\$134.40 |

Option 2 Plan

| | <u>In-network</u> | <u>Out-of-network</u> |
|---|--|-----------------------|
| Deductible (Single/Family) | \$100/\$200 | \$100/\$200 |
| Coinurance | 90% | 70% |
| Out of Pocket Limit (Single/Family) | \$1000/\$2000 | \$3000/\$6000 |
| Office Visits (after deductible) | 90% | 70% |
| Rx – Retail | \$3/\$5/\$15 copay (generic/form/non-form) | |
| Rx – Mail (90 day supply v. 30) | Covered w/2x retail copay | |
| 2003 Employee Contribution (S/F) per Mos. | | \$54.17/\$96.83 |

Option 3 Plan

| | <u>In-network</u> | <u>Out-of-network</u> |
|---|--|-----------------------|
| Deductible (Single/Family) | \$250/\$500 | \$500/\$1000 |
| Coinurance | 80% | 60% |
| Out of Pocket Limit (Single/Family) | \$2500/\$5000 | \$5000/\$10,000 |
| Office Visits (after deductible) | 80% | 60% |
| Rx – Retail | \$3/\$5/\$15 copay (generic/form/non-form) | |
| Rx – Mail (90 day supply v. 30) | Covered w/2x retail copay | |
| 2003 Employee Contribution (S/F) per Mos. | | \$42.53/\$83.33 |

Opt Out Option

CTA will buy back benefits at \$950/year per eligible active employee. Eligibility requires proof of alternative coverage. The \$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.

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

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

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

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

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

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

(c) Treatment on or to the teeth.

5.4(C) GROUP DRUG EXPENSE Coverage is included under the comprehensive major medical program. After the deductible, prescriptions are paid at eighty percent (80%); 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 34 day supply without necessity of a refill, except for 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.

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

5.4(E) EMPLOYEE PREMIUM DEDUCTION - PPO. The Employee Premium deduction formula reflecting 75% of the premium increase, 2003 over 2002 and the caps of \$0.13 per hour and \$0.25 per hour single/family, respectively will be utilized for Options 2 and 3 in addition to Option 1. These deductions will not apply to retirees or part-time employees.

Effective after April 30, 2013:

(a) **ELIGIBILITY.** Effective May 1, 2013, active full-time permanent employees of the CTA and their dependents shall be eligible for healthcare coverage as set forth herein. Dependents of an employee eligible for enrollment are defined in Section 5.10. Certified documentation for each dependent enrolled in a plan must be submitted to the CTA.

(b) **COMMENCEMENT OF COVERAGE.** Coverage shall begin under the plan after a full-time permanent employee has been actively at work for three (3) months.

(c) **PROGRAM CHOICES, PAYMENTS AND CONTRIBUTION LEVELS** The CTA Healthcare program offers employees the ability to select from a variety of plans. This section addresses the PPO options. Section 5.7 addresses the HMO options.

| PPO Option 1 (100% Plan) | In-Network | Out-of-Network |
|--|--|--------------------------------|
| <u>Effective Date</u> | Coverage effective 5/1/2013 This plan will be discontinued on 12/31/2013. | |
| <u>Annual Deductible (Individual / Family)</u> | \$250/\$500 | \$500/\$1,000 |
| <u>Annual Out-of-Pocket Limit* (Individual/Family)</u> | Not applicable | \$1,500/\$3,000 |
| <u>Plan Payment Level</u> | 100% | 80% of U&C |
| <u>Emergency Room Services (Waived If Admitted)</u> | \$100 copay / visit (Certification required) | |
| <u>Office Visits (After Deductible)</u> | 100% | \$25 copay, then 80% of U&C |

| | | |
|---|--|--|
| <u>Deductible</u> | | then 80% of U&C |
| <u>Wellness Services (as required under PPACA)</u> | <u>100%, not subject to deductible</u> | <u>Not Covered</u> |
| <u>Prescription Drugs – Retail (30-Day Supply)</u> | <u>Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35</u> | <u>Not Covered</u> |
| <u>Prescription Drugs – Mail Order (90-Day Supply)</u> | <u>2 X Retail Copayment</u> | <u>Not Covered</u> |
| <u>Lifetime Maximum</u> | | <u>None</u> |
| <u>Monthly Employee Contributions (Individual/Family)</u> | | <u>5/1/13: \$110/\$220</u> |
| PRO Option S (30% Plan) | In-Network | Out-of-Network |
| <u>Effective Date</u> | <u>Coverage effective 5/1/2013</u> | |
| <u>Annual Deductible (Individual / Family)</u> | <u>\$350/\$700</u> | <u>\$1,000/\$2,000</u> |
| <u>Annual Out-of-Pocket Limit* (Individual/Family)</u> | <u>\$1,000/\$2,000</u> | <u>\$2,000/\$4,000</u> |
| <u>Plan Payment Level</u> | <u>80%</u> | <u>70% of U&C</u> |
| <u>Emergency Room Services (Waived If Admitted)</u> | <u>\$100 copay / visit (Certification required)</u> | |
| <u>Office Visits (After Deductible)</u> | <u>90%</u> | <u>\$25 copay/visit then 70% of U&C</u> |
| <u>Wellness Services (as required under PPACA)</u> | <u>100%, not subject to deductible</u> | <u>Not Covered</u> |
| <u>Prescription Drugs – Retail (30-Day Supply)</u> | <u>Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35</u> | <u>Not Covered</u> |
| <u>Prescription Drugs – Mail Order (90-Day Supply)</u> | <u>2 X Retail Copayment</u> | <u>Not Covered</u> |
| <u>Lifetime Maximum</u> | | <u>None</u> |
| <u>Monthly Employee Contributions (Individual/Family)</u> | | <u>5/1/13: \$78/\$158 1/1/14: \$95/\$180 1/1/15: \$105/\$195</u> |
| PRO Option S (30% Plan) | In-Network | Out-of-Network |
| <u>Effective Date</u> | <u>Coverage effective 5/1/2013</u> | |
| <u>Annual Deductible (Individual / Family)</u> | <u>\$500/\$1,000</u> | <u>\$1,500/\$3,000</u> |
| <u>Annual Out-of-Pocket Limit* (Individual/Family)</u> | <u>\$2,500/\$5,000</u> | <u>\$3,000/\$6,000</u> |
| <u>Plan Payment Level</u> | <u>80%</u> | <u>60% of U&C</u> |
| <u>Emergency Room Services (Waived If Admitted)</u> | <u>\$100 copay / visit (Certification required)</u> | |
| <u>Office Visits (After Deductible)</u> | <u>80%</u> | <u>\$25 copay/visit then 60% of U&C</u> |
| <u>Wellness Services (as required under PPACA)</u> | <u>100%, not subject to deductible</u> | <u>Not Covered</u> |
| <u>Prescription Drugs – Retail</u> | <u>Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45</u> | <u>Not Covered</u> |

| | | |
|---|-----------------------------|---|
| <u>Prescription Drugs – Mail Order (90-Day Supply)</u> | <u>2 X Retail Copayment</u> | <u>Not Covered</u> |
| <u>Lifetime Maximum</u> | <u>None</u> | |
| <u>Monthly Employee Contributions (Individual/Family)</u> | | <u>5/1/13: \$50/\$105</u> <u>1/1/14: \$70/\$140</u> <u>1/1/15: \$80/\$150</u> |

* The Annual out-of-pocket excludes co-payments, annual deductibles, and charges in excess of any Usual & Customary (U&C) charges.

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.

(d) PPO COVERED SERVICES. Services must be medically necessary and the employee or dependent must be under the care of a licensed physician or surgeon.

(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.

5.5(A) DENTAL PLAN. 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 percent (100%) of the premium cost of the employees' own premium, and seventy-five percent (75%) 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 \$2,000.00 per calendar year (\$3,000.00 per calendar year effective May 1, 2013).

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, onlays 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.

5.5(B) CASH DEDUCTIBLE

(1) The amount of the individual cash deductible is \$25.00. The family cash deductible is \$50.00. It applies each calendar year, except that:

- (a) if the accumulative 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 accumulative family deductible for the following year;
 - (b) if the accumulative 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:
 - (a) for similar services and supplies by dentists or physicians in the locality concerned; or
 - (b) where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment.

5.5(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.

5.5(D) DIAGNOSTIC AND THERAPEUTIC SERVICES (Covered at 90%)

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

- (a) charges for full mouth X-rays are covered only once in a 3-year period,
 - (b) charges for bite-wing X-rays are covered only once in a 3-year period; and
 - (c) charges for a diagnostic oral examination are covered only once in a 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.

5.5(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.

5.5(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.

5.5(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.

5.6 VISION CARE PLAN The Authority will provide a Plan "A" Vision Care Plan. The Authority will pay 75% of the employee's premium and the employee will pay 100% 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.

5.7(A) HEALTH MAINTENANCE ORGANIZATIONS - HMOs Employees will be permitted to participate in HMOs approved by the Authority and the Union Employees will be permitted to participate in HMOs approved by the Authority and the Union, until December 31, 2013 but not thereafter.

- (i) The following will be provided from January 1, 2012 through May 1, 2013:

HMO Plan Designs

Unicare HMO

| | In network | Out of network |
|----------------------|------------|----------------|
| Office Visit Copay | \$10 | None |
| Emergency Room Copay | \$15 | |

| | |
|--|---|
| Prescription Drug Copay | |
| Rx – Retail | \$3/\$5/\$15 copay (generic/formulary/non-formulary) |
| Rx – Mail (90 day supply v. 30) 2003 Employee Contribution (S/F) per Mos. | Covered w/2x retail copay \$21.50/\$55.68 |

HMO Illinois

| | In network | Out of network |
|--|---|----------------|
| Office Visit Copay | \$10 | None |
| Emergency Room Copay | \$15 | |
| Prescription Drug Copay | | |
| Rx – Retail | \$3/\$5/\$15 copay (generic/formulary/non-formulary) | |
| Rx – Mail (90 day supply v. 30) 2003 Employee Contribution (S/F) per Mos. | Covered w/2x retail copay \$34.19/\$73.78 | |

(ii) The following will be provided from May 1, 2013 through December 31, 2013:

| COVERAGE | HIGH DEDUCTIBLE | CLASSIC BLUE CROSS |
|--|--|--|
| <u>Effective Date</u> | <u>Coverage effective 5/1/2013</u> <u>This plan will be discontinued on 12/31/2013</u> | |
| <u>Annual Deductible (Individual / Family)</u> | <u>None</u> | <u>None</u> |
| <u>Annual Out-of-Pocket Limit* (Individual/Family)</u> | <u>None</u> | <u>None</u> |
| <u>Plan Payment Level</u> | <u>100%</u> | <u>100%</u> |
| <u>Emergency Room Services (Waived if Admitted)</u> | | <u>\$15 copay / visit (Certification required)</u> |
| <u>Office Visits – Illness and Accident</u> | <u>\$10 copayment per visit</u> | <u>\$10 copayment per visit</u> |
| <u>Wellness Services (as required under PPACA)</u> | <u>100%, no copayment</u> | <u>100%, no copayment</u> |
| <u>Prescription Drugs – Retail (30-Day Supply)</u> | <u>Generic: \$3 Brand Formulary: \$5 Brand Non-Formulary: \$15 Self-Injectable: \$50</u> | <u>Generic: \$3 Brand Formulary: \$5 Brand Non-Formulary: \$15 Self-Injectable: \$50</u> |
| <u>Prescription Drugs – Mail Order (90-Day Supply)</u> | <u>2 X Retail Copayment</u> | <u>2 X Retail Copayment</u> |
| <u>Lifetime Maximum</u> | | <u>Unlimited</u> |
| <u>Monthly Employee Contributions (Individual/Family))</u> | <u>5/1/13: \$34.19/\$73.77</u> | <u>5/1/13: \$21.49/55.68</u> |

Opt Out Option

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.

5.7(B) EMPLOYEE PREMIUM DEDUCTIONS – HMOs (Effective January 1, 2012 through May 1, 2013 only): The Employee Premium deduction formula in reflecting 75% of the premium increase, 2003 over 2002 and the caps of \$.11 per hour and \$.20 per hour single/family, respectively will be utilized. These deductions will not apply to retirees or part-time employees.

5.8 DENTAL MAINTENANCE ORGANIZATIONS – DMO's If practical, employees will be permitted to participate in DMO's approved by the Authority and the Union. The Authority shall contribute one-hundred percent (100%) of the premium cost of the employee's own premium or an amount equal to 100% of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five percent (75%) of the premium cost of the dependents' premium or an amount equal to seventy-five percent (75%) of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount.

5.9 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.

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

- (a) legal wife or husband,
- (b) domestic partner (same sex only),
- (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 remains in force.

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

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

5.12 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.

5.13 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.

5.14 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.

5.15 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT All employees shall be covered by \$225,000.00 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.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

ARTICLE VI - RETIREMENT AND DISABILITY ALLOWANCE

Eligibility requirements and amount of retirement allowance in case of retirement and eligibility requirements and amount of disability allowance in case of total and permanent disability, and the amounts to be contributed by the employees and by the Authority, shall be in accordance with and be governed by 40 ILCS 5/22-101 as amended and the terms and conditions of the Retirement Plan for Chicago Transit Authority Employees, dated June 1, 1949, as amended, now in effect, or any amendments thereto or revisions thereof, hereafter agreed upon.

ARTICLE VII - RETIREE HEALTH CARE TRUST

Pursuant to and effective ninety (90) days after the effective date of 40 ILCS 5/22-101B, a Retiree Health Care Trust is established. The Retiree Health Care Trust shall be solely responsible for providing health care benefits to eligible retirees and their dependents and survivors by no later than July 1, 2009, but no earlier than January 1, 2009. All employees of the Authority shall contribute to the Retiree Health Care Trust in an amount not less than three (3)

percent of compensation, which amount shall be deducted by the Authority from each paycheck of each employee and shall be remitted to the Retiree Health Care Trust by the Authority.

ARTICLE VIII – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS

8.1 PURPOSE For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the Authority, its employees and the general public may mutually benefit, the Authority and the Union agree to meet and deal with each other through their duly accredited representatives on all differences and grievances, including the interpretation of this Agreement, and should there be any differences or grievances that cannot be amicably adjusted between the respective properly accredited representatives of the Authority and of the Union, the same shall be submitted to Arbitration.

8.2 GRIEVANCE A grievance shall be defined as any dispute or difference between the Authority and employee or a group of employees, or between the Authority and the Union with respect to the meaning, interpretation or application of the terms and provisions of this Agreement.

Recognizing that grievances should be raised and settled promptly, grievances must be raised and processed within the specified time limits. The specified time limits may be extended by mutual agreement.

8.3 PROCEDURE Grievances will be processed in the following manner:

Step 1: The grievance must be submitted in writing by the Union to Department Manager or designee by delivering a copy to Employee Relations. The grievance must be submitted by the Union within fifteen (15) working days of the occurrence or knowledge of the occurrence giving rise to the grievance. The Department Manager or designee shall investigate the grievance. The Department Manager or designee shall provide a written response to the Union setting forth the basis for the response within fifteen (15) working days of receipt of the grievance.

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 fifteen (15) working 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 Meeting between representatives of Employee Relations and the Union to be held within fifteen (15) working days after receipt of the Union's appeal. If no resolution takes place at the above Meeting, the Vice-President shall submit a written response to the Union within fifteen (15) working days following the Meeting.

8.4 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 fifteen (15) working days of receipt of the Authority's written Response provided to the Union at Step 2.

8.5 THE SELECTION OF THE ARBITRATOR¹ Within ten (10) working days after the Union refers the grievance to arbitration the parties shall meet to select an Impartial Arbitrator. Should the parties be unable to agree upon the appointment of the Impartial Arbitrator, 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 Arbitrator shall be selected by each party alternately striking a name from the panel until only one name remains. The order of striking shall be determined by the toss of a coin.

8.6 DECISION The decision of the arbitrator shall be final, binding, and conclusive upon the employee, the Union and the Authority. The authority of the Arbitrator shall be limited to the construction and application of the specific terms of this Agreement and/or to the matters referred to him for arbitration. He 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. A decision of the Arbitrator must be made within sixty (60) days of final brief presentation of both parties, unless extended by mutual consent of the parties.

8.7 TIME LIMITS If the Union does not timely file or appeal as provided above in the Grievance/Arbitration procedure, the grievance shall be considered withdrawn. If the Authority does not timely respond as provided, the grievance shall automatically move to the next step.

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

8.9 DISCHARGE CASES In discharge cases, 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 twenty (20) working days of the hearing, receipt of the transcript, or the briefs, whichever is later.

ARTICLE IX - TERM OF AGREEMENT

9.1 TERM OF AGREEMENT This Agreement and the provisions thereof, when signed by the proper officials of the Authority and the Union, shall become operative as of the first day of January, 2012 and shall remain in force until and including December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless written notice is given by either party hereto to the other on or before sixty (60) days prior to December 31, 2016, or sixty (60) days prior to December 31st of any subsequent contract year, requesting that the Agreement be amended or canceled. If amendment is desired, the contents of the amendment shall be submitted by either party to the other not later than sixty (60) days prior to any expiration date and such amendment shall not become effective until the first day of January

¹ The following sentence was included in the tentative agreement but excluded from the Agreement: "The party requesting arbitration shall name its arbitrator at the time the request for arbitration is made."

following the expiration date, provided changes mutually agreeable to the representatives of both parties may be made at any time.

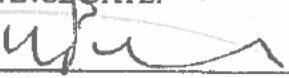
Notwithstanding the foregoing, the Agreement may be reopened if the amended Authority budget submitted pursuant to Section 2.18a. of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority.

9.2 SOLE AGREEMENT This written Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all prior Agreements, oral and written, between the Authority and Union and expresses all obligations of and restrictions imposed on the Authority during its term. Arrangements, provisions and procedures previously agreed to by the parties, either formally or informally, and past practices followed by the parties shall henceforth be void unless included herein.

IN WITNESS WHEREOF, the CHICAGO TRANSIT AUTHORITY, a municipal corporation, has caused this Agreement to be signed in triplicate by the Chairman of the Chicago Transit Board and attested by its Secretary, and PAINTERS DISTRICT COUNCIL 14 has caused this Agreement to be signed by its Business Manager/Secretary-Treasurer, this 1 day of August, 2013.

AUTHORIZED BY:

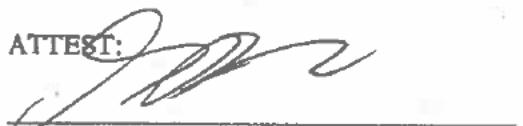
CHICAGO TRANSIT BOARD
ORDINANCE NO. 03-46
ORDINANCE DATE: 7/12/13


Terry Peterson
Chairman, Chicago Transit Board

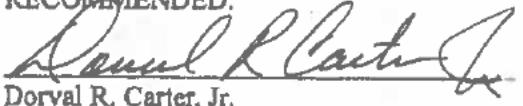
PAINTERS DISTRICT COUNCIL 14


John Sponer
Business Manager/Secretary/Treasurer

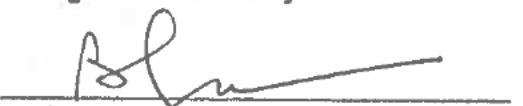
ATTEST:


Gregory Longhini
Secretary
Chicago Transit Board

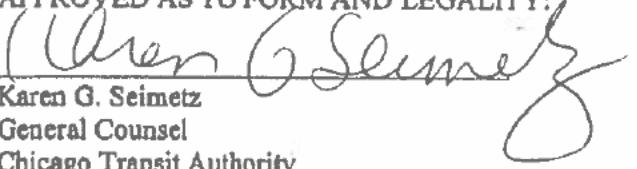
RECOMMENDED:


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


Thomas McKone
Chief Administrative Officer
Chicago Transit Authority


Brad L. Janson
Deputy General Counsel, Labor & Employment
Chicago Transit Authority

APPROVED AS TO FORM AND LEGALITY:


Karen G. Seimetz
General Counsel
Chicago Transit Authority

ATTACHMENT A

FAIR SHARE

MEMORANDUM OF UNDERSTANDING

- (a) All employees covered by this Agreement who are not members of the Union, shall, commencing 30 days after the effective date of this Agreement, or 30 days after the date of their initial employment, and continuing during the terms of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their Proportionate Share of the cost of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and conditions of employment as defined in Section 8(g) of IPLRA.
- (b) Such Proportionate Share payment by non-members shall be deducted by the Authority from the earnings of the non-member employees, and the Authority shall remit said Proportionate Share once each month promptly to the respective financial secretary of the Local, provided, however, that the Union shall submit to the Authority an affidavit which certifies the amount constituting said Proportionate Share not to exceed the dues uniformly required of members of the Union, and which describes the rationale and method by which the Proportionate Share was determined, including a designation of the expenditure categories which were included in determining the Proportionate Share.
- (c) Upon receipt of said affidavit, the Authority shall provide to the Union a list of the names of all employee non-members of the Union from whose earnings the Proportionate Share payments shall be deducted and their work locations.
- (d) Upon the Union's receipt of an objection to the Proportionate Share amount, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s). The Union shall furnish objectors and the Authority with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefor shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until

the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

- (e) In any proceeding involving the determination of the Proportionate Share hereunder, the Union shall participate and provide all financial and other records deemed relevant by the adjudicating body.
- (f) If an ultimate decision in any proceeding hereunder directs that the amount of the Proportionate Share should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Authority to reduce deductions from non-members of said prescribed amount.
- (g) The Union shall indemnify and hold harmless the Authority, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints or suits that shall arise out of or by reason of action taken by the Authority for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.
- (h) Any employee of the Chicago Transit Authority who is in a bargaining unit represented by the Local, who is not a member of the Local, and who claims that the calculation of his/her Proportionate Share fee is inaccurate (hereafter "objecting non-member" or "objector") has the right to invoke the procedures that are available to objecting non-members under IPLRA.
- (i) Nothing in this Memorandum shall inhibit or interfere with the right of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members. Such employees shall pay an amount equal to their fair share determined under this fair share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employees and the Union are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Local Labor Relations Board.

ATTACHMENT B

This Attachment B is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2012, to December 31, 2016.



Chicago Transit Authority

Michiganaw Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 644-7200

March 3, 1988

Loid Brown
President
Metal Trades Council
P.O. Box 20500
Chicago, Illinois 60620

Re: Affirmative Action

Dear Mr. Brown:

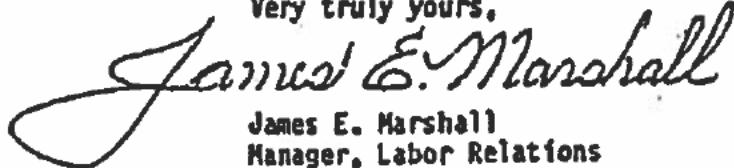
This letter is to confirm that, during the collective bargaining negotiations between the Authority and the Metal Trades Council concerning revisions and additions to the Wages and Working Conditions Agreements between the Authority and the Unions comprising the Council, the members of the Council agreed as follows:

"The parties agree to cooperate with each other in attaining to the extent possible the following minimum minority composition of each classification within the bargaining units:

40% - Black
14% - Hispanic
20% - Female

The Authority and the unions will also cooperate with each other in attaining Affirmative Action goals for other minorities and protected classifications."

Very truly yours,



James E. Marshall
Manager, Labor Relations

JEM/JEB:gf

cc: L. Foster, Blacksmiths Local 1247
H. Caffrey, Blacksmiths Local 1247
A. Kasmer Jr., Carpenters Local 1027
J. Kasmer Sr., Carpenters Local 1027
W. Butts, Machinists District 8
R. Blitzen, Mechanics Local 701,
L. Brown, Painters Local 396
R. Klicker, Pipefitters Local 597
T. McManus, Plumbers Local 130
R. Bee, Printers Local 3
J. Baumgartner, Sheet Metal Workers Local 115
H. Oliver, Upholsterers Local 18

bcc: R. Laner
S. Lythcott
J. Bidwill
A. Gaughan
K. Haywood
W. Clark
R. Paaswell
U. Garrett

ATTACHMENT D

This Attachment D, Wage Rate Schedules, is omitted due to length. For information about wage rates schedules, please contact the CTA Labor Relations section.

ATTACHMENT E

APPRENTICE SELECTION

1. Apprentices will be selected in the following manner:
 - a. Employees in sub-j journeyman classifications as of March 25, 1988 will be polled within thirty days of March 25, 1988 to determine if they wish to be considered for existing or future apprentice openings in their bargaining units.
 - b. If a sub-j journeyman employee states that he or she wishes to be considered for an apprentice position in his or her bargaining unit, he or she will receive first preference for placement in openings as they occur, assuming he or she is qualified at the time of placement for the apprentice position.
 - c. This right to a preference for placement in an apprentice position will apply only to employees in sub-j journeyman positions as of March 25, 1988.
 - d. The order of selection of a preference-requesting sub-j journeyman for an open apprentice position and credit for time spent as a sub-j journeyman for the apprentice progression will be determined by separate negotiations between the Authority and the affected unions.
 - e. If an open apprentice position is not filled by a preference-requesting sub-j journeyman, the opening will be posted throughout the CTA system. For the purposes of selection of an apprentice, company seniority will govern provided ability and qualifications are equal.
 - f. In the event that an apprentice opening is not filled by the above procedures, the Authority will notify the Union that an apprentice position is available and referrals submitted by the Union will be considered with applicants from other sources.
2. Employees placed in apprentice positions from outside sources rather than transferred from another position within the Authority will be

subject to a ninety working day probationary period and will not be eligible for fringe benefits applicable to full-time permanent employees, other than those required by law, until employed for six months.

3. The details of apprenticeship programs will be separately negotiated between the Authority and each affected Union.
4. In filling apprentice positions, the Authority shall give consideration to its affirmative action goals.

ATTACHMENT F

This Attachment F is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2012, to December 31, 2016.

ATTACHMENT G

Drug and Alcohol Testing Agreement

Safety Sensitive

&

Non-Safety Sensitive



**CHICAGO TRANSIT AUTHORITY
DRUG AND ALCOHOL POLICY
AND TESTING PROGRAM
FOR SAFETY-SENSITIVE
EMPLOYEES**

Effective January 1, 1995
Revised August 7, 2002, August 31, 2009, August
2011, and February 5, 2014
Pursuant to an Ordinance
of the Chicago Transit Authority

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| I. OVERVIEW | 1 |
| II. INTRODUCTION..... | 2 |
| A. Policy Purposes..... | 2 |
| B. Employee and Management Responsibilities | 3 |
| C. Confidentiality..... | 3 |
| III. IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG AND ALCOHOL-FREE WORKPLACE..... | 4 |
| A. Deterrence..... | 4 |
| 1. Fitness for Duty | 4 |
| 2. Reporting the Use of Prescription Drugs or "Over-the-Counter" Medication | 5 |
| 3. Education and Training | 5 |
| B. Treatment and Rehabilitation - Employee Assistance Program ("EAP") | 6 |
| IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING | 7 |
| A. General Conditions | 7 |
| 1. Persons Subject to Testing | 7 |
| 2. Prohibited Behavior/Drugs | 8 |
| 3. Prohibited Behavior/Alcohol..... | 9 |
| B. Detection | 10 |
| 1. Circumstances for Testing | 10 |
| 2. Conduct that Constitutes a Refusal to Submit to a Test..... | 16 |
| V. METHODOLOGY | 18 |
| VI. ENFORCEMENT OF POLICY..... | 19 |
| A. Consequences of Verified Positive Drug Test, Refusal to Submit to a Drug Test, or Other Violation of Policy..... | 19 |
| 1. Applicants for Employment..... | 19 |
| 2. Employees | 19 |
| B. Consequences of Misuse of Alcohol, Refusal to Submit to an Alcohol Test, or Other Violation of Policy..... | 19 |
| C. Union Involvement..... | 20 |

| | | |
|-------|--|----|
| D. | Consequences of Negative Test for Employees | 21 |
| E. | Dilute Specimen..... | 22 |
| VII. | GRIEVANCE-ARBITRATION PROCEDURE..... | 23 |
| VIII. | APPLICABILITY OF POLICY TO AUTHORITY CONTRACTORS | 23 |
| IX. | ATTACHMENT G - COLLECTIVE BARGAINING AGREEMENT..... | 23 |
| | MEMORANDUM OF UNDERSTANDING | 23 |

APPENDICES

| | |
|-------------|------------------------------------|
| APPENDIX A: | POLICY AND PROGRAM PERSONNEL |
| APPENDIX B: | CONDITION OF EMPLOYEE REPORT |
| APPENDIX C: | DRUG AND ALCOHOL TEST NOTIFICATION |
| APPENDIX D: | DRUG AND ALCOHOL TEST PROTOCOL |
| APPENDIX E: | SAFETY-SENSITIVE POSITION TITLES |

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 resolution. 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 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, 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.

A covered 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, 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 this policy. 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 the property until the time he/she completes his/her work assignments and leaves the 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. 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, and subsequently have a confirmed positive drug or alcohol test, are 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.
- Covered 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")

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 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.

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 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 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.

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; opiates; amphetamines; and phencyclidine. 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/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 use of a controlled substance¹ by Authority employees at any time is prohibited.
- The use or possession of a controlled substance from the time an employee reports for work until the conclusion of the employee's workday or 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.
- 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 on Authority property by any person at any time also is prohibited.

¹ "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 performing safety-sensitive functions. No Authority supervisory person having actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions shall permit the employee to perform 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:

- (1) The employee's alcohol concentration measures less than 0.02; or
- (2) 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 unless he/she obtains a verified negative drug test result. When a covered 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 during that time, 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 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 covered 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 covered 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 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 covered 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 employees covered by this policy will be subject to 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 have not reported for work for a legitimate reason. All employees who are available for testing 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, 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 is allowed to return 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.

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.

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 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 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.

The following initial cutoff levels will be used when screening the specimens to determine whether they are negative for these additional five (5) drugs or classes of drugs:

| Drug | Cutoff Levels (ng/ml) |
|----------------------------|------------------------------|
| Barbiturates | 300 |
| Benzodiazepine metabolites | 300 |
| Methadone | 300 |
| Methaqualone | 300 |
| Propoxyphene | 300 |

The following confirmatory cutoff levels will be used:

| Drug | Cutoff Levels (ng/ml) |
|----------------------------|------------------------------|
| Barbiturates | 150 |
| Benzodiazepine metabolites | 150 |
| Methadone | 150 |
| Methaqualone | 150 |
| Propoxyphene | 150 |

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 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 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 covered 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 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:

- (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.

C. Union Involvement

Separate from any FTA or DOT requirement, if the Authority orders an 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 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 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 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 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 written report from the laboratory within twenty-four (24) hours after the report is received by the Authority upon written permission of the 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 Employees

Separate from any FTA or DOT requirements, if the analysis of the employee's urine and/or breath specimen 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

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. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

This policy amends relevant sections of Attachment G to the parties' collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING

(a) 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 supercede any inconsistent provisions of the Policy.

(b) 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. Locals 241 and 308 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, Omar A. Brown - Human Resources
obrown@transitchicago.com / 312-681-2600

Drug and Alcohol Program Manager, Marie Marasovich - Human Resources
mmarasovich@transitchicago.com / 312-681-2223

Drug and Alcohol Program Assistant, Vetricole Coleman - Human Resources
vcoleman@transitchicago.com / 312-681-2270

Substance Abuse Professional, 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 _____ | | | | | | |
| CONDITION | BALANCE = | UNSURE <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | SURE <input type="checkbox"/> | | | |
| | WALKING = | UNSTEADY <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | STEADY <input type="checkbox"/> | | | |
| | SPEECH = | SLURRED <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | CLEAR <input type="checkbox"/> | | | |
| | BEHAVIOR = | UNCOOPERATIVE <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | COOPERATIVE <input type="checkbox"/> | | | |
| | EYES = | BLOODED SHOT <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | CLEAR <input type="checkbox"/> | | | |
| | BODY ODOR = | STRONG <input type="checkbox"/> | WEAK <input type="checkbox"/> | NONE <input type="checkbox"/> | | | |
| QUESTIONS TO EMPLOYEE | Are you ill or injured? Yes <input type="checkbox"/> No <input type="checkbox"/> 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 77E) <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Did Employee refuse breath and urinalysis test? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Was employee informed of consequences for refusing test? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Time of union notification _____ <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| | | CTA'S OFFICIAL STATEMENT | Please circle 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: _____ (not required for FTA testing) | | | Date and Time Written: _____ | | | | |

CTB 3134 Rev 10/02 Form 3134

DISPENSATION
Work - Work Location
Dairy - Dispensable Pd

APPENDIX C

DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

TDS 1 M edition 01-2010-002 2/26/2014 4-41-01 PM

FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

| | |
|---|--|
| <p>Employee Name _____ Date _____ Classification _____ Work Location _____ Date and Time of Audit/Inspection _____ Date and Time Ordered to Submit: _____</p> | <p>Type of Test: FTA: <input type="checkbox"/> Random <input type="checkbox"/> Follow-up (in accordance with 46 CFR, Part 455.47 and 46 CFR Part 48 Subpart G) <input type="checkbox"/> Reasonable Suspicion (Not attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Not attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Facility <input type="checkbox"/> Injury (Involuntary Removal Required except from the scene. <small>NOTE: Employees who are sick may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to respond to test.)</small> <input type="checkbox"/> Driving Underage (Vehicle Inured) <input type="checkbox"/> Real Vehicle Inured (not to recover from operation. <small>NOTE: Test conducted under any of the above listed circumstances by State/Provincial Authorities constitutes pursuant to 46 CFR Part 455.47 & 455.48(c).)</small></p> |
| <p>FTA:</p> <ul style="list-style-type: none"> <input type="checkbox"/> LO.D. (Not attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Reasonable Suspicion (Not attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post Accident (Not attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Personal Claim of Injury <input type="checkbox"/> Property Damage <input type="checkbox"/> Follow-up | |
| <p>Employee Response for Work Testing (46 CFR Part 455.44(e)) Action prior to non-compliance: <small>If you are not compliant, under the drug testing regulations at the time of the inspection, FTA/CTA will consider non-compliant performance and be immediately discontinued as a contributing factor to the outcome, you are not subject to non-compliance. Please state reason below or not testing.</small></p> <hr/> <hr/> <hr/> | |
| <p>YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND ALCOHOL TEST IN ACCORDANCE WITH FEDERAL REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS INDICATED BY THE BELOW NOTED CSA, ORIGINALLY APPROVING THE TESTING PROCESS IS SUBJECT TO A VIOLATION OF FEDERAL REGULATIONS/ALTERNATIVE CSA RULES THAT MAY RESULT IN DISPLACEMENT UP TO AND INCLUDING DISCHARGE.</p> | |
| <p>Initials: _____ Received: _____ Employee Signature: _____</p> | |
| <p>Customer Information: The "Testing Manager" _____ Reason: _____</p> | |
| <p>Time Testing Commenced: _____ Test Administrator: _____</p> | |
| <p>Elapsed time from administration to last administration: _____</p> | |
| <p>In the event an alcohol test is not administered within 48 hours following an accident, provide test record in the space below for reasons why testing was not performed/continued. If no alcohol test is not administered within 48 hours following an accident, make no further effort to administer an alcohol test and document the reasons why the test was not administered within 48 hours. If the alcohol test is not administered within 24 hours following an accident, do not continue to administer the drug test. (46 CFR Part 455.44 §4.4 (d))</p> | |
| <p>Customer's Signature: _____</p> | |
| <p>Supervisor Information: Supervisor Reasons for Delay or Test Termination: _____</p> | |
| <p>NOTE: A copy of the Testing Protocol is available upon request.</p> | |
| <p>EMPLOYEE MUST RETURN THIS FORM TO SUPERVISOR IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</p> | |
| <p style="text-align: right;"><small>Print Name _____ State - Test Location _____ City - Postal Route/Office _____ Post - Telephone _____ Address - Telephone _____</small></p> | |

CSC: TDS 1 M edition 01-2010-002

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 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. coat/cap, jacket, coat, hat). You must leave these garments and any jewelry, glasses, 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 eat 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 dilute or alter 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 attempts to produce a satisfactory urine specimen. **NOTE:** An attempt to provide a urine specimen is required.
12. If the driver 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 the employee raise his/her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and undergarments 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 urine go from the employee's body 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 72-88° C/60-100° 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 collector.
 - 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/seals on the bottles.
 - g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/ends 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 verifying 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 (when 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.



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. Forms 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 entered 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 his 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. Failure to sign this certification will constitute a refusal to test.
7. You will be directed to take 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 Breath Alcohol Testing Device (EAT).
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.

Auditability:

- a. Concerning the waiting period, you will be told:
 - i. Not to leave the intermediate testing area.
 - ii. Not to eat, drink, put anything (e.g., cigarette, chewing gum) into your mouth, or bathe.
 - 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 EAT 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 EAT. You will then be instructed to read the sequential test number displayed on the EAT.
- 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 EAT.
- 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.

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

| JSN | POSITION TITLE | UNION | JSN | POSITION TITLE | UNION |
|------------|---|--------------|------------|---|--------------|
| 5445 | Acting Garage Foreman | 241 | 5262 | Chief Rail Veh Design Engineer | 0 |
| 3369 | Assembler Helper | 8 | 4381 | Combined Rail Operator | 308 |
| 2302 | Assistant Carpenter Foreman | 27 | 3237 | Communications Technician | 134 |
| 7665 | Assistant Chief Equipment Engineer | 0 | 271 | Conductor | 308 |
| 1216 | Assistant Foreman Steel Fabrication Shop | 8 | 2940 | Controller II | 0 |
| 3282 | Asst Foreman Bus & Truck Mechanics | 701 | 3981 | Controller III | 0 |
| 1375 | B Electrician | 134 | 7995 | Coordinator, Construction Safety | 0 |
| 5562 | B Electrician (Light Maintenance) | 134 | 8130 | Coordinator, Emergency Preparedness | 0 |
| 1371 | B Electrician (Substation Maintenance) | 134 | 7084 | Coordinator, Engineering - Electrical | 0 |
| 4579 | B Progression Maintenanceainer (Pre 9/26/90) | 134 | 7088 | Coordinator, Engineering - Signal | 0 |
| 1146 | Blacksmith & Welder | 1247 | 8593 | Coordinator, Quality Improvement - Bus | 0 |
| 2727 | Blacksmith & Welder (Frog Shop) | 1247 | 8642 | Coordinator, Quality Improvement - Facilities | 0 |
| 974 | Blacksmith & Welder (Skokie) | 1247 | 8594 | Coordinator, Quality Improvement - Rail | 0 |
| 1145 | Blacksmith & Welder Foreman | 1247 | 7128 | Coordinator, Rail Car Appearance | 0 |
| 3457 | Blacksmith & Welder Leader A | 1247 | 7139 | Coordinator, Right-Of-Way Janitor | 0 |
| 1421 | Bus & Truck Mechanic | 701 | 8056 | Coordinator, Signal Maintenance | 0 |
| 2220 | Bus & Truck Mechanic Apprentice | 701 | 316 | Craneman A | 308 |
| 1423 | Bus & Truck Mechanic Foreman | 701 | 5528 | Customer Assistance Supervisor | 308 |
| 1973 | Bus & Truck Mechanic Helper | 701 | 3304 | Electrical Engineer II | 0 |
| 2600 | Bus & Truck Mechanic Leader | 701 | 3070 | Electrical Engineer III | 0 |
| 6151 | Bus Body Chassis Specialist | 27 | 5943 | Electrical Engineer III - Rail | 0 |
| 5478 | Bus Controller | 134 | 2314 | Electrical Maintainer Specialist | 9 |
| 2624 | Bus Dispatcher | 241 | 1385 | Electrical Maintenance Man | 713 |
| 1039 | Bus Handler | 241 | 3992 | Electrical Unit Assembler-Rail | 713 |
| 133 | Bus Instructor I | 241 | 970 | Electrical Worker | 134 |
| 3433 | Bus Instructor II | 241 | 5051 | Electrical Worker | 134 |
| 3779 | Bus Instructor III | 241 | 1384 | Electrical Worker Apprentice | 713 |
| 2433 | Bus Mechanic | 241 | 2556 | Electrical Worker Leader | 134 |
| 110 | Bus Operator | 241 | 1269 | Emergency Service Chauffeur | 700 |
| 6092 | Bus Repairer II | 241 | 1268 | Emergency Service Helper | 700 |
| 6093 | Bus Repairer III | 241 | 1616 | Engine Washer | 241 |
| 6094 | Bus Repairer IV | 241 | 7180 | Engineer - Construction | 0 |
| 173 | Bus Service Supervisor I | 241 | 7199 | Engineer I - Signal | 0 |
| 3432 | Bus Service Supervisor II | 241 | 7201 | Engineer I - Structural | 0 |
| 1441 | Bus Servicer | 241 | 7206 | Engineer II - Electrical | 0 |
| 6211 | Bus Servicer Apprentice | 241 | 7210 | Engineer II - Mechanical | 0 |
| 6091 | Bus Servicer I | 241 | 7211 | Engineer II - Mechanical/Electrical | 0 |
| 4636 | Bus Wheel Chair Lift Specialist | 241 | 7217 | Engineer II - Product | 0 |
| 6180 | Bus/Truck Mechanic-Systems Maintenance | 701 | 7218 | Engineer II - Rail Equipment | 0 |
| 1437 | Car Repairer 'A' | 308 | 7220 | Engineer II - Signal | 0 |
| 1438 | Car Repairer 'B' | 308 | 6236 | Engineer II - Structural | 8 |
| 399 | Car Servicer | 308 | 7222 | Engineer II - Structural | 0 |
| 6208 | Car Servicer Apprentice | 308 | 7735 | Engineer II, Communications | 0 |
| 1205 | Carpenter | 27 | 7227 | Engineer III - Electrical | 0 |
| 1340 | Carpenter 'A' | 27 | 7228 | Engineer III - Electrical Design | 0 |
| 385 | Carpenter Apprentice | 27 | 7231 | Engineer III - Mechanical | 0 |
| 2674 | Carpenter Foreman | 27 | 7232 | Engineer III - Mechanical/Electrical | 0 |
| 1190 | Carpenter Foreman (Skokie) | 27 | 7238 | Engineer III - Product | 0 |
| 1330 | Carpenter Foreman (S-Shops) | 27 | 7241 | Engineer III - Signal | 0 |
| 346 | Carpenter Leader | 27 | 6237 | Engineer III - Structural | 8 |
| 2683 | Cash Box Puller | 241 | 7243 | Engineer III - Structural | 0 |
| 7044 | Chief Bus Equipment Engineer | 0 | 7768 | Engineer IV - Communications | 0 |
| 1698 | Chief Foot Collector | 308 | 7248 | Engineer IV - Electrical | 0 |
| 8091 | Chief of Fire Protection, Response and Training | 0 | 7255 | Engineer IV - Mechanical/Electrical - Qc | 0 |
| 7046 | Chief Rail Equipment Engineer | 0 | 7256 | Engineer IV - Motor Vehicle Equipment | 0 |

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

| | | | | | |
|------|---|-----|------|---|-----|
| 7257 | Engineer IV - Power | 0 | 7808 | Manager II, Maintenance - Bus | 0 |
| 7258 | Engineer IV - Power /Testing | 0 | 7809 | Manager II, Maintenance - Rail | 0 |
| 7260 | Engineer IV - Rail Equipment | 0 | 7739 | Manager II, Maintenance Instruction | 0 |
| 7261 | Engineer IV - Rail Vehicle Design | 0 | 7774 | Manager II, Power & Way Maintenance | 0 |
| 7262 | Engineer IV - Signal | 0 | 7372 | Manager II, Transportation | 0 |
| 7263 | Engineer IV - Specification/Quality Assurance | 0 | 7810 | Manager II, Transportation - Bus | 0 |
| 6238 | Engineer IV - Structural | 8 | 7811 | Manager II, Transportation - Rail | 0 |
| 7264 | Engineer IV - Structural | 0 | 7717 | Manager II, Transportation Instruction | 0 |
| 7267 | Engineer IV - Track | 0 | 5209 | Manager Maintenance -Bus | 0 |
| 1381 | Engineering Assistant | 134 | 5210 | Manager Maintenance-Rail | 0 |
| 2424 | Equipment Tech II | 241 | 5282 | Manager Power Maintenance | 0 |
| 2592 | Equipment Tech III | 241 | 5088 | Manager Power/Signal/Comm Engineer | 0 |
| 2689 | Equipment Technician I | 241 | 5293 | Manager Signal Maintenance | 0 |
| 5497 | Extra Board | 308 | 5224 | Manager Structure Maintenance | 0 |
| 4382 | Facil Maintenance Instructor | 0 | 5283 | Manager Substations&Elec Test | 0 |
| 3371 | Final Assembler | 8 | 5288 | Manager Track Maintenance | 0 |
| 6202 | Flagman | 308 | 5208 | Manager Transportation - Rail | 0 |
| 1647 | Foot Collector | 308 | 7505 | Manager Transportation Instruction | 0 |
| 2595 | Foreman B Electricians | 134 | 5207 | Manager Transportation-Bus | 0 |
| 1374 | Foreman 'B' Electricians | 134 | 8602 | Manager, Bus Capital Projects & Field Engineering | 0 |
| 4122 | Foreman Communications Tech | 134 | 7389 | Manager, Bus Heavy Maintenance | 0 |
| 1321 | Foreman Electrical Workers | 134 | 7398 | Manager, Construction Management Oversight | 0 |
| 1254 | Foreman Steel Fabrication Shop | 8 | 7403 | Manager, Control Center | 0 |
| 1436 | Garage Assistant Foreman II | 241 | 7419 | Manager, Facilities Maintenance | 0 |
| 2203 | Garage Instructor I | 241 | 7424 | Manager, Field Operations Track Structure | 0 |
| 3502 | Garage Instructor II | 241 | 8641 | Manager, Janitorial Services | 0 |
| 2207 | Heavy Duty Equipment Operator | 700 | 7438 | Manager, Maintenance | 0 |
| 3437 | Industrial Engineer II | 999 | 7804 | Manager, Maintenance - Bus | 0 |
| 2302 | Inspection Terminal Instructor I | 308 | 7805 | Manager, Maintenance - Rail | 0 |
| 2303 | Inspection Terminal Instructor II | 308 | 7436 | Manager, Maintenance Construction | 0 |
| 7748 | Investigator | 0 | 7463 | Manager, Rail Car Appearance | 0 |
| 853 | Ironworker | 1 | 7464 | Manager, Rail Customer Facilities Maintenance | 0 |
| 4976 | Ironworker (Non-Welding) | 1 | 7454 | Manager, Signal Engineering | 0 |
| 993 | Ironworker Foreman | 1 | 7487 | Manager, Signal Maintenance | 0 |
| 3458 | Ironworker General Foreman | 1 | 7492 | Manager, Structural Maintenance | 0 |
| 854 | Ironworker Helper | 700 | 7500 | Manager, Structure Engineering | 0 |
| 3658 | Ironworker Helper | 700 | 7493 | Manager, Substation & Power Maintenance | 0 |
| 6227 | Key Instructor | 241 | 7497 | Manager, Technical Services - Rail | 0 |
| 2632 | Line Foreman | 9 | 7498 | Manager, Technical Support | 0 |
| 2633 | Lineman | 9 | 7903 | Manager, Track Engineering | 0 |
| 2634 | Lineman Helper | 9 | 7501 | Manager, Track Maintenance | 0 |
| 1535 | Loader Grinder Operator | 308 | 7504 | Manager, Transportation | 0 |
| 1191 | Machine Shop Foreman (Skokie) | 8 | 7806 | Manager, Transportation - Bus | 0 |
| 1324 | Machine Shop Foreman (S-Shops) | 8 | 7807 | Manager, Transportation - Rail | 0 |
| 1962 | Machinist | 8 | 8346 | Manager, Transportation - Rail CS | 0 |
| 1249 | Machinist (Frog Shop) | 8 | 8531 | Manager, Transportation - Supervision | 0 |
| 4679 | Machinist (Rail) | 8 | 4768 | Material Assignment Dispatcher | 134 |
| 1416 | Machinist Apprentice | 8 | 3922 | Mechanical Unit Assembler | 701 |
| 2578 | Machinist Foreman | 8 | 3924 | Mechanical Unit Preparer | 701 |
| 2554 | Machinist Leader A | 8 | 2211 | Mobile Bus Mechanic | 241 |
| 2732 | Machinist Leader A (Frog Shop) | 8 | 6199 | Modified Customer Assistant | 308 |
| 5214 | Manager Comm/Power Control | 0 | 257 | Motorman | 308 |
| 7705 | Manager II, Control Center | 0 | 2636 | Pm Resident Instructor | 241 |
| 7740 | Manager II, Facilities Maintenance | 0 | 3665 | Power Controller | 134 |
| 7991 | Manager II, Inspections & Investigations | 0 | 7549 | Project Manager | 0 |
| 7367 | Manager II, Maintenance | 0 | 8171 | Project Manager - Construction | 0 |

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

| | | | | | |
|------|--|-----|------|---|-----|
| 6190 | PTTC Flagman | 308 | 8666 | Senior Project Manager - Construction | 0 |
| 6191 | PTTC Rail Inspector | 308 | 5280 | Senior Quality Engineer-Electrical | 0 |
| 6192 | PTTC Rail Instructor | 308 | 5279 | Senior Quality Engineer-Mechanical | 0 |
| 7559 | Quality Assurance Inspector | 0 | 4507 | Senior Rail Equipment Engineer | 0 |
| 5274 | Quality Improvement Tech | 0 | 5319 | Senior Safety Analyst | 0 |
| 5758 | Quality Improvement Tech II | 0 | 8646 | Senior Safety Officer | 0 |
| 5988 | Radiator Repairer | 73 | 7994 | Senior Safety Specialist | 0 |
| 6100 | Rail Carbody Inspector | 308 | 5277 | Senior Shop Equal Imprv Inspector | 0 |
| 5479 | Rail Controller | 134 | 5487 | Senior Signal Engineer | 0 |
| 6099 | Rail Controls Inspector | 308 | 4660 | Senior Structural Maintenance Engineer | 0 |
| 3982 | Rail CSR / Security Controller | 134 | 7952 | Senior System Safety Engineer | 0 |
| 6098 | Rail HVAC Repairer | 308 | 8197 | Senior Technician, Quality Improvement - Bus | 0 |
| 3430 | Rail Instructor I | 308 | 8198 | Senior Technician, Quality Improvement - Rail | 0 |
| 3431 | Rail Instructor II | 308 | 5287 | Senior Track Construction Engineer | 0 |
| 6203 | Rail Instructor III | 308 | 4800 | Senior Track Maintenance Engineer | 0 |
| 6102 | Rail Leader/Pilot | 308 | 8662 | Senior Transit Safety Investigator | 0 |
| 305 | Rail Service Supervisor I | 308 | 8620 | Senior Transit System Safety Officer | 0 |
| 3434 | Rail Service Supervisor II | 308 | 1267 | Service Truck Chauffeur | 700 |
| 6122 | Rail Service Supervisor III | 308 | 2491 | Sheet Metal Foreman | 73 |
| 6097 | Rail Technician | 308 | 2534 | Sheet Metal Foreman | 73 |
| 3676 | Rail Terminal Supervisor | 308 | 1077 | Sheet Metal Worker | 73 |
| 6101 | Rail Truck Shop Repairer | 308 | 2216 | Sheet Metal Worker | 73 |
| 2129 | Rapid Transit Operator | 308 | 2105 | Sheet Metal Worker Apprentice | 73 |
| 2783 | Resident Instructor Tire Repair | 241 | 2287 | Shop Inspector | 241 |
| 6204 | Roadmaster II | 134 | 1110 | Shop Tractor Operator | 241 |
| 7564 | Roadmaster II | 0 | 2500 | Shopman I | 8 |
| 5290 | Roadmaster II Track Constr | 0 | 2088 | Shopman II | 8 |
| 5493 | Roadmaster II Worktrain | 0 | 5092 | Signal Engineer I | 0 |
| 6205 | Roadmaster III | 134 | 6217 | Signal Engineer I | 9 |
| 7565 | Roadmaster III | 0 | 5477 | Signal Engineer II | 0 |
| 5289 | Roadmaster III Track Maintenance | 0 | 6218 | Signal Engineer II | 9 |
| 5320 | Safety Analyst | 0 | 5089 | Signal Engineer III | 0 |
| 7566 | Safety Officer | 0 | 6219 | Signal Engineer III | 9 |
| 8003 | Safety Specialist | 0 | 6220 | Signal Engineer IV | 9 |
| 4302 | Security Controller | 0 | 5090 | Signal Engineering Coordinator | 0 |
| 8287 | Security Specialist | 0 | 6222 | Signal Engineering Coordinator | 9 |
| 8647 | Senior Construction Safety Engineer | 0 | 810 | Signal Foreman | 9 |
| 8621 | Senior Coordinator, Emergency Preparedness | 0 | 2128 | Signal Helper | 9 |
| 7581 | Senior Coordinator, Facilities Maintenance | 0 | 2127 | Signal Maintainer | 9 |
| 5276 | Senior Field Qual Imprv Inspector | 0 | 6221 | Signal Maintenance Coordinator | 9 |
| 2537 | Senior Garage Instructor | 241 | 4426 | Signal Relay Foreman | 9 |
| 7589 | Senior Industrial Hygienist | 0 | 5800 | Special Part-Time Bus Operator | 241 |
| 8573 | Senior Manager, Accident Investigations | 0 | 3292 | Structural Engineer I | 0 |
| 8574 | Senior Manager, Construction Safety & Engineering | 0 | 3293 | Structural Engineer II | 0 |
| 8475 | Senior Manager, Inspections & Investigations | 0 | 3113 | Structural Engineer III | 0 |
| 8575 | Senior Manager, Occupational Health & Safety | 0 | 6239 | Structure Engineering Coordinator | 8 |
| 8483 | Senior Manager, Rail Customer Facilities Maintenance | 0 | 6240 | Structure Maintenance Coordinator | 8 |
| 8661 | Senior Manager, Safety Investigator | 0 | 3370 | Sub Assembler | 8 |
| 7487 | Senior Manager, Signal Maintenance | 0 | 2602 | Substation Attendant | 134 |
| 7492 | Senior Manager, Structural Maintenance | 0 | 6228 | Supervisor Clerk | 241 |
| 8576 | Senior Manager, System Safety - Bus | 0 | 1234 | Supervisory Chauffeur-Garage Man | 700 |
| 8577 | Senior Manager, System Safety - Rail | 0 | 263 | Switchman | 308 |
| 7501 | Senior Manager, Track Maintenance | 0 | 7615 | System Safety Engineer | 0 |
| 8489 | Senior Manager, Transportation - Rail | 0 | 314 | T/A/Modified Customer Assistant | 308 |
| 8491 | Senior Manager, Utility Services | 0 | 4508 | Tech Design Draftsman II | 0 |
| 5486 | Senior Power Engineer | 0 | 8114 | Technical Trainer - Rail | 0 |

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

| | | |
|------|--|------|
| 7619 | Technician, Quality Improvement | 0 |
| 7825 | Technician, Quality Improvement - Bus | 0 |
| 7836 | Technician, Quality Improvement - Rail | 0 |
| 5000 | Testing Engineer | 134 |
| 2367 | Testing Engineer I | 134 |
| 881 | Testing Engineer II | 134 |
| 5031 | Testing Engineer III | 134 |
| 6054 | Testing Engineer IV | 134 |
| 6055 | Testing Engineer V | 134 |
| 2655 | Tire Repairer | 248 |
| 988 | Tool Maker | 8 |
| 292 | Towerman 'A' And 'B' | 308 |
| 2748 | Track Lubricator Maintainer | 308 |
| 6245 | Track Maintenance Coordinator | 8 |
| 4712 | Track Maintenance Engineer II | 0 |
| 2704 | Track Maintenance Equipment Operator | 308 |
| 577 | Track Welder | 308 |
| 3366 | Trackman | 308 |
| 2285 | Trackman II | 308 |
| 8663 | Transit Safety Investigator | 0 |
| 8616 | Transit System Safety Officer | 0 |
| 6195 | Universal Rail Supervisor I | 308 |
| 6196 | Universal Rail Supervisor II | 308 |
| 1052 | Upholsterer | 9777 |
| 2581 | Work Car Crane Operator | 308 |
| 414 | Work Train Conductor | 308 |
| 5420 | Work Train Conductor | 308 |
| 4926 | Yardmaster | 134 |
| 7644 | Yardmaster | 0 |



**CHICAGO TRANSIT AUTHORITY
DRUG AND ALCOHOL POLICY
AND TESTING PROGRAM
FOR NON-SAFETY SENSITIVE
EMPLOYEES**

Effective January 1, 1995
Revised August 2011 and February 2014

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| I. OVERVIEW..... | 1 |
| II. INTRODUCTION..... | 1 |
| A. Policy and Program Purposes..... | 1 |
| B. Employee and Management Responsibilities..... | 2 |
| C. Confidentiality..... | 2 |
| III. IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG AND ALCOHOL-FREE WORKPLACE..... | 3 |
| A. Deterrence..... | 3 |
| 1. Fitness for Duty | 3 |
| 2. Reporting the Use of Prescription Drugs or "Over-the-Counter" Medication | 4 |
| 3. Education and Training | 4 |
| B. Treatment and Rehabilitation - Employee Assistance Program ("EAP") | 5 |
| IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING | 5 |
| A. General Conditions | 5 |
| 1. Persons Subject to Testing | 5 |
| 2. Prohibited Behavior/Drugs | 6 |
| 3. Prohibited Behavior/Alcohol..... | 7 |
| B. Detection | 8 |
| 1. Circumstances for Testing | 8 |
| 2. Conduct that Constitutes a Refusal to Submit to a Test | 9 |
| V. METHODOLOGY | 10 |
| VI. ENFORCEMENT OF POLICY..... | 11 |
| A. Consequences of Verified Positive Drug Test, Alcohol Concentration of 0.04 or Greater, Refusal to Submit to a Test, or Other Violation of Policy | 11 |
| 1. Applicants for Employment..... | 11 |
| 2. Employees | 11 |

| | | |
|-------|---|----|
| B. | Union Involvement..... | 11 |
| C. | Consequences of Negative Test for Employees | 12 |
| D. | Dilute Specimen..... | 13 |
| VII. | GRIEVANCE-ARBITRATION PROCEDURE..... | 13 |
| VIII. | ATTACHMENT G - COLLECTIVE BARGAINING AGREEMENT..... | 13 |
| | MEMORANDUM OF UNDERSTANDING | 13 |

APPENDICES

| | |
|-------------|------------------------------------|
| APPENDIX A: | POLICY AND PROGRAM PERSONNEL |
| APPENDIX B: | CONDITION OF EMPLOYEE REPORT |
| APPENDIX C: | DRUG AND ALCOHOL TEST NOTIFICATION |
| APPENDIX D: | DRUG AND ALCOHOL TEST PROTOCOL |

I. OVERVIEW

In a document styled "Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees" ("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 resolution.

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.

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 ("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) drug and/or alcohol tests in the following circumstances: pre-employment, reasonable suspicion, post-accident, 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.

A covered 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, 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 this policy. 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 the property until the time he/she completes his/her work assignments and leaves the 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. 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, and subsequently have a confirmed positive drug or alcohol test, are 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. Treatment and Rehabilitation--Employee Assistance Program ("EAP")

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 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 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 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 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 use of a controlled substance¹ by Authority employees at any time is prohibited.
- The use or possession of a controlled substance from the time an employee reports for work until the conclusion of the employee's workday or 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.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance.

¹ "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.

*The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on Authority property by any person at any time also is prohibited.

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 unless he/she passes a pre-employment drug test. The test will be administered as part of the pre-employment physical examination. If a pre-employment drug test is cancelled, 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

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 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; opiates; 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 40.87.

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. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for these additional five (5) drugs or classes of drugs:

| Drug | Cutoff Levels (ng/ml) |
|----------------------------|------------------------------|
| Barbiturates | 300 |
| Benzodiazepine metabolites | 300 |
| Methadone | 300 |
| Methaqualone | 300 |
| Propoxyphene | 300 |

The following confirmatory cutoff levels will be used:

| Drug | Cutoff Levels (ng/ml) |
|----------------------------|------------------------------|
| Barbiturates | 150 |
| Benzodiazepine metabolites | 150 |
| Methadone | 150 |
| Methaqualone | 150 |
| Propoxyphene | 150 |

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 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 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 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. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

This policy amends relevant sections of Attachment G 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 supercede any inconsistent provisions of the Policy.

APPENDIX A

POLICY AND PROGRAM PERSONNEL

Vice President, Omar A. Brown - Human Resources
obrown@transitchicago.com / 312-681-2600

Drug and Alcohol Program Manager, Marie Marasovich - Human Resources
mmarasovich@transitchicago.com / 312-681-2223

Drug and Alcohol Program Assistant, Vetricole Coleman - Human Resources
vcoleman@transitchicago.com / 312-681-2270

Substance Abuse Professional, 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 <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | SURE <input type="checkbox"/> | | | | |
| | WALKING = | UNSTEADY <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | STEADY <input type="checkbox"/> | | | | |
| | SPEECH = | SLURRED <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | CLEAR <input type="checkbox"/> | | | | |
| | BEHAVIOR'S = | UNCOOPERATIVE <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | COOPERATIVE <input type="checkbox"/> | | | | |
| | EYES = | BLOODSHOT <input type="checkbox"/> | QUESTIONABLE <input type="checkbox"/> | CLEAR <input type="checkbox"/> | | | | |
| | BODY ODOR = | STRONG <input type="checkbox"/> | WEAK <input type="checkbox"/> | NONE <input type="checkbox"/> | | | | |
| QUESTIONS TO EMPLOYEE | Are you ill or injured? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 2. Did Employee refuse breath and urinalysis test? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Was employee informed of consequences for refusing test? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 4. Was an stamp made to notify the employee's union that the employee was ordered to submit to testing? Time of union notified on _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | |
| | | CTA OFFICIAL STATEMENT | Please circle 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: _____ | | | | | |
| DISTRIBUTION: WDL - Work Location CCRW - Accommodation/PMS | | | | | | | | |

CTA 3134 Rev 9/2010 Version 2

DISTRIBUTION:
 WDL - Work Location
 CCRW - Accommodation/PMS

APPENDIX C – DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

TMG 3-24 version 20-2008 1 3/16/2004 4:23:16 PM

FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

| | | |
|--|---------------------------------------|--------------------------|
| Employee Name _____ | Badge No. _____ | |
| Classification _____ | Work Location _____ | |
| Date and Time of Accident/Incident _____ | Date and Time Ordered by Doctor _____ | |
| Type of Test: <input type="checkbox"/> FTA <input type="checkbox"/> Random <input type="checkbox"/> Follow-up (in accordance with 49 CFR Part 40.6, 47 and 49 CFR Part 48 Subpart C) <input type="checkbox"/> Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Fatality <input type="checkbox"/> Injury (Reasonable Suspicion Doctor Treatment excepted from the above. <small>NOTE: Employees who are dead may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test.)</small> <input type="checkbox"/> Driving Under the Influence (Vehicle related) <input type="checkbox"/> Full Vehicle Involved Test in uninsured/trace operation. <small>NOTE: Test conducted under authority of the above listed circumstances for Safety Benefits Qualifiers conducted pursuant to 49 CFR Part 40, 47 & 480 regulations.</small> | | |
| CTA <input type="checkbox"/> LGD (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Fatality <input type="checkbox"/> Injury (Reasonable Suspicion Doctor Treatment excepted from the above. <small>NOTE: Employees who are dead may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test.)</small> <input type="checkbox"/> Property Damage <input type="checkbox"/> Follow-up | | |
| <small>Supervisor Reasons for Non-Testing (49 CFR Part 40.654(d)(2)) Apply only to non-FTA incidents.</small> <small>If you are醉驾, only the first supervisor reason (C) is valid if C is selected. For the remaining supervisor performance can be independently determined at a sentencing hearing to be sufficient, you do not need to test uninsured. Please state reasons below for not testing:</small> <hr/> <hr/> <hr/> | | |
| <small>YOU ARE NOTIFIED THAT YOU ARE TO CONSENT TO A DRUG AND/OR ALCOHOL TEST ACCORDINGLY WITH FEDERAL REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW-NAMED CTA OFFICIAL.</small> <small>YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEND TO CONDUCT THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS/LAW. CTA REFUSES TO PAY REIMBURSEMENT FOR DRUG AND/OR ALCOHOL TESTING.</small> | | |
| Initials or _____ | Position _____ | Employee Signature _____ |
| <small>CTA Notifying Agent _____</small> | | |
| <small>Character Information</small> <small>Time Testing Begun: _____</small> <small>*Had consumption of alcohol (if applicable) when consented to do so you must make an effort to provide a saliva specimen. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge.</small> <small>Time Testing Completed: _____</small> | | |
| <small>Elapsed time from consumption/test confirmation: _____</small> <small>In the event an alcohol test is not administered within two (2) hours following an accident, provide and record in the space below to ensure drug test is not properly administered. If an alcohol test is not administered within eight (8) hours following an accident, make no further test to determine an alcohol test and record the reason why the test was not administered within eight (8) hours. In the event a drug test is not administered within 24 hours following an accident, do not continue to administer the drug test. (49 CFR Parts 40.64 (g) & (h))</small> <small>Collector's Signature: _____</small> | | |
| <small>Supervisor Information</small> <small>Supervisor Reasons for Denial of Test/Termination:</small> <hr/> <hr/> | | |
| <small>NOTE: A copy of the Testing Passover is available upon request.</small> <small>EMPLOYEES MUST RETURN THIS FORM TO TRANSMITTER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</small> | | |

OCA TMG 3-24 version 20-2008

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 confidentiality 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 is 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.

- c. 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 test.

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.

**EXHIBIT A: SOLE AGREEMENT
PAINTERS DISTRICT COUNCIL 14**

Table of Contents

| <u>Subject</u> | <u>Date</u> | <u>Page(s)</u> |
|---|-------------|----------------|
| No. 1 Elimination of Painter Helper and establishment of Paintshop Unit Preparers (w/copy of position description) | 12/21/83 | 1-3 |
| No. 2 Establishment of Paint Inspector and Facilities Painter Preparer Classifications (w/copy of position descriptions) | 07/19/84 | 4-9 |
| No. 3 Painter Inspectors Grievance No. 2-85: Utilization and Training (w/copy of 9/18/85 cover memo) | 09/13/85 | 10-12 |
| No. 4 CTA Response to Union's Overtime Proposals: Buildings & Grounds (w/copy of Union's 11/28/88 proposal and 1/13/89 memo on overtime grievance) | 01/10/89 | 13-16 |
| No. 5 Full-Time Temporary Employees hired for Capital Projects | 03/23/90 | 17-20 |
| No. 6 Full-Time Temporary Employees for Capital Projects Hired Prior to March 23, 1990 (w/attachments of Exhibit A and B dated 3/23/90 and 7/24/90) | 06/27/90 | 21-27 |
| No. 7 Seniority Work Pick for Buildings & Grounds Division Painters | 09/11/90 | 28-29 |
| No. 8 Inter-Union Transfers (w/copy of cover Memo Dated 2/27/91) | 12/10/90 | 30-32 |
| No. 9 Paint Inspectors Issues: Training, Testing, Assignments | 07/19/91 | 33-34 |
| No. 10 Paint Inspector Agreements: Seniority and Assignments Issues | 09/22/92 | 35 |
| No. 11 Paint Inspectors Assignments: Seniority, Assignments, Rate of Pay | 06/16/92 | 36-37 |
| No. 12 Miscellaneous Painting: Jurisdiction Issues | 10/30/92 | 38 |

PAINTERS DISTRICT COUNCIL 14, CONT.

| <u>Subject</u> | <u>Date</u> | <u>Page(s)</u> |
|---|-------------|----------------|
| No. 13 Night Graffiti Removal (Orange Line Alternate Schedule) | 11/21/94 | 39-40 |
| No. 14 Assignment of Leaders to Alternate Schedule Leader Openings (w/copy of 4/17/98 cover memo) | 04/16/98 | 41-43 |
| No. 15 Class Action Grievance No. 2801-98 Regarding Mileage Allowance | 10/09/98 | 44 |
| No. 16 Miscellaneous Painting Memo: Jurisdiction Issues (w/copy of 12/01/98 cover memo) | 11/25/98 | 45-46 |
| No. 17 Full-Time Temporary Employees for Capital Projects | 05/30/00 | 47-49 |
| No. 18 Sign and Display Painter Classification Established (w/copy of letter dated 10/31/00 and job description) | 10/04/00 | 50-54 |
| No. 19 Project Labor Agreement | 10/25/12 | 55 |
| No. 20 Craft Survey Procedure | 2015 | 56-59 |

Chicago Transit Authority
Merchandise Mart Plaza • PO Box 3555, Chicago, Illinois

No. 1 Elimination of Painter Helper & Establishment
of Paint Shop Unit Preparers (*w/copy of
position descriptions*)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and executed in duplicate on December 21, 1983, by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter; for convenience, called the "Authority"), and LOCAL 396 of the Automotive and Equipment Painters and Processors, AFL-CIO (hereinafter, for convenience, called the "Union").

I. Job Classifications:

- A. Effective the date of execution, the present job classification of Painter Helper will not be utilized for future hires.
- B. Effective the date of execution, the Authority will establish the following job classification:

Paintshop Unit Preparer

Said job description is attached hereto as Exhibit "A".

- C. Effective the date of execution, employees will be hired into the job classification of Paintshop Unit Preparer.
- D. The Union and Authority agree that the ratio of Journeyman Painters to Paintshop Unit Preparers will not exceed 3:1.

II. Training and Advancement:

- A. (1) The Authority will make available training programs for Incumbent Painter Helpers to qualify and be certified as Journeyman Painters. Such training and certification testing will be based on the manpower requirements determined by the Authority.

(2) Employees will be eligible to participate in such training programs in bargaining unit seniority order.

(3) All such training programs will be of a voluntary nature and employees will be allowed to attempt certification testing without taking any training, if they so desire.

(4) All training will be on the employee's own time and will be unpaid. Testing for certification purposes will be on the employee's paid time.

(5) Permanent assignment to a job classification will be determined by the employee's certification date. Where certification dates are the same, bargaining unit seniority will prevail.

Memorandum of Agreement
Local 396
Page 2 of 2

III. Wage Rates and Conditions of Payment:

A. Incumbents

Effective upon certification, Incumbent Painter Helpers will be paid at the Journeyman Painter rate of pay.

B. Future Employees

Effective the date of execution, all employees hired into the job classification of Paintshop Unit Preparer will be paid as specified below:

(1) Job Classification - Paintshop Unit Preparer

1st 12 Months 60% of the actual paid rate of journeyman
Thereafter 65% of the actual paid rate of journeyman

LOCAL UNION NO. 396, AUTOMOTIVE AND EQUIPMENT PAINTERS AND PROCESSORS

Lloyd Brown
Lloyd Brown
Business Representative

CHICAGO TRANSIT AUTHORITY

Richard Schneider
Richard Schneider
Director, Bus Maintenance

Frank W. Venezia
Frank Venezia
Director, Rail Maintenance

George Millonas
George Millonas
Manager, Equipment Engineering/
Maintenance

Andrew F. Schmidt/Jung
Andrew F. Schmidt
Area Superintendent,
Contract Administration

Robert O'Connor
Robert O'Connor
Manager, Labor Relations

AFS/rm
12/21/83

Primary Location

Vehicle Maintenance Shops

Craft Foreman

396

Cleans, strips, and prepares interior and exterior surfaces of rail vehicles, buses, cars and other equipment components and performs a variety of laboring duties.

PRIMARY DUTIES AND RESPONSIBILITIES

Removes accumulated grime from surfaces to be painted. Removes rust, flaked or blistered paint, signs, decals, and other insignias from vehicles and equipment components prior to painting. Applies and removes masking prior to and after painting. Applies undercoating, paints, enamels, varnishes, or sealants to miscellaneous equipment components. Erects and disassembles ladders and scaffolds. Applies and/or bakes protective paints, varnishes or sealants onto equipment. Uses hand and power operated tools in the performance of job duties. Assists Painters as required. Assists in the material handling of paintshop equipment. Performs other duties as assigned.

POSITION REQUISITES

Required to possess a basic knowledge of the working properties of paints, enamels, varnishes, sealants and solvents.

Required to possess the skills necessary to read and interpret drawings.

Required to possess the ability to follow instructions, procedures, and methods precisely.

Required to possess language skills necessary to comprehend and carry out precise instructions.

Required to be knowledgeable of acceptable methods and procedures utilized in the cleaning and preparing of rail vehicles, buses, cars and other equipment components and units.

Required to furnish certain hand tools.

Required to be in good physical condition necessary to perform the physical activities of this position.

PHYSICAL DEMANDS

Required to stand, walk, bend, stoop, kneel, and climb up to 100% of the job cycle.

Required to lift, carry, and maneuver material weighing up to 100 lbs.

Required to work from ladders and scaffolds.

Must possess good eyesight and be able to distinguish colors.

WORKING CONDITIONS

Works in close proximity to baking and drying equipment producing heat measuring 350° or more. Works with various types of paints, coating varnish, and other sealants. Exposed to shop noise and dust. May be required to work out of doors on occasion subject to varying weather conditions. May work in proximity to energized third rail and moving cars. Occasionally travels to and works at various field locations.



Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3655
Chicago, Illinois 60654
(312) 654-7200

NO. 2 Establishment of Paint Inspector & Facilities
Painter Preparer Classifications (w/copy of
position description)

AGREEMENT

THIS AGREEMENT made and entered into this 19TH day of July, 1984 by and between the CHICAGO TRANSIT AUTHORITY (hereinafter; for convenience, called the "Authority") and LOCAL 396, AUTOMOTIVE & EQUIPMENT PAINTERS AND PROCESSORS UNION (hereinafter; for convenience, called the "Union").

WITNESSETH:

WHEREAS, the Authority has experienced the need to have qualified individuals to perform the functions of "Paint Inspector" and "Facilities Painter Preparer", and

WHEREAS, the Union has argued that such duties and responsibilities properly fall within the Local 396 bargaining unit, and

WHEREAS, the parties desire to implement efficient and effective procedures which are not inconsistent with the terms and conditions of the Labor Agreement, and

WHEREAS, the parties hereto further desire to settle this matter without proceeding to the Grievance/Arbitration procedure;

NOW, THEREFORE, the parties hereto agree as follows:

- 1) The Authority will establish a job classification entitled "Paint Inspector" which will be paid at the journeyman "Painter" rate. Copies of both job descriptions are attached hereto as Exhibits 'A' and 'B'.
- 2) The Authority will establish the criteria by which employees will be certified as "Paint Inspectors" and determine the need for utilizing "Paint Inspectors".
- 3) Supervisory employees and foremen will evaluate journeyman "Painters" assigned to Facilities Maintenance in seniority order to determine those individuals eligible to become certified as "Paint Inspectors".
- 4) Employees certified as "Paint Inspectors" will be required to work various days, hours, and locations as assigned in order to accommodate contractors' schedules.
- 5) Employees who become certified as "Paint Inspectors" will be dually classified as both "Paint Inspector" and journeyman "Painter". It is understood that such certified "Paint Inspectors" will perform the duties of "Painter" when not performing "Paint Inspector" duties.

Agreement
Paint Inspectors
Page 2 of 2

- 6) The Authority will establish a job classification entitled "Facilities Painter Preparer". A copy of said job description is attached hereto as Exhibit 'C'. The wage rate payable to such job classification is as follows:

| | |
|-----------------|----------------------------|
| First 12 months | 60% of the Journeyman Rate |
| Thereafter | 65% of the Journeyman Rate |

- 7) The Authority will not be permitted to utilize more than one "Painter Preparer" for every three journeymen "Painters".
- 8) Employees in the classification of Painter Preparer who are transferred to the classification of Painter Apprentice, shall be given the following service credit as an Apprentice:

| <u>Length of Service as Painter Preparer</u> | <u>Service Credit as Painter Apprentice</u> |
|--|---|
| 0 - 18 months | None |
| 19 - 36 months | 12 months |
| 37 months or more | 24 months |

- 9) The Union hereby agrees to release the parties from any and all rights, claims, demands, actions, causes of actions, or suits of law it has or may have arising from said matter or the manner in which it was processed, except as may be necessary to enforce the provisions hereof.

AUTOMOTIVE & EQUIPMENT PAINTERS
AND PROCESSORS UNION, LOCAL 396

CHICAGO TRANSIT AUTHORITY


Lloyd Brown
Business Representative


C. Len Wiksten
Director, Facilities Maintenance


Thomas L. Wolgemuth
Manager, Facilities Engineering
Maintenance


Andrew F. Schmidt
Acting Manager, Labor Relations

EXHIBIT 'A'

NON-EXEMPT POSITION DESCRIPTION

JC 100 REV. 12/79

HUMAN RESOURCES
JOB CLASSIFICATION

| | | | |
|---|---|-------------------------------|---|
| DEPARTMENT Facilities Engineering & Maintenance | TITLE Paint Inspector | LEVEL hourly | SCH. NO. 4070 |
| SECTION Facilities Maintenance | LOCATION West Shops and Various Field Locations | REPORTS TO Painter Foreman | |
| APPROVED BY <i>C. L. Whisket</i> | ANALYST R. Gay | UNION 396 | DATE WRITTEN 7-19-84 DATE REVISED |

BASIC FUNCTION

Inspects the preparation and painting of Authority facilities performed by outside contractors.

PRIMARY DUTIES AND RESPONSIBILITIES:

Conducts inspections of surfaces being prepared for painting by sandblasting, chemical stripping, wire brushing, scraping, cleaning and priming. Inspects mixed, blended and thinned paint to ensure proper color, content, viscosity, etc. Observes the preparation of surfaces and application of paint to ensure that proper methods are being used, safety regulations being met and contracted specifications conformed to. Examines surfaces subsequent to painting to determine proper finish. Makes notations of pieces or areas of defective work indicating types of adjustment needed. Informs contractors of work not meeting specification and instructs them regarding necessary adjustments. Prepares and submits records of all work inspected and quality of work found. Performs the duties of a Painter when not performing the basic function of this position. Performs other duties as assigned.

POSITION REQUISITES:

Required to have the skills necessary to read and understand painting contract specifications.

Must be knowledgeable of the working properties of various types of paints, solvents and cleaning materials used in facilities painting.

Required to be knowledgeable of the procedures used in the sandblasting, chemical stripping, wire brushing, scraping, cleaning and priming of surfaces to be painted.

Must be knowledgeable of the proper methods used in caulking, patching and glazing.

Required to have a thorough knowledge of the proper mixing, blending and thinning of paints.

Must be skilled in the use of a viscosity cup and be able to mill gauge wet and dry.

Required to have a thorough knowledge of safety rules and procedures as they apply to painters working on CTA property.

Must possess the skills necessary to discuss job related business in a clear, business-like manner.

Required to possess the skills necessary to produce oral and written reports regarding the progress of contractors' work.

Must have a temperament suitable to maintain effective working relationships with paint contractors and to effectively notify these outside contractors with work needing adjustment.

Required to have good or corrected eyesight and hearing and distinguish colors.

Must pass a physical examination and perform the physical activities associated with this position.

EXPERIENCE REQUISITE:

Must have a minimum of five years verifiable experience as a painter engaged in interior and exterior facilities painting.

PHYSICAL DEMANDS:

Works from ladders and scaffolds.

Walks and stands throughout most of the work shift.

Lifts and carries materials weighing up to 100 pounds.

WORKING CONDITIONS:

Exposed to dust, fumes, toxic chemicals, solvents and noise.

Works outdoors in varying weather conditions, on bridges, elevated, ballasted or subway track areas, adjacent to moving vehicles and electrically energized conductors.

Travels to various locations throughout the system in the performance of work.

Works various hours and days of the week.

EXHIBIT 'B'

NON-EXEMPT POSITION DESCRIPTION
JC 100 REV. 12/79HUMAN RESOURCES
JOB CLASSIFICATION

| | | | |
|--|---|-------------------------------|--|
| DEPARTMENT Equipment Engineering and Maintenance | TITLE Painter | LEVEL hourly | SCH. NO. 1227 |
| SECTION Facilities Maintenance | LOCATION West Shops & Various Field Locations | REPORTS TO Painter Foreman | |
| APPROVED BY <i>Chlakat</i> | ANALYST R. Ruzich R. Gay | UNION 396 | DATE WRITTEN 1-18-49 DATE REVISED 8-23-84 |

BASIC FUNCTION

Prepares and paints interior and exterior surfaces of the Authority's facilities.

PRIMARY DUTIES AND RESPONSIBILITIES:

Paints buildings, elevated structures, stations, canopies, fences, shelters, sand and salt boxes and other facilities. Scrapes, chemically strips, wire brushes, cleans and primes surfaces to be painted. Mixes, blends, and thins paint according to trade standards. Applies primers, paints, stains, varnishes, lacquers and other such materials to various surfaces. Paints wood, plaster, stone, brick, metal and other surfaces using proper application procedures. Applies paint using brushes, rollers, pads, sprayers and other related painting equipment. Occasionally performs glazing work. Applies caulking as necessary. Erects scaffolds and performs other paint related laboring work. Performs other duties as assigned.

POSITION REQUISITES:

Must be skilled in the application of various paints using brushes, rollers, pads, sprayers and other related painting equipment.

Required to be knowledgeable of the working properties of various types of paints, solvents and cleaning materials used in facilities painting.

Must be knowledgeable of the procedures used in the scraping, chemical stripping, wire brushing, cleaning and priming of surfaces to be painted.

Required to be knowledgeable of the proper methods used in caulking, patching and glazing.

Must have a thorough knowledge of the proper mixing, blending and thinning of paints.

Required to have good or corrected eyesight and hearing and distinguish colors.

Must pass a physical examination and perform the physical activities associated with this position.

EXPERIENCE REQUISITE:

Must have a minimum of five years verifiable experience as a painter engaged in interior and exterior facilities painting.

PHYSICAL DEMANDS:

Works from ladders and scaffolds.

Walks and stands throughout most of the work shift.

Lifts and carries materials weighing up to 100 pounds.

NON-EXEMPT POSITION DESCRIPTION

JC 100 REV. 12/70

EXHIBIT 'C'

HUMAN RESOURCES
JOB CLASSIFICATION

| DEPARTMENT | TITLE | LEVEL | SCH. NO. |
|---|--|-----------------|--------------|
| Facilities Engineering & Maintenance | Facilities Painter Preparer | hourly | 4071 |
| SECTION | LOCATION | REPORTS TO | |
| Facilities Maintenance | West Shops and Various Field Locations | Painter Foreman | |
| APPROVED BY | ANALYST | UNION | DATE WRITTEN |
| <i>C. Whisket</i> | R. Gay | '396 | 7-19-84 |
| | | | DATE REVISED |

BASIC FUNCTION

Prepares areas and surfaces to be painted throughout the facilities system of the Authority.

PRIMARY DUTIES AND RESPONSIBILITIES:

Scrapes and wire brushes rusted, flaked and blistered surfaces. Removes signs, decals, posters and other objects which would interfere with the painting operation. Cleans and/or prepares surfaces to be painted using equipment provided: Primes surfaces using undercoating, paints and sealants as required. Sands and deglosses surfaces as directed. Erects and takes down ladders and scaffolds. Lays out dropcloths and masks off objects in paint area. Mixes, blends and thins paints as directed by Painters. Cleans paint areas, tools and equipment after completion of work. Cleans and organizes paint shop and storage areas as directed. Performs other duties as assigned.

POSITION REQUISITES:

Required to have a basic knowledge of the working properties of various types of paints, solvents and cleaning materials used in facilities painting.

Must be knowledgeable of the procedures used in the scraping, chemical stripping, wire brushing, cleaning and priming of surfaces to be painted.

Required to be knowledgeable of the proper methods used in patching various surfaces.

Must know the procedures used to properly set up and clean brushes, rollers, pads, sprayers and other related painting equipment.

Required to possess the language skills necessary to comprehend precise instructions given orally and in writing.

Required to have a good or corrected eyesight and hearing and distinguish colors.

Must pass a physical examination and perform the physical activities associated with this position.

PHYSICAL DEMANDS:

Works from ladders and scaffolds.

Walks and stands throughout most of the work shift.

Lifts and carries materials weighting up to 100 pounds.

WORKING CONDITIONS:

Exposed to dust, fumes, toxic chemicals, solvents and noise.

Works outdoors in varying weather conditions on elevated, ballasted, or subway track areas, adjacent to moving vehicles and electrically energized conductors.



Chicago Transit

Merchandise Mart Plaza, P.O. Box No. 5553
Chicago, Illinois 60654
(312) 664-7200

Painter Inspectors Grievance No. 2-85
Utilization and Training (w/9/18/85
cover memo)

September 13, 1985

Mr. Loid Brown
Business Representative
Automotive and Equipment Painters
and Processors Union
Local 396
2724 North Kedzie Avenue
Chicago, Illinois 60620

Dear Mr. Brown:

Pursuant to our discussions regarding Grievance No. 2-85 regarding the Painters Union, please be advised that the CTA and Local 396 agree as follows:

1. Fourteen employees have successfully passed the paint inspectors test. They are as follows:

Foster, W.

Racky, T.

Ziegler, R.

Tillery, W.

Cardenas, E.

Glatz, J.

Flynn, J.

Fortier, F.

Walker, L.

Keegan, J.

Byrne, J.

Knudsen, E.

Meeks, J.

Crawley, M.

They will be notified forthwith.

2. The CTA agrees to provide paid training for these successful paint inspector candidates.

3. Those painters who are dual rated as paint inspectors will be utilized on a rotation basis by seniority.

4. The CTA will provide Mr. Loid Brown with a list of paint jobs.

5. Mr. Loid Brown and Mr. Wally Hallford, or his designate, and a representative of Labor Relations will meet in order to set up the schedule regarding the seniority rotation of the paint inspector classification. The paint inspectors will be assigned to the work until the job is completed.

6. The CTA will schedule a paint inspector examination in the spring of 1986 and will again schedule such examination two years thereafter. This matter will be referred to personnel research for implementation.

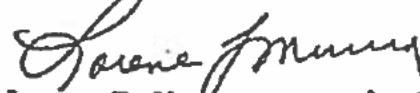
Page Two
September 13, 1985

7: The effective date of utilization for the position of paint inspector classification becomes January 1, 1986.

I believe that this adequately states the terms agreed upon between the parties and, therefore, would request that Local 396 indicate its acceptance in writing as settlement of Grievance No. 2-85.

If you wish to discuss this matter, please do not hesitate to contact me.

Very truly yours,


Lorene F. Murray
Director, General Law

LFM:ek

Date: September 18, 1985

To: Anita Curtis, Jim Marshall, Tom Wolgemuth, Tom Czech, Andy Schmidt,
Wally Hallford and Mike Cook
From: Rene Murray
Re: PAINT INSPECTORS - GRIEVANCE #2-85, LOID BROWN

Local 396 filed a grievance regarding the Paint Inspector position.
The matter was settled. Attached please find the agreement negotiated.

If you have any questions, please do not hesitate to contact me.

LFM:ek
Attach.

45 SEP 20 P1:05
CRA
A

Original: Grievance #2-85 File

XC: Agreement File ~~THIS COPY FOR~~
Unions, Local 396 Corres.
J. E. Bidwill - as info.



Chicago Transit

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

No. 4 CTA Response to Union's Overtime
Proposals, Buildings & Grounds (w/union's
1/28/88 proposal and 1/13/89 memo on
overtime grievance)

January 10, 1989

Mr. Lloyd Brown
Business Manager
Automotive and Equipment
Painters and Processors Union
Local No. 396
Post Office Box 20500
Chicago, Illinois 60620

Re: Union's Overtime Proposals

Dear Mr. Brown:

Gordon Brady, the CTA's Director of Buildings and Grounds has examined the Union's proposals regarding overtime, which you sent to him on November 28, 1988. He has forwarded his analysis to us for our review. We concur with Mr. Brady's comments, which are paraphrased below:

Items 1 and 2: The effect of these two items is the creation of one departmental overtime list for all areas of Building and Grounds. This is unacceptable to the Authority because it would blur the lines of accountability and complicate the administration of personnel. Foremen from one area would be required to call people from other areas. Therefore, we prefer separate seniority lists in each distinct area.

In an effort to define clearly the delineation of areas, duties and overtime opportunities, and to give those who wish the chance to move to a high overtime area, we would consider, if you wish, a one-time special pick showing all areas, clearly noting that overtime will be assigned within each area, and setting forth from where personnel will next be called if the area cannot supply enough people.

Item 3: This proposal, requiring all painters' accumulated overtime figures be started with a zero balance on January 1st of each year, is acceptable. In order to start this process cleanly, we will accept your proposal to start with a zero balance as of the effective dates of the above referenced special pick, and then revert to zero balances on January 1st of each year.

Item 4: As long as it is acknowledged that overtime is kept within the individual areas, this item is acceptable.

Mr. Lloyd Brown
January 10, 1989
Page Two

Item 5: As long as it is acknowledged that overtime is kept within the individual areas, this item is acceptable.

Item 6: This process of contacting the Field Foreman seems to assume the existence of a department-wide overtime list, which, as we've mentioned, is not acceptable.

Item 7: This item is acceptable. We assume that such addressing of discrepancies will include ensuring that hours are distributed as fairly as possible, as you mention in Item 4.

Please contact me after you have reviewed this reply, so that we can reach mutual agreement on this subject.

Very truly yours,



Grant Ward, Jr.
Manager, Labor Relations

GW/JEB:ek
cc: G. Brady

PROPOSALS

1. All Painters, Field Support, Class, and Graffiti Removers should be listed by seniority.
2. Overtime - All weekends should be distributed by seniority regardless of the group the Painters are working in.
3. Effective January 1, 1989, overtime hours will be zero for all Painters.
4. Overtime hours to be kept by the Field Foreman. Hours should be distributed as fairly as possible to the Painters. Seniority and hours worked are to be taken into account.
5. All Foremen and Stewards will receive a copy of the seniority list, and overtime hours.
6. Foremen must contact Field Foremen after being informed there is overtime so the Painters who are scheduled to work can be notified.
7. Any and all discrepancies will be addressed by the Business Manager, or an officer appointed by him.

Automotive & Equipment Painters
& Processors Union, Local 196



January 13, 1989

TO: James F. Keegan, West Shops
FROM: James E. Bidwill, Director, Contract Administration
RE: North Paint Garage Grievance

Grant Ward, Jr., Manager of Labor Relations, has asked me to respond to the grievance you submitted to James Marshall, who is the Deputy Executive Director, Human Resources and Benefit Services, on December 27, 1988.

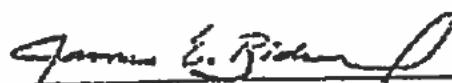
Your union representative has, in fact, been discussing with us the same issues you raise in the grievance and, as I will explain, we believe we have reached an acceptable resolution with him.

First of all, let me explain that your rights to overtime or transfer are governed by the terms of the Wage and Working Conditions Agreement in force between the Authority and Local Union #396. The Agreement permits the Authority to operate its property according to its best judgment and does not mandate a specific procedure for transfers among units. The Authority has agreed it will make every reasonable effort to distribute overtime work equally among employees in their respective classifications and departments in accordance with seniority. Departments in this context means responsibility reporting areas. It would not be reasonable or efficient for the Authority to maintain a Building and Grounds area-wide overtime distribution list.

Consequently, we could simply deny your grievance on contractual grounds. However, because of your union representative's intercession and the Authority's desire to be as fair as possible, the Authority has agreed to a number of procedures to ensure that overtime is distributed on an equitable basis within the operational needs of the Authority.

The agreed procedure which most directly addresses your concerns is as follows: a special pick by seniority will be held in the immediate future. The pick will clearly note that overtime will be assigned within each area. It will further note from what area personnel will next be called if the first area cannot supply enough people. Thus, senior painters who wish to be in an area with greater overtime demands will have that opportunity.

We believe the resolution best serves the needs of our employees and the Authority.


James E. Bidwill

bcc: J. Brady {THIS COPY FOR FILE
L. Brown
G. Ward, Jr.

espresso



Chicago Transit

Merchandise Mart Plaza, P.O. Box
Chicago, Illinois 60654
(312) 644-7200

March 23, 1990

Mr. Lloyd Brown
Business Representative
Automotive & Equipment Painters & Processors
Local Union #396
P.O. Box 20500
Chicago, IL 60620

Re: Full-Time Temporary Employee For Capital Projects

Dear Mr. Brown:

As I informed you by telephone on March 20, 1990, the Authority has received federal funding for capital improvement projects involving rehabilitation of rail cars and of air-conditioning units. The duration of these projects may extend for up to two-and-one-half years.

As a result of this capital funding, the Authority is prepared to hire full-time temporary employees for positions within your bargaining unit. The number of employees and the approximate period that their employment will be required for the capital projects is reported on an attached sheet.

As you will recall, in past capital projects, employees were hired in a full-time temporary status to work on such projects and were administratively separated when such projects were completed. Normally this was a period of approximately six months. While, as in the past, the Authority cannot commit to retaining such employees beyond the depletion of federal funding, we recognize that the duration of the new projects is such that we could not expect full-time temporary employees to commit to working an extended period of time without benefits. Therefore, we have designed the following program:

1. Employees will be hired as FTT's and will be informed that they will be required to resign or be separated at the end of the capital project to which they are assigned if budgeted full-time permanent positions are not available in which to place them.

2. At the completion of six months, the employees' work records will be evaluated and, if acceptable, they will continue as full-time temporary employees. However, for the purpose of benefit eligibility only (and with the exception of pension credit), they will be treated as if they had become full-time permanent employees. They will begin to receive normal vacation credit for days worked; they will become eligible for holidays under the terms of the CTA-Union Wages and Working Conditions Agreement; and they will become eligible for the full employees' group insurance package under the same terms as a newly hired full-time permanent employee.

Full-Time Temporary Employees
Capital Projects
March 23, 1990
Page 2

- a. For example, an employee hired on January 1st will continue to be an FTT employee on and after July 1st, but will be able to take and be paid for the scheduled work day preceding Christmas Day, since this holiday occurs more than three months after July 1st. The employee would not be eligible for the Fourth of July holiday, since under the terms of the CTA-Union Agreement, no holiday guarantees apply for the first three months of permanent employment, and, for the purposes of the holiday benefit, the FTT employee is being treated as a permanent employee as of July 1st.
- b. For example, given the above January 1st-July 1st scenario, the FTT employee and his or her dependents are eligible for hospital and medical benefits on October 1st, just as any other employee who became permanent on July 1st.

3. As stated above, the FTT employee will not be given pension credit nor be required to make pension contributions.

4. In the event full-time permanent positions become available during the capital projects period, FTT employees with an acceptable record will be given first preference for such open positions (unless such preference would adversely affect the promotion of present full-time permanent employees, in which case the Union and the Authority will agree on a mutually acceptable method of assigning preferences). The FTT employee will be placed in the position and will be given credit for the period spent as an FTT. For example, if the employee has been an FTT for six months or more, he will immediately become a full-time permanent employee.

5. In the event that the FTT employee cannot be placed in a full-time permanent position at the time that the Capital project work to which he is assigned concludes, he or she will be required to resign or be administratively separated.

Full-Time Temporary Employees
Capital Projects
March 23, 1980
Page 3

6. Any qualified reference submitted by the Union for the FTT-Capital positions will be given first preference for hiring into those positions. Please keep in mind the Authority's affirmative action commitments.

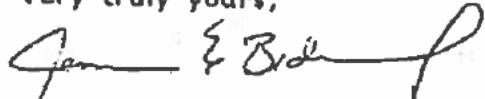
If the above is acceptable to the Union, please so indicated by signing below. If you have any questions, please contact me immediately.

Accepted:



JEB:if

Very truly yours,



James E. Bidwill
Director, Contract Administration

cc: C. Lang
T. Czech
J. Marshall
G. Ward, Jr.
G. Tapling
C. Andersen
G. Kurowski

Painters

Numbers of
Positions

Approximate
Duration

Program

1 FTT Painter
2 FTT Painters

5/1/90-12/31/92
4/1/90-2/1/91

2400 C/D REHAB
2000 MINI-REPAIRS

TOTAL: 3



Chicago Transit

Merchandise Mart Plaza, P.O. Box 3653
Chicago, Illinois 60654
(312) 864-7200

No. 6 Full-Time Temporary Employees for Capital Projects Hired Prior to 3/23/90 (w/attachments of Exhibits A & B dated 3/23/90 and 7/24/90)

June 27, 1990

Revised 7/24/90

Mr. Loid Brown
Business Representative
Automotive & Equipment Painters & Processors
Local Union #396
P.O. Box 20500
Chicago, Illinois 60620

RE: Full-Time Temporary Employees
For Capital Projects Hired
Prior to March 23, 1990

Dear Mr. Brown:

As I informed you by telephone on or about May 14, 1990, the Authority is prepared to extend the same benefits as outlined in our March 23, 1990 letter of agreement to certain full-time temporary capital employees hired prior to March 23, 1990. A copy of this letter of agreement is attached herewith as Exhibit A.

The employees hired prior to March 23, 1990 eligible to receive these benefits are listed on Exhibit B, attached. Exhibit B also reflects the employees' dates of hire, when/if they transitioned to a non-capital position and the employees' eligibility dates for certain benefits (i.e. insurance, holidays, etc.).

If the above is acceptable to you, please so indicate by signing below and return to me.

As soon as we have your acceptance, a copy of this letter of agreement (including exhibits) will be sent to Personnel Administration, Payroll Operations, Insurance and the affected employees' location areas so that the necessary steps can be taken to effectuate this agreement.

If you have any questions, please contact me immediately.

Very truly yours,

James E. Bidwill
Director, Contract Administration

ACCEPTED:

Loid Brown

Business Representative
Local 396

JEB/DT/mrn
Attachments

Mr. Loid Brown
June 27, 1990
Page - 2 -

cc: C. Andersen (w/attachments)
T. Czech
A. Gaughan
R. Gierut
J. Kurtovich
G. Kurowski
C. Lang
R. LeBron
D. Hillock
D. Sturenfeldt
G. Tapling
D. Traxler
G. Ward, Jr.
R. Winston



Chicago Transit
Merchandise Mart Plaza, P.O. Box
Chicago, Illinois 60654
(312) 644-7200

March 23, 1990

Mr. Lloyd Brown
Business Representative
Automotive & Equipment Painters & Processors
Local Union #396
P.O. Box 20500
Chicago, IL 60620

**Re: Full-Time Temporary Employee
For Capital Projects**

Dear Mr. Brown:

As I informed you by telephone on March 20, 1990, the Authority has received federal funding for capital improvement projects involving rehabilitation of rail cars and of air-conditioning units. The duration of these projects may extend for up to two-and-one-half years.

As a result of this capital funding, the Authority is prepared to hire full-time temporary employees for positions within your bargaining unit. The number of employees and the approximate period that their employment will be required for the capital projects is reported on an attached sheet.

As you will recall, in past capital projects, employees were hired in a full-time temporary status to work on such projects and were administratively separated when such projects were completed. Normally this was a period of approximately six months. While, as in the past, the Authority cannot commit to retaining such employees beyond the depletion of federal funding, we recognize that the duration of the new projects is such that we could not expect full-time temporary employees to commit to working an extended period of time without benefits. Therefore, we have designed the following program:

1. Employees will be hired as FTT's and will be informed that they will be required to resign or be separated at the end of the capital project to which they are assigned if budgeted full-time permanent positions are not available in which to place them.
2. At the completion of six months, the employees' work records will be evaluated and, if acceptable, they will continue as full-time temporary employees. However, for the purpose of benefit eligibility only (and with the exception of pension credit), they will be treated as if they had become full-time permanent employees. They will begin to receive normal vacation credit for days worked; they will become eligible for holidays under the terms of the CTA-Union Wages and Working Conditions Agreement; and they will become eligible for the full employees' group insurance package under the same terms as a newly hired full-time permanent employee.

Full-Time Temporary Employees
Capital Projects
March 23, 1990
Page 2

- a. For example, an employee hired on January 1st will continue to be an FTT employee on and after July 1st, but will be able to take and be paid for the scheduled work day preceding Christmas Day, since this holiday occurs more than three months after July 1st. The employee would not be eligible for the Fourth of July holiday, since under the terms of the CTA-Union Agreement, no holiday guarantees apply for the first three months of permanent employment, and, for the purposes of the holiday benefit, the FTT employee is being treated as a permanent employee as of July 1st.
 - b. For example, given the above January 1st-July 1st scenario, the FTT employee and his or her dependents are eligible for hospital and medical benefits on October 1st, just as any other employee who became permanent on July 1st.
3. As stated above, the FTT employee will not be given pension credit nor be required to make pension contributions.
4. In the event full-time permanent positions become available during the capital projects period, FTT employees with an acceptable record will be given first preference for such open positions (unless such preference would adversely affect the promotion of present full-time permanent employees, in which case the Union and the Authority will agree on a mutually acceptable method of assigning preferences). The FTT employee will be placed in the position and will be given credit for the period spent as an FTT. For example, if the employee has been an FTT for six months or more, he will immediately become a full-time permanent employee.
5. In the event that the FTT employee cannot be placed in a full-time permanent position at the time that the Capital project work to which he is assigned concludes, he or she will be required to resign or be administratively separated.

Full-Time Temporary Employees
Capital Projects
March 23, 1990
Page 3

6. Any qualified reference submitted by the Union for the FTT-Capital positions will be given first preference for hiring into those positions. Please keep in mind the Authority's affirmative action commitments.

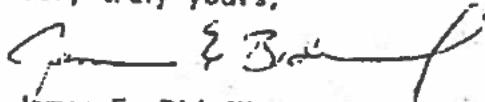
If the above is acceptable to the Union, please so indicated by signing below.
If you have any questions, please contact me immediately.

Accepted:



JEB:if

Very truly yours,



James E. Bidwill
Director, Contract Administration

cc: C. Lang
T. Czech
J. Marshall
G. Ward, Jr.
G. Tapling
C. Andersen
G. Kurowski

Painters

| <u>Numbers of Positions</u> | <u>Approximate Duration</u> | <u>Program</u> |
|--|--|-----------------------|
| 1 FTT Painter | 5/1/90-12/31/92 | 2400 C/D REHAB |
| 2 FTT Painters | 4/1/90-2/1/91 | 2000 MINI-REPAIRS |

TOTAL: 3

CORRECTED COPY - 7/24/90

PAINTERS (2 Employees)

Exhibit B

1. Employee Name: Lewis Lavell
Badge No: 7(1)(b)
Entered Service Date: 8/21/89
Job Classification: Full-time temporary painter
Capital Program
Rehire Date: 2/11/90
Rehire Job Classification: Full-time temporary painter

Pursuant to Agreement:

Eligible for full-time permanent benefits: 2/21/90

Eligible for holidays: 5/21/90

Eligible for hospital/medical benefits: 5/21/90

Note: A corrected Hire Notice must be prepared to change Mr. Lavell from FTI to FTP status effective 2/21/90. A pay adjustment memo must be submitted to Payroll Operations to compensate Mr. Lavell for the Memorial Day and 4th of July Holidays.

2. Employee Name: Benjamin Ramirez
Badge No: 7(1)(b)
Entered Service Date: 8/21/89
Job Classification: Full-time temporary painter
Capital Program
Rehire Date: 3/25/90
Rehire Job Classification: Full-time temporary painter

Pursuant to Agreement:

Eligible for full-time permanent benefits: 2/21/90

Eligible for holidays: 5/21/90

Eligible for hospital/medical benefits: 5/21/90

Note: A corrected Hire Notice must be prepared to change Mr. Ramirez from FTI to FTP status effective 3/25/90. A pay adjustment memo must be submitted to Payroll Operations to compensate Mr. Ramirez for the Memorial Day and 4th of July Holidays.

CHICAGO TRANSIT AUTHORITY
SENIORITY WORK PICK
FOR
BUILDINGS AND GROUNDS DIVISION PAINTERS

- I. There will be a system pick for all active Buildings and Grounds Department Painters. These Painters will pick into areas determined by the Authority.
 - A. Departmental seniority will be used to place all active Painters on a seniority list, and from this list each Painter will pick according to his or her respective seniority date.
 1. Only Buildings and Grounds Painter seniority will be used to determine placement on the seniority list. Therefore, seniority is determined by the date a person is classified on the payroll as a full-time permanent Journeyman Painter.
 2. Foremen and Leaders will not pick, but will be assigned. See paragraph II. B., below.
 3. Apprentices will not pick and will be assigned in various areas throughout the term of the pick.
 4. For picking purposes, the seniority date of a Painter transferring from Skokie Shops or South Shops to Buildings and Grounds will be the effective date of the transfer.
- II. The system pick will be held once annually and will go into effect on approximately the beginning of the first full payroll period in February of each year.
 - A. As stated above, the system pick will consist of all Buildings and Grounds Painters, but not Foremen, Leaders or Apprentices.
 - B. The Authority will assign Foremen and Leaders to each area prior to the posting of the pick. The Authority retains the right to reassign Foremen and Leaders during the term of the pick.

- C. If the Authority elects to fill a Painter position which becomes vacant during the term of a pick, it will be filled by an employee newly entering the Department, rather than by transferring an employee already in the Department who has picked.
 - D. Painters may be required during the term of a pick to work temporarily in areas other than those picked in order to give the Authority the flexibility to rearrange manpower for special projects or emergencies.
- III. As of the date of execution of this Agreement, there are four areas into which Painters will be allowed to pick: Buildings and Grounds North; Buildings and Grounds South; Field Support and Rail Station Maintenance. Area designations, responsibilities and numbers may be changed by the Authority from time to time in the future.
- IV. In the event of any proposed significant alteration in the above procedures or in the pick itself, the Authority and the Union agree to meet and discuss the alteration before it is implemented. This provision does not in any way or manner diminish, limit or expand the contractual or legal rights of the parties.

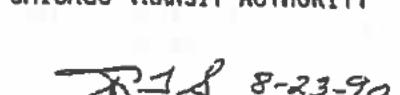
This Agreement, made by and between the Chicago Transit Authority and Local Union #396, Automotive and Equipment Painters and Processors Union, is dated September 0 11, 1990.

AGREED:

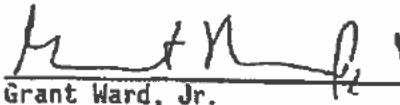
Local #396


Lloyd W. Brown
Business Representative

CHICAGO TRANSIT AUTHORITY


Roy Smith
Senior Manager
Facilities Maintenance


Gordon Brady
Manager
Buildings and Grounds Maintenance


Grant Ward, Jr.
Manager
Labor Relations



Chicago Transit No. 8 Inter-Union Transfers (w/2/27/91 cover
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200
memo)

December 10, 1990

Mr. Nick F. Burkard
Business Manager
International Brotherhood of Electrical Workers
Local Union #9
High Point Plaza Office Center
4415 West Harrison Street, Suite #330
Hillside, Illinois 60162

RE: Inter-Union Transfers

Dear Mr. Burkard:

In accordance with the directive of Interest Arbitrator James J. Healy in Part V, Section X and Part VI, Section XI of his September 26, 1990 Arbitration Award between the Authority and the Amalgamated Transit Union, the International Brotherhood of Electrical Workers, the Teamsters and the Metal Trades Council, this letter is written to record the agreement of the parties concerning the subject of Union-referred applicants.

The agreement is as follows:

1. a) Half of the entry-level openings within the bargaining unit jurisdiction of an individual I.B.E.W. or M.T.C. union will be posted as full-time permanent positions. First preference for filling the positions will be automatically given to present full-time permanent employees in the individual bargaining unit. If qualified candidates cannot be selected from this group, then all other qualified, full-time permanent CTA employees who have applied will be considered for the opening. If qualified candidates still cannot be found, then the position will revert to FIT status and the Authority will consider outside hires.

1. b) The remaining half of entry-level openings will be filled, as in the past, as full-time temporary positions and will be filled by outside hires.

2. In each of the CTA-M.T.C. and CTA-I.B.E.W. Wage and Working Conditions Agreement, paragraph 8 of the section titled "Temporary Employees" will be interpreted to include permanent full-time employees who transfer from positions outside of the bargaining unit jurisdiction into positions within an I.B.E.W. or M.T.C. union's bargaining unit jurisdiction. In other words, the provision under which fifty percent (50%) of open full-time temporary employee positions are conditionally reserved for Union-referred applicants will be applied to all entry-level positions within the

Nick F. Burkard
Page - 2 -
December 10, 1990

individual union's bargaining unit jurisdiction whether or not they are full-time permanent positions filled by an employee transferred from another CTA positions, or are full-time temporary positions filled by an outside hire. For example, a transferred employee would be considered to be a "CTA referral", unless he or she was in fact recommended for the position by the union, in which case the employee would be considered a "Union-referral" and would be counted toward satisfaction of the conditional requirement that 50% of positions would be reserved for union-referred applicants.

3. If a CTA employee transfers into a position within a particular union's bargaining unit jurisdiction, he or she will be transferred as a full-time permanent employee and retain his or her company seniority for such benefits as vacations, health and welfare, holidays and pension. His or her departmental and union seniority will begin on the day of transfer.

If the above accurately reflects the agreement between the Authority and the unions you represent as a member of the Interest Arbitration Panel, please so indicate by signing below.

Very truly yours,



Grant Ward, Jr.
Manager, Labor Relations

APPROVED:


Nick F. Burkard

Nick F. Burkard

GW/JEB/mrn



February 27, 1991

TO: See Distribution List
FROM: Director, Contract Administration
RE: Inter-Union Transfers

Attached is a letter of agreement executed by Grant Ward, Jr. as a representative of the Authority and by Nick Burkard, as interest arbitrator for the Metal Trades Council unions, the I.B.E.W. unions and the Teamsters, which satisfies Part V, Section X and Part VI, Section XI of the Healy interest arbitration award.

This agreement concerns inter-union transfers. It allows an employee in one bargaining unit to transfer to a position under the jurisdiction of another bargaining unit without the previous requirement of resigning and being rehired as a full-time temporary employee thus losing all benefits earned by years of service, such as vacation entitlement and pension credit. The agreement also protects the union's conditional right, under the "Temporary Employee" provision of the CTA-Union collective bargaining agreement, to refer applicants for 50% of open positions within its jurisdiction, by expanding that right from full-time temporary positions to all entry level positions within the bargaining unit jurisdiction of the Union.

This letter of agreement will be incorporated as an attachment to the integrated collective bargaining agreements of all affected unions, including the separately negotiated agreements with the Operating Engineers and the Bricklayers.

If you have any questions or comments, please contact me.

A handwritten signature in black ink, appearing to read "James E. Bidwill".
James E. Bidwill

JEB:ek

Attach.

cc: T. Czech C. Lang T. Stevens
 A. Gaughan R. LeBron G. Tapling
 R. Gierut J. Marshall D. Traxler
 E. Hill D. Martin G. Ward, Jr.
 D. Hillock R. Smith R. Winston



No. 9 Paint Inspectors Issues: Training, Testing, and
Chicago Assignments

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

July 19, 1991

Mr. Loid Brown
Business Representative
Automotive and Equipment Painters
and Processors
Local Union #396
P.O. Box 20500
Chicago, IL 60620

Re: Paint Inspectors

Dear Mr. Brown:

This letter memorializes a meeting held in the Labor Relations Department on July 10, 1991, concerning paint inspector issues. Present were you, Ann Murphy-Gaughan, Roy Smith, Wally Hallford and myself. Also, memorialized is a telephone call from you to me on July 12, 1991.

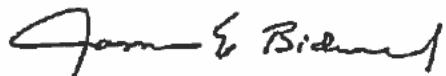
The first subject was testing of paint inspectors. After discussion, the parties agreed on the following propositions:

1. Employees in the 1991 paint Inspector class became paint inspectors by virtue of passing the final exam and satisfying the other criteria for the position.
2. The 1991 class paint inspectors may be required to pass tests on specific projects before being assigned to such projects. Failure to pass the tests does not result in the removal of their paint inspector dual-rating. The result of such failure is only that they will not be assigned to the project. However, if a 1991 class paint Inspector fails to pass three such tests for specific projects, that paint inspector will lose his or her dual-rating.
3. Pre-1991 class paint inspectors will not be required to pass tests for specific projects. However, they will be required to attend training sessions conducted by the Unions, as specified below, if they wish to be assigned to the specific project.
4. In the event a specific project is planned, the Authority will give the specifications for such project to the Union, which will conduct training sessions, on the employee's own, unpaid time, to familiarize the paint inspectors with the specifications and prepare them for the test.
5. The tests for specific projects will be conducted on Authority time. If failure rates indicate that the tests are unfairly difficult, they will be revised and the employees retested.

We also discussed paint inspections of projects assigned to Walter Hallford's Contract Administration unit. You stated that you could tentatively agree that paint inspections of projects under Construction Administration's control would be done by Mr. Hallford's inspectors, with the issue to be open depending on specific circumstances. We agreed that the Maintenance painters presently assigned to the present Hallford project would remain assigned.

In your telephone call of July 12th, you stated that the type of project presently being overseen by the Construction Administration unit should definitely be inspected by a Maintenance painter and you couldn't agree that such projects should be inspected by Mr. Hallford's group. I said we would have to meet on this issue to delineate jurisdiction over future projects. Since the present project is being inspected by a Maintenance painter, this issue is not in immediate controversy.

Very truly yours,



James E. Bidwill
Director, Contract Administration

JB:If

cc: R. Smith
W. Hallford
G. Ward, Jr.

PAINT INSPECTOR AGREEMENTS. SENIORITY AND
Assignment Issues

gnd
6L

TO: GEORGE HAENISCH
FROM: PAINTER'S LOCAL 396, LOID BROWN, BUS. MGR.
RE: PAINT INSPECTOR AGREEMENTS
DATE: SEPT. 22, 1992

OK

1. PAINT INSPECTOR ASSIGNMENTS ARE DISTRIBUTED IN DEPARTMENT SENIORITY ORDER FOR PERMANENT JOBS & FOR FILL IN JOBS, UNTIL AN EMPLOYEE HAS ACCUMULATED BETWEEN 350 & 370 OVERTIME HOURS (700 TO 740 TOTAL HOURS).
2. IF AN EMPLOYEE PASSES THE PAINT INSPECTOR TEST PRIOR TO THE START OF THE UPCOMING SEASON, THEN THE EMPLOYEE WILL BE PLACED ON AN INSPECTOR'S LIST, BY DEPARTMENTAL SENIORITY, TO BE USED FOR THE UPCOMING SEASON; IF THE TEST IS PASSED AFTER THE SEASON BEGINS, THEN THE EMPLOYEE WILL GO ON THE LIST FOR THE NEXT SEASON.
3. IF AN EMPLOYEE REFUSES THE PAINT INSPECTOR JOB, THEN THAT EMPLOYEE WILL FALL BACK INTO THE SENIORITY ROTATION.
4. IF A PAINTER THAT IS NEXT UP FOR A PERMANENT PAINT INSPECTOR POSITION IS OFF WORK DUE TO VACATION, ILLNESS OR EXCUSED ABSENCE, THEN THE NEXT ELIGIBLE PAINTER WILL GO ON THE JOB AS A "FILL IN" INSPECTOR & WILL NOT BE MARKED AS A PERMANENT "IN PROGRESS" UNTIL THE SENIOR PAINTER HAS THE OPPORTUNITY TO ACCEPT OR REFUSE THE JOB. IF THE SENIOR PAINTER ACCEPTS THE JOB, THEN THE "FILL IN" INSPECTOR WILL CONTINUE TO FILL IN BY SENIORITY UNTIL A PERMANENT OPENING OCCURS.
5. JOBS THAT NEED A TEMPORARY "FILL IN" PAINT INSPECTOR WILL BE FILLED BY ONE WHO IS ALREADY AN EXPERIENCED PAINT INSPECTOR.
6. ONCE A PAINTER HAS BECOME A PERMANENT "IN PROGRESS" INSPECTOR ON A JOB, THEN THAT PAINTER WILL NOT BE REMOVED FROM THAT JOB UNTIL HIS HOURS ARE FINISHED OR THE JOB ENDS. HE CANNOT BE BUMPED BY A SENIOR PAINTER WHOSE JOB HAS ENDED.
7. A PAINT INSPECTOR WHOSE JOB HAS ENDED WITHOUT COMPLETING HIS HOURS SHALL BE USED AS A "FILL IN", BY SENIORITY, UNTIL A PERMANENT JOB OPENS.
8. PAINT INSPECTORS WHO HAVE STARTED IN ONE SEASON, BUT NOT COMPLETED THEIR HOURS, WILL BE THE FIRST UP, BY DEPARTMENTAL SENIORITY, THE FOLLOWING SEASON. THIS WILL NOT BE THE CASE HOWEVER, IF THEIR HOURS REMAINING ARE A SMALL ENOUGH AMOUNT (50 OR BELOW AS A STANDARD) SO THAT THEY MAY BE USED AS "FILL-INS".



Chicago Transit

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

Assignments, and Rate of Pay

June 16, 1992

Mr. Loid Brown
Business Representative
Automotive and Equipment Painters and Processors
Local Union No. 396
P.O. Box 20500
Chicago, Illinois 60620

Re: Paint Inspectors

Dear Mr. Brown:

This letter memorializes a meeting held on June 15, 1992, concerning paint inspector issues in addition to the ones addressed in a letter of agreement from me to you dated July 19, 1991. Present at the meeting were Ann Gaughan, George Haenisch, you and me.

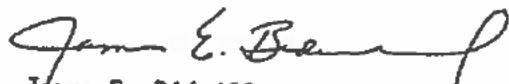
The following agreements and clarifications were made:

- (1) Paint inspector assignments are distributed in company seniority order until an employee has accumulated 350 hours of inspector work, at which time he or she is bypassed until all paint inspectors have reached the 350 hour mark.
- (2) If a paint inspector completes an assignment and has not reached the 350 hour mark, he or she nevertheless cannot bump a less senior paint inspector from another project to which the less senior inspector has already been assigned.
- (3) Henceforth, the paint inspector rate is the journeyman painter rate, plus any premiums normally applied to Facilities Maintenance painters. For example, a painter leader assigned to a paint inspector project will be paid at the journeyman rate without the leader premium.
- (4) Foremen cannot be paint inspectors unless they pass the paint inspector tests and resign as foremen. Upon resignation, a foreman thereby relinquishes accumulated foreman and/or leader seniority.

Two other related subjects were discussed, but require further examination before we reach agreement: responsibility for paint inspector time-keeping; and permanent vs. dual-rated leader positions at West Shops.

If the above accurately reflects our agreements, please so indicate by signing below.

Very truly yours,



James E. Bidwill, Director
Contract Administration

Agreed:



Lloyd Brown

JEB/ls

cc: D. Hillock
G. Haenisch
T. Czech
G. Ward, Jr.
A. Gaughan
D. Bowie
G. Kurowski
R. Jania

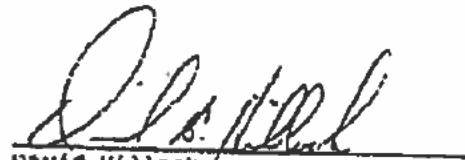


No. 12 Miscellaneous Painting (Jurisdiction Issues)

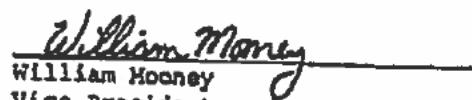
TO: Service Delivery General Managers
FROM: Vice President, Bus Service Delivery
Vice President, Rail Service Delivery
DATE: October 30, 1992
RE: Miscellaneous Painting

This memo is intended simply to remind all levels of management to observe the jurisdictional rights of the Painters Union when assigning painting projects.

Under the present collective bargaining agreement, all painting assignments for CTA employees, except striping of parking lots and painting under the rub rail, are to be performed by painters within the bargaining unit jurisdiction of Local 396, Automotive and Equipment Painters and Processors Union.



David Hillcock
Vice President
Bus Service Delivery



William Mooney
Vice President
Rail Service Delivery

DR:WM:JEB/ab



Chicago Transit Alternate Schedule)

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 654-7200

November 21, 1994

Mr. Loid Brown
Business Representative
Automotive Painters and Processors
Local Union 396
P.O. Box 20500
Chicago, Illinois 60620

Re: Night Graffiti Removal

Dear Mr. Brown:

As we discussed in a meeting on November 18, 1994, attended by Jerome Krasowski, Manager of Buildings and Grounds, you and me, the Authority needs to implement an alternate schedule as provided in Section 2.5(c) of the CTA - Local 396 Wage and Working Conditions Agreement.

This necessity is occasioned by a serious and continuing graffiti problem on the CTA's Orange Line. Since the design of the structure and resulting safety considerations prevent the CTA from removing or painting over graffiti while the line is in operation, such a graffiti response must be performed by Painters during the hours when the line is not operating.

Therefore, beginning in January, 1995, an alternate schedule will be put into place for the purpose of removing and/or painting over graffiti on the Orange Line right-of-way.

The hours of the alternative schedule will be 2200 hours to 0630 hours, beginning on Monday through Friday. However, if the Union so desires, this schedule can be adjusted to begin on Sunday with the last shift of the week beginning on Thursday.

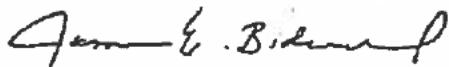
This schedule will be put in place one week of each month, and will continue indefinitely.

Four employees will be required to work this alternate schedule. All maintenance painters will be allowed, in seniority order, to volunteer to work the alternate schedule. If enough volunteers do not come forth, then maintenance painters hired after March 25, 1988, will be assigned, in reverse seniority order, to work this schedule. The maintenance painter apprentice will be assigned to this shift prior to the assigning of journeyman.

~~Employees assigned to the alternate schedule will receive a premium of \$.35 per hour for each hour worked on the alternate schedule.~~ Deleted Per Walt Award of Feb 2002.

I believe the above covers all pertinent details of the alternate schedule. If you have any questions or comments, please call me.

Very truly yours,



James E. Bidwill

cc: T.Czech
G.Ward, Jr.
G.Haenisch
D.Bowie
A.Gaughan
J.Krasowski

AGREEMENT

THIS AGREEMENT, made this 11th day of April, 1998 by and between the Chicago Transit Authority (hereinafter, "the CTA") and Local Union 8A-28A, Metal Polishers, Sign Pictorial and Display Automotive Equipment Painters, Production and Novelty Workers Union (hereinafter "the Union"),

WITNESSES:

WHEREAS, the Union has filed a grievance numbered 3903-97, protesting the methodology by which Painters Leaders were assigned to an alternate schedule as provided for in Article II, Section 2.5 of the CTA-Union Wage and Working Conditions Agreement, and the effect of such methodology on Painters Timothy Webb, Employee No. 18026, and Patrick Doyle, Employee No. 14647; and

WHEREAS, the parties wish to resolve the grievance without further recourse to the grievance-arbitration process;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein, the parties agree as follows:

1. The Union and Timothy Webb and Patrick Doyle all agree to withdraw Grievance 3903-98 and waive any and all individual or class action claims they have or may have against the CTA, the Chicago Transit Board, and their directors, officers, employees, agents, successors, assigns and affiliates.
2. The Union agrees that the CTA has the right, after all leaders have been given the opportunity to volunteer for alternate schedule assignments, to assign leaders to alternate schedule leader openings in reverse order of their leader seniority as established by the date they became dual-rated as leaders; provided, however, no leader hired as an employee on or prior to March 25, 1988, will be required to work an alternate schedule. The Union further acknowledges that the CTA may exercise this right immediately.
3. In consideration of the above, the CTA agrees to the following actions:
 - a. The CTA will take the necessary action to reestablish the leader dual-rating of Mr. Webb and Mr. Doyle. This provision is retroactively effective as of February 8, 1998.
 - b. The CTA will take the necessary action to compensate Mr. Webb in the amount of forty hours pay at his rate as of September 1, 1997 (40 hours at \$20.103 per hour equals \$804.13).

4. The agreements made herein by the CTA are not in any way to be construed as an admission of liability on its part or any of its officers, employees, agents, successors, assigns or affiliates regarding any matters and such liability is expressly denied.

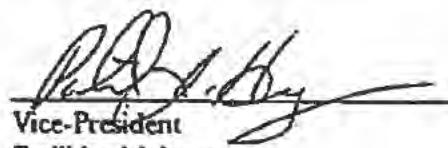
5. This agreement constitutes the exclusive and complete agreement between the parties relating to the subject matter hereof. Further, the parties agree that this agreement, and its terms and conditions shall not be used as a precedent in any present or future dispute between the parties, nor in any discussion, grievance, arbitration, complaint, action at law or in equity, nor in any contractual, judicial or administrative forum.

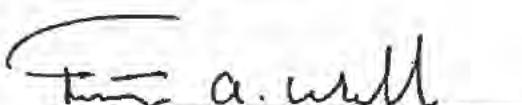
THIS AGREEMENT is made on the date hereof at Chicago, Illinois.

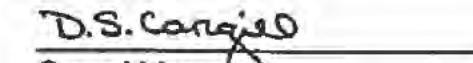
LOCAL 8A-28A, METAL POLISHERS,
SIGN PICTORIAL AND DISPLAY
AUTOMOTIVE EQUIPMENT PAINTERS
PRODUCTION AND NOVELTY
WORKERS

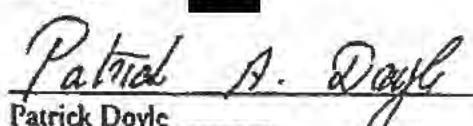
CHICAGO TRANSIT AUTHORITY

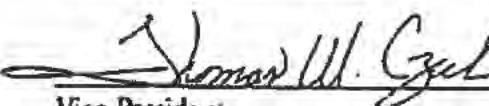

Business Representative

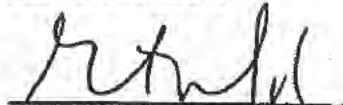

Vice-President
Facilities Maintenance


Timothy Webb
Employee No. 7(1)(b)


D.S. Coniglio
General Manager
Construction Maintenance


Patrick Doyle
Employee No. 7(1)(b)


Thomas W. Gatz
Vice-President
Human Resources


Robert H. Kunkel
General Manager
Industrial Relations

JEB/ab



TO: Distribution Listed
FROM: James E. Bidwill, Contract Administration
DATE: April 17, 1998
RE: Settlement of Painter Grievance

Enclosed is a copy of a fully executed agreement between the Authority and Local 8A-28A which settles a Grievance numbered 3903-97, filed by:

Timothy Webb
Employee No. 7(1)(b)
Painter/Area 538

Patrick Doyle
Employee No. 7(1)(b)
Painter/Area 538

This grievance settles an issue concerning assignment of leaders to alternate schedules. The principal items of agreement are:

1. the Union and the grievants withdraw the grievance and waive any further protest;
2. the Union specifically agrees that leaders can be assigned by leader seniority;
3. the CTA restores the leader status of Webb and Doyle retroactive to February 8, 1998;
4. Webb will receive forty hours overtime pay for five of the seven days he worked as the alternate schedule leader. Forty hours at \$20.103, Webb's classified rate at the time of the assignment, equals \$804.13

To the extent your cooperation is required, please take the necessary action to implement this agreement.

James E. Bidwill

JEB/ab
Enclosure(s)

Distribution List:

J. Hartman
D. Cargill
G. Ward, Jr.
D. Noone
A. Gaughan
M. Cook
W. Moore
B. Jakubowski

P. Hamey
T. Czech
D. Bowie
D. Traxler
G. Tapling
J. Chmilk
G. Kurowski
JEB Corres.

Mileage

Mr. Loid W. Brown
Area Field Representative
Metal Polishers, Production and
Novelty Workers Union
Local 8A - 28A.
1130 South Wabash, Suite 203
Chicago, Illinois 60605

Chicago Transit Authority

Merchandise Mart Plaza, Rm. B-1, Box 3595
Chicago, Illinois 60654
(312) 664-7210

regarding Mileage Allowance

October 9, 1998

R E C E I V E D

OCT 12 1998

GRIEVANCE ARBITRATION

Re: Class Action (Metal Trades Council)
Grievance No. 2801-98
Mileage Allowance

Dear Mr. Brown:

Our position on the overtime mileage issues raised by your grievance is as follows:

1. Reimbursement for mileage to and from home to perform emergency overtime will continue to be paid, even though the mileage allowance provision of the CTA-Union Wage and Working Conditions Agreement does not require it.
2. An employee using his/her authorized vehicle to perform Authority business during the working hours of scheduled or emergency overtime will be paid the mileage allowance in accordance with the Agreement.
3. Reimbursement for mileage to and from home to perform scheduled overtime will be limited to five (5) miles each way in accordance with the mileage allowance provision of the Agreement.

As soon as all the appropriate paperwork has been processed, employees will be retroactively reimbursed for mileage allowances due to them under the contractual provision, modified by the emergency overtime exception noted above, and will receive future allowances in the same manner.

I hope that this statement of our position resolves your grievance.

Sincerely,


Patrick J. Harvey
Vice President, Maintenance

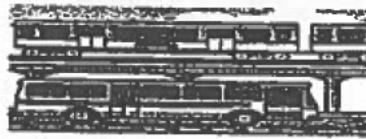
PJH-JEB/cgn

cc: G. Ward, Jr.
D. Bowie
R. Janis
Record

JD
10/13/98

Interoffice Memo

Office of the Executive Vice President
For Transit Operations



DATE: November 25, 1998

TO: ALL TRANSIT OPERATIONS GENERAL MANAGERS

FROM: Richard N. Winston

RE: MISCELLANEOUS PAINTING

This memo is intended to remind all levels of management to observe the jurisdictional rights of the Painters Union when assigning painting projects.

Under the present collective bargaining agreement, all painting assignments for CTA employees, except striping of parking lots and painting under the rub rail, are to be performed by painters within the bargaining unit jurisdiction of Local 396, Automotive and Equipment Painters and Processors Union.

RNW/gg



Chicago Transit Authority
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

December 1, 1998

Loid Brown
Area Field Representative
Metal Polishers, Sign Pictorial and
Display Automotive Painters,
Production and Novelty Workers
Local Union 8A-28A
1130 South Wabash, Suite 203
Chicago, Illinois 60605

Re: Miscellaneous Painting

Dear Loid:

For your information and file, I enclose Mr. Winston's memo on the above captioned subject.

Very truly yours,

James E. Bidwill
James E. Bidwill
Contract Administration

JEB/ab
Enclosure(s)

cc: (w/enclosure)
T. Czech
R. Gienut
D. Bowie
D. Noone
GAP



No. 17 Full-Time Temporary Employees for
Chicago Transit Capital Projects

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

May 30, 2000

Ms. Laura Foster
Area Representative
Local 8A-28A
Metal Polishers, Sign Pictorial
& Display, Automotive Equipment
Painters, Production and Novelty Workers
1130 South Wabash, Suite 203
Chicago, Illinois 60605

Re: Full-Time Temporary Employees
for Capital Projects (FTTC)

Dear Ms. Foster:

The Authority has received capital improvement funding for projects at South Shops.

As a result of this funding, the Authority is prepared to hire full-time temporary employees for positions within the Union's bargaining unit. At this time, the number of employees needed is expected to be four and the duration of the projects is expected to exceed two years.

The Authority cannot commit to retaining these temporary employees beyond the depletion of the capital funding. However, we recognize that the duration of the new projects is such that we could not expect full-time temporary employees to work an extended period of time without benefits. The Union and the CTA faced similar situations in 1990 and 1999 and agreed on "FTTC" programs, which proved to satisfy the interests of the CTA, the Union and its members. We recommend to you a new FTTC program identical to the previous agreements.

1. Employees will be hired as FTTC's and will be informed that they will be required to resign or be separated at the end of the capital project to which they are assigned if budgeted full-time permanent positions are not available in which to place them.

2. At the completion of six months, the employees' work records will be evaluated and, if acceptable, they will continue as full-time temporary employees. However, for the purpose of benefit eligibility only (and with the exception of pension credit), they will be treated as if they had become full-time permanent employees. They will begin to receive normal vacation credit for days worked; they will become eligible for holidays under the terms of the CTA-Union Wages and Working Conditions Agreement; and they will become eligible for the full-time employees' group insurance package under the same terms as a newly hired full-time permanent employee.

- a. For example, an employee hired on January 1st will continue to be an FTTC employee on and after July 1st, but will be able to take and be paid for the scheduled work day preceding Christmas Day, since this holiday occurs more than three months after July 1st. The employee would not be eligible for the Fourth of July holiday, since under the terms of the CTA-Union Agreement, no holiday guarantees apply for the first three months of permanent employment, and, for the purpose of the holiday benefit, the FTTC employee is being treated as a permanent employee as of July 1st.
- b. For example, given the above January 1st - July 1st scenario, the FTTC employee and his or her dependents are eligible for hospital and medical benefits on October 1st, just as any other employee who became permanent on July 1st.

3. As stated above, the FTTC employees will not be given pension credit nor be required to make pension contributions.

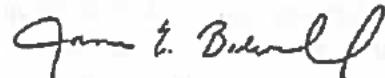
4. In the event full-time permanent positions become available during the capital projects period, FTTC employees with an acceptable record will be given first preference for such open positions (unless such preference would raise promotion and/or transfer issues, in which case the Union and the Authority will agree on a mutually acceptable method of assigning preferences). The FTTC employee will be placed in the position and will be given credit for the period spent as an FTTC. For example, if the employee has been an FTTC for six months or more, he will immediately become a full-time permanent employee.

5. In the event that the FTTC employee cannot be placed in a full-time permanent position at the time that the capital project work to which he is assigned concludes, he or she will be required to resign or be administratively separated.

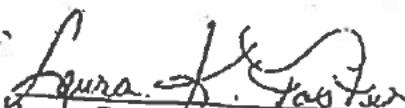
6. Any qualified reference submitted by the Union for the FTTC positions will be given first preference for hiring into those positions. To be considered qualified, an applicant must satisfy all the criteria and fulfill all of the obligations required for placement in a journeyman position with the Authority. Please keep in mind the Authority's affirmative action commitments.

If the above is acceptable to the Union, please so indicate by signing below and returning one of the two duplicate originals to me. (The second original is for your records.) If you have any questions, please contact me immediately.

Very truly yours,



James E. Bidwill
Contract Administration



Laura Foster
Area Representative
Local 8A-28A
Metal Polishers, Sign Pictorial
& Display, Automotive Equipment
Painters, Production and Novelty Workers

JEB/ab

cc: R. Gicquel
P. Reilly
R. Malek



Chicago, Illinois 60654
012 864-7200

Classification (W/10/21/00 letter and job
Description)

October 4, 2000

Laura K. Foster
Area Representative
Metal Polishers, Sign Pictorial and Display
Automotive Equipment Painters,
Production and Novelty Workers
Local 8A-28A
1130 South Wabash, Suite 203
Chicago, Illinois 60605

Re: Sign and Display Painter

Dear Laura:

From your letter of August 21, 2000, to Mike O'Sullivan, I know you are aware of the CTA plan to create the position of Sign and Display Painter. The position will be assigned, at least initially, to Skokie Shops.

I am recommending to the CTA's Job Classification and Compensation Department that the Sign and Display Painter classification be established. The Authority will determine the number of positions that may be open, budgeted and available at any particular time.

Since this is a newly created classification, it is not included within the provisions of the 1996-1999 CTA-Local 8A-28A Wage and Working Conditions Agreement, which presently continues to be in force. The approval of the Illinois Labor Relations Board is required for inclusion of a new classification within a bargaining unit. Please call me so that we can discuss the implication of this requirement.

Very truly yours,

James E. Bidwill
Contract Administration

JEB/ab

cc: R. Gierut
P. Reilly
M. O'Sullivan
C. Morgen
D. Noone
P. Balderas
D. Harris
K. Ray

J. Coleman
C. McLean
L. Bretz
D. Bowie
D. Traxler
L. Ford
K. Herrmann



CHICAGO TRANSIT AUTHORITY
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

October 31, 2000

Ms. Laura K. Foster
Area Representative
Metal Polishers, Sign Pictorial & Display
Automotive Equipment Painters,
Production and Novelty Workers
Local 8A-28A
1130 South Wabash, Suite 203
Chicago, IL 60605

Re: Sign and Display Painter

Dear Ms. Foster:

Please be advised that the Job Classification & Compensation section has established a new position titled Sign and Display Painter, Schedule 6048.

Should you have any questions concerning this matter, please contact Mr. Robert Gierut, Vice President, Employee Relations.

A copy of Schedule 6048, Sign & Display Painter is attached for your information and file.

Very truly yours,

Clayton McLean
Acting Manager, Job
Classification & Compensation

CM/mfs
Attachment

cc: J. Coleman
R. Gierut
P. Reilly
M. O'Sullivan
L. Bretz
J. Bidwill

**THE CHICAGO TRANSIT AUTHORITY
POSITION DESCRIPTION**

| | | | | | |
|-----------------------------------|---------------------------------|---------------|--------------|---------------------------|----------|
| Job Schedule #: | 6048 | Grade: | Hourly | Union Affiliation: | 8A - 28A |
| Position: | Sign and Display Painter | | | | |
| Department: | Rail Shops | | | | |
| Location: | Skokie Rail Shops - 3701 Oakton | | | | |
| Reports To: | Foreman, Paint Shop | | | | |
| Safety Sensitive Position: | No | Date: | May 31, 2002 | | |

POSITION SUMMARY

Prepares interior and exterior surfaces for painting, such as rail vehicles, equipment, office furniture, and a variety of transit operations signs. Produces signs, banners, decals, and wraps for various projects including buses and rail vehicles.

PRIMARY RESPONSIBILITIES

| % time | |
|--------|--|
| 1 | Prepares interior and exterior surfaces of rail vehicles, cars, trucks, office furniture, or other equipment for painting. |
| 2 | Prepares surfaces of equipment and parts by use of enclosed sandblast machine. |
| 3 | Mixes and blends paints and other surface products to achieve desired color and texture. |
| 4 | Spray paints various types of equipment. |
| 5 | Applies paint stripes on bodies of equipment. |
| 6 | Utilizes silk screen or other screening processes to manufacture or fabricate signs, decals, etc. |
| 7 | Prepares interior and exterior surfaces of buses and rail vehicles for painting. |
| 8 | Paints rail vehicle components and parts needed to repair and maintain rail vehicles. |
| 9 | Utilizes computer based vinyl cutter / printer with sign and graphics software to make signs, banners, decals, and wraps. |
| 10 | Uses computer and related software to retrieve paint formulas as required to mix various colors of paint. |
| 11 | Performs related duties as assigned. |

MANAGEMENT RESPONSIBILITIES

Reporting to this position are the following jobs and number of incumbents:

| Job Title | # Incumbents |
|-----------|--------------|
| * | |

Budget responsibility for this position is:

| Budget Size | Direct or Indirect Impact |
|-------------|---------------------------|
| * | |

CHALLENGES

| |
|---|
| * |
|---|

EDUCATION/EXPERIENCE REQUIREMENTS

| |
|---|
| • Required to have a working knowledge of preparing various surfaces for painting including sandblasting. |
| • Must have a knowledge of the proportionate amounts of ingredients to use in mixing and blending paints. |

- Must possess a knowledge of the various methods used in applying paints.
- Must be able to distinguish colors.
- Must have knowledge of various types of paint (acrylic, polyurethane, enamel, lacquer) as well as epoxies, base coat / clearcoat, single stage, multistage, and related additives such as accelerators and retarders.
- Must possess the knowledge and skills necessary to competently operate personal computer systems to develop relevant business applications using appropriate software.
- Must possess the ability to do lay-out, graphic design, scanning of photos / art copies, and converting them to formats conducive to the sign program software.
- Must have a minimum of five years verifiable experience as a painter working for a painting contractor or recognized paint shop, or a combination of education and experience dealing with graphic design / layout, sign software, and the programs needed to produce signs, banners, decals, wraps, and paint formulas.

WORKING CONDITIONS

- Subject to usual shop working conditions.
- May be required to wear protective clothing and equipment.
- May be required to paint sign located on outside of building, as well as rail cars positioned in the yards.
- May be required to work on graffiti removal.
- Possible extreme cold while working outside during winter months.
- Possible extreme heat in certain areas of the shop during summer months.
- Wetness and/or humidity while washing rail cars or other surfaces to be painted.
- Noise of rail car engines and various shop machinery.
- Vibration of spray booth fan and air hose.
- Mechanical hazards from sanders, grinders, and paint mixer.
- Electrical hazards from paint mixer and 600 volt third rail.
- Burn hazards from steam cleaning.
- Explosion hazards from certain paints.
- Chemical hazards from paint stripper, thinners, cleaners, solvents, caustics, and acids.
- Height hazards from walking on the roof of rail cars and on scaffolding.
- Toxic fumes from paint, primer, cleaners, solvents, diesel fuel, caustics, and acids.
- Odors from turpentine, lacquer cleaner, caustics, and acids.
- Dust from sanding operation.
- Mist from water hose and steam cleaner.

PHYSICAL DEMANDS

- Standing while painting, sanding, mixing paints, and cleaning supplies.
- Walking within work area.
- Sitting while painting signs, etc.
- Lifting cans of paint, cans of thinner, paint brushes, items to be painted, and spray tanks.
- Carrying supplies to and from work area, e.g. buckets and brushes.
- Pushing / pulling work supply cart, parts or items to be painted, hand truck or dolly, and scaffolding.
- Climbing up and down ladders and atop scaffolding.
- Balancing while climbing ladder and walking atop rail cars.
- Stooping to prepare various surfaces for painting.
- Kneeling / crouching while painting under carriage of rail cars.
- Reaching for fresh air hood, paint brush, and other work supplies.
- Handling putty knife, nozzles for spray guns, sand paper, scraper, and wire brush.
- Fingering of trigger on paint gun, masking tape, putty, and for the turning of parts and taping of

| |
|---|
| surfaces. |
| • Feeling to inspect paint surface conditions. |
| • Talking to discuss work procedures. |
| • Hearing instructions for a paint job and moving rail cars. |
| • Seeing to observe paint surface, approaching rail cars, forklifts, etc. |
| • Seeing in color to inspect or observe color match and gloss, and to distinguish colors. |

EQUIPMENT, TOOLS AND MATERIALS UTILIZED:

-

**AGREEMENT BETWEEN THE CTA CRAFT COALITION AND THE CHICAGO
TRANSIT AUTHORITY REGARDING PROJECT LABOR AGREEMENTS**

The Chicago Transit Authority ("CTA") and the labor organizations that bargained as a Coalition in the negotiations that resulted in the Wage and Working Conditions Agreements with the stated expiration dates of December 31, 2016 ("Craft Coalition") hereby agree as follows:

In order to insure the timely, orderly and uninterrupted completion of work without labor disputes, and to reduce job site friction, CTA and each Craft Union agree as follows during the term of this Agreement:

To the extent permitted by law, in the event the CTA, either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade/craft jurisdiction of a member of the CTA Craft Union Coalition to be done at the Site of construction or off-site solely for installation at the Site as defined in and permitted by the National Labor Relations Act, owned, leased or controlled by the CTA, each affected Coalition Union shall receive thirty (30) days advance notice prior to the CTA's undertaking except in the case of emergency, the CTA shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for the purposes of the CTA Project to an existing labor agreement with the Coalition Union or a union with the appropriate trade/craft jurisdiction located in the geographic area served by the CTA. Said agreement shall be included in all requests for bids and/or proposals in accordance with CTA written policy, contracts or subcontracts of whatsoever tier by all contractors or subcontractors.

This agreement is subject to the approval by the Chicago Transit Board.

This agreement does not apply to contracts previously awarded entered into or advertised prior to the date of this agreement.

CHICAGO TRANSIT AUTHORITY

By: For CTA

Date: _____

CRAFT COALITION

By: Roger Johnson

Date: 10-25-12

CRAFT SURVEY PROCEDURE

This document shall replace all past documents and establish the procedures for transfers/transitions for all CTA craft employees.

As journeyman vacancies to be filled occur at a Shop location, it will first be offered to FTP CTA employees within the same shop location. Upon completion of surveys, it next will be offered to FTP CTA employees at the other Shop locations. Finally the open FTP positions will lastly be offered to eligible FTTC employees at any of the 3 Shop locations.

PROPOSED PROCEDURES

- I ***FTP Journeyman Vacancies to be filled shall first be offered to FTP CTA employees within the same shop by the survey process as follows:***
 1. *If no current survey is open, (Surveys remain active for 1 year from date initiated) prepare a new survey by FTP ESD seniority. Surveys remain active for 1 year from date initiated. Surveys will remain open for 14 days.*
 2. *Survey will be routed to employees within the job classification to sign survey indicating if interested or not. Once the employee declines the transfer on the survey, there will be no changes.*
 3. *The most senior employee (based on SHOP seniority) that surveyed interested will be considered.*
 4. *Conduct a Level I record review.*
 5. *If work record acceptable, employee will be transferred to the vacant position. Employees that transfer are allowed a 30 day window to reverse the transfer. Employee will remain in that area for one year before being eligible to sign another survey.*
 6. *If employee failed record review, note survey and continue to the next interested employee until an acceptable employee is found.**
 7. *Start survey procedure again to backfill the position of the employee who transferred. Continue process until such time as no one is interested in transferring to that area.*
- II ***When a Journeyman vacancy becomes available to move between Shops, the following procedure should be followed:***

1. When there are no interested FTP employees to transfer within the shop location of the vacancy, a request is forwarded to the other shop locations requesting that they survey their FTP employee's for the vacant FTP position by their FTP ESD seniority.
2. The most senior employee (based on FTP ESD) that surveyed interested will be considered.
3. The incoming shop conducts a Level I record review.
4. If work record is acceptable, arrangements to be made to administer practical test. If review of the test indicates a passing grade, employee's shop location is notified to arrange transfer date. Employee will remain in that position for one year before being able to transfer out on a survey to another Shop location again.
5. If employee failed the record review, survey to be noted and continue to the next interested employee until an acceptable employee is found.*

*If another vacancy opens up during an open survey, previously ineligible employees' records will be re-assessed in seniority order.

III FTP Journeyman Vacancy to be filled by surveying FTTC employees.

1. If no interested, eligible, qualified candidates exist in either (I or II Procedure) then FTTC employees at all locations within the same classification will be surveyed for the vacant FTP position by entered service date (earliest original date of hire) order.
2. The most senior FTTC employee (system wide) that signed interested will be considered.
3. Conduct a Level I record review.
4. If work record acceptable, and employee is from another work location, arrangements are to be made to administer practical test. If review of the test indicates a passing grade, contact HR to make transition arrangements. (Employees at the home location need not be tested.) FTTC employees who transfer to become FTP are immediately eligible to transfer to other system wide FTP vacancy without a 12 month restriction, so long as the vacancy has already been subjected to Steps I and II of this procedure. All subsequent transfers are subject to the 12 month waiting period before gaining further eligibility.

WORK RECORD REVIEW CRITERIA

LEVEL I

The following criteria shall be used in determining Transfer / Transition eligibility;

1. *No suspensions*
2. *No corrective case interviews*
3. *No safety violations (24 months)*
4. *No chargeable complaints*
5. *No chargeable accidents*
6. *No chargeable IOD's*
7. *No more than two (2) sick book entries*
8. *No more than two (2) misses/tardies/unexcused absence*
9. *No more than two (2) non-safety-related violations*

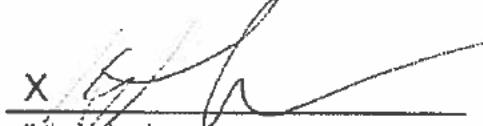
LEVEL II

1. *No suspensions*
2. *No corrective case interviews*
3. *No chargeable complaints*
4. *No chargeable accidents*
5. *No chargeable IOD's*
6. *No more than 2 sick book entries*
7. *No misses/unexcused absence*
8. *No safety violations (24 months)*
9. *No more than 1 tardy/early dismissal*

LEVEL III

1. *No suspensions*
2. *No corrective case interviews*
3. *No chargeable complaints*
4. *No chargeable accidents*
5. *No chargeable IOD's*
6. *No more than 1 sick book entry*
7. *No misses/tardies/unexcused absence*
8. *No safety violations (24 months)*

The criteria guideline reflects a rolling 12 month period from the date of the evaluation with the exception of Safety Rule Violations, which is 24 months. Please note this guideline affects only transfer within the same job classification and does not alter guideline for promotion or training opportunities.

X 
Katharine Lunde
General Manager, CTA Labor Relations

X 
Joe Rinehart
Painters, District Council 14

