

Wage and Working Conditions Agreement

Between the Chicago Transit Authority and the
International Association of Machinists and Aerospace Workers,
District 8



Effective January 1, 2012 through December 31, 2016



**CHICAGO TRANSIT AUTHORITY -
DISTRICT NO. 8 OF THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**
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* 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 District No. 8 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (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 classifications of Foreman, Assistant Foreman and Acting 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. 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 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 Machine Shop Foreman Plant, Equipment Maintenance Foreman, Truck Shop Foreman, Air Brake Foreman, Bus Overhaul Foreman, Frog Shop Foreman, Fare Equipment Repairer Foreman, and Machinist 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 Machinist Apprentice (hired or transferring into the bargaining unit on or after September 26, 1990), Sub-Assembler, and Assembler-Helper shall receive the applicable percentage of the prevailing rate of the Journeyman Machinist.

C.B. 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	six months	65% of the actual paid rate for Journeyman
Second	six months	68% of the actual paid rate for Journeyman
Third	six months	70% of the actual paid rate for Journeyman
Fourth	six months	75% of the actual paid rate for Journeyman
Fifth	six months	80% of the actual paid rate for Journeyman
Sixth	six months	85% of the actual paid rate for Journeyman
Seventh	six months	90% of the actual paid rate for Journeyman
Eighth	six months	95% of the actual paid rate for Journeyman
Thereafter		100% of the actual paid rate for Journeyman

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 Journeyman
Second 12 months	70% of the actual paid rate for Journeyman
Third 12 months	80% of the actual paid rate for Journeyman
Fourth 12 months	85% of the actual paid rate for Journeyman
Thereafter	100% of the actual paid rate for Journeyman

C. Employees in the job classifications listed below shall progress to the following percentages of the Journeyman rate:

Assembler-Helper	65%
Sub-Assembler	80%

1. Employees in the job classification of Assembler-Helper will be paid in accordance with the following percentage progression scale:

First six months	60% of the actual paid rate for Journeyman
Thereafter	65% of the actual paid rate for Journeyman

2. Employees in the job classification of Sub-Assembler will be paid in accordance with the following percentage progression scale:

First six months	75% of the actual paid rate for Journeyman
Thereafter	80% of the actual paid rate for Journeyman

3. The above hourly rated structure shall not apply to any full-time permanent employee in the bargaining unit as of November 15, 1978.

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 work 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 Authority shall have the right to employ one unskilled person, to be known as Apprentice, for every four (4) Journeymen Machinists in the Bus Overhaul Shop. Apprenticeships may be established in the Machine Shop as may be agreed upon by both parties. 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 "J Journeyman" should a vacancy exist in the classification of "J Journeyman."

Employees in the classifications of Truck Repairman or Shopman I, who are transferred to the classification of Machinist Apprentice, shall be given the following service credit as an Apprentice:

<u>Length of Service as Truck Repairman or Shopman I</u>	<u>Service Credit as Apprentice</u>
0 - 1 year	None
1 - 3 years	6 months
3 - 5 years	12 months
5 years or more	18 months

Effective October 29, 1982, employees who are hired or transferred into the classification of Fare Equipment Repairer and who bid on and are accepted for transfer to the classification of Machinist Apprentice will be given the following service credit as an Apprentice:

<u>Length of Service as Fare Equipment Repairer</u>	<u>Service Credit as Machinist Apprentice</u>
Less than 12 months	No credit
12 months or more but less than 24 months	6 months
24 months or more but less than 36 months	12 months
36 months or more but less than 48 months	18 months

48 months or more but less than 60 months	24 months
60 months or more	30 months

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 ($\frac{1}{2}$) hour for an unpaid lunch and the regular work week shall be from Monday through Friday, inclusive. Time and one-half ($1\frac{1}{2}$) 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 Departments. 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 ($\frac{1}{2}$) hour for an unpaid lunch and the regular work week shall be from Monday through Friday, inclusive. Time and one-half ($1\frac{1}{2}$) shall be paid for all time worked outside the regular hours of the work day or work weeks by employees assigned to the Bus and Rail System Maintenance Departments. Double time shall be paid for Sunday 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 Day, Christmas Day, and emergency work.

C. Alternate Schedules

1. Employees hired in the Bus and Rail System Maintenance Departments 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 sub-paragraph 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 sub-paragraph 8 below. Such volunteers will be assigned to alternate schedules in seniority order prior to the assignment of new employees in the alternate schedule.

8. The alternate schedules for up to eight (8) Machinists (new employees and volunteers only) will be 1500 to 2330, Sunday through Thursday.

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 (3) 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 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 representatives.

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 STEEL FABRICATION SHOP. Employees in the Power and Way Maintenance Department, Steel Fabrication Shop, in the classification of Machinist Foreman, Machinist

Assistant Foreman, Machinist Leader "A", and Machinist, shall receive a premium of twenty-five cents (\$.25) per hour in addition to their regular permanent, classified hourly rate, as consideration for the occasional performance of higher-rated work. This premium will be paid for all hours worked by said employees, and not limited to hours spent performing the higher rated work.

2.9 INSTRUCTION PREMIUM. Craft Journeymen or Journeymen 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 (1) day. The maximum compensation in any one (1) day shall be \$4.00.

2.10 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 twelve and dividing the result by 52×40 and then multiplying the result by the applicable overtime rate.

2.11 GROUP LEADER. Each employee assigned as Machinist Leader 'A' 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 Machinists. Each employee assigned as Final Assembler Leader of a working group shall, while working in and with such group, receive twenty cents (\$.20) per hour in excess of classified rate for Final Assembler. Employees designated as Machinist Leader 'B' in the Bus Overhaul Shop, shall receive five cents (\$.05) per hour in excess of the classified rate for Machinists. Each employee assigned as Shopman Leader of a working group shall, while working in and with such group, receive twenty cents (\$.20) per hour in excess of classified rate for Shopman I. The need for employees in the classifications of Machinist Leader 'A', Machinist Leader 'B', Final Assembler Leader and Shopman Leader will be determined by the Authority. An employee assigned as a Group Leader of a working group will be paid the applicable Group Leader rate, while working in and with such group, for four (4) or more hours of a regular work day.

2.12 ACTING SUPERVISOR AND ACTING FOREMAN.

A. 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 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 Machinist 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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. An overpayment of compensation paid 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.

2.18 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.

2.19 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 available 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.

2.20 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.

2.21 DRUG AND ALCOHOL TESTING, EMPLOYEE ASSISTANCE PROGRAM.
The parties agree to be bound by the Drug and Alcohol Testing 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.

2.22 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.

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

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

2.25 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 day 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 Authority.

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 Seven Day Sick 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
	200 Full Vacation Requirement
	.500 Vacation Multiplier
Multiply by	30 Days Vac. Allowance for Employees w/30 yrs. Service
	.500 Vacation Multiplier
	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>
73	0 to less than 40	0
146	40 to less than 80	1
	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 these weeks on a random day basis.
3. The Authority will establish quotas in accordance with manpower availability and past practice.
4. The option to select one or two weeks 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 vacation 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 his 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:

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. 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 under the seven (7) day sick pay benefit.

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
Coinsurance	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
Coinsurance	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
Coinsurance	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>	<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>\$250/\$500</u>	<u>\$500/\$1,000</u>
<u>Annual Out-of-Pocket Limit*</u> <u>(Individual/Family)</u>	<u>Not applicable</u>	<u>\$1,500/\$3,000</u>
<u>Plan Payment Level</u>	<u>100%</u>	<u>80% of U&C</u>
<u>Emergency Room Services (Waived If Admitted)</u>	<u>\$100 copay / visit</u> <u>(Certification required)</u>	
<u>Office Visits (After Deductible)</u>	<u>100%</u>	<u>\$25 copay, then 80% 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: \$110/\$220</u>	
PPO Option 2 (90% 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*</u> <u>(Individual/Family)</u>	<u>\$1,000/\$2,000</u>	<u>\$2,000/\$4,000</u>
<u>Plan Payment Level</u>	<u>90%</u>	<u>70% of U&C</u>
<u>Emergency Room Services (Waived If Admitted)</u>	<u>\$100 copay / visit</u> <u>(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>	

PPO Option 3 (80% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	\$500/\$1,000	\$1,500/\$3,000
Annual Out-of-Pocket Limit* (Individual/Family)	\$2,500/\$5,000	\$3,000/\$6,000
Plan Payment Level	80%	60% of U&C
Emergency Room Services (Waived if Admitted)	\$100 copay / visit (Certification required)	
Office Visits (After Deductible)	80%	\$25 copay/visit, then 60% of U&C
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail	Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45	Not Covered
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	Not Covered
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	5/1/13: \$50/\$105 1/1/14: \$70/\$140 1/1/15: \$80/\$150	

* 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, 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)	Covered w/2x retail copay	
2003 Employee Contribution (S/F) per Mos.	\$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)	Covered w/2x retail copay	
2003 Employee Contribution (S/F) per Mos.	\$34.19/\$73.78	

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

COVERAGE	HMO Illinois	CLASSIC BLUE HMO
<u>Effective Date</u>	Coverage effective 5/1/2013 This plan will be discontinued on 12/31/2013	
<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>	100%	100%

<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 – (DMOs). 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 ARBITRATOR.¹ 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.

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."

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 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.

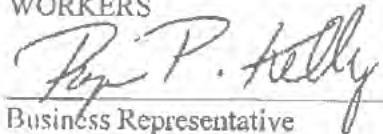
9.2 SOLE AGREEMENT. This written Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all prior Agreements, oral and written, between the Authority and Union and expresses all obligations of and restrictions imposed on the Authority during its term. Arrangements, 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.

AUTHORIZED BY:

CHICAGO TRANSIT BOARD
ORDINANCE NO. 013-46
ORDINANCE DATE: 4/19/13

Terry Peterson
Chairman, Chicago Transit Board

DISTRICT NO. 8 OF THE
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS


Ray P. Kelly
Business Representative

ATTEST:

Gregory P. Longhini
Assistant Secretary
Chicago Transit Board

RECOMMENDED:

Forrest Claypool
President, Chicago Transit Authority

Carol Rubin
Chief Administrative Officer
Chicago Transit Authority

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

APPROVED AS TO FORM AND
LEGALITY:


Karen G. Seimetz
General Counsel
Chicago Transit Authority



AUTHORIZED BY:

CHICAGO TRANSIT BOARD

ORDINANCE NO. 013-46

ORDINANCE DATE: 4/19/13



Terry Peterson
Chairman, Chicago Transit Board

DISTRICT NO. 8 OF THE
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

Directing Business Representative

ATTEST:

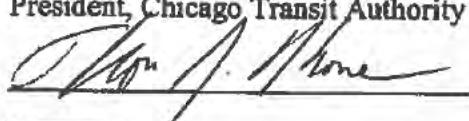


Gregory P. Longhini
Secretary
Chicago Transit Board

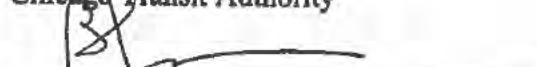
RECOMMENDED:



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

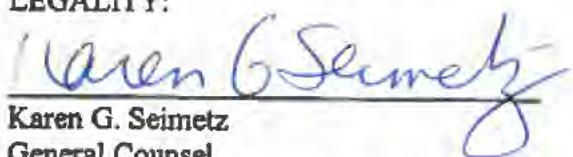


Thomas McKone
Chief Administrative Officer
Chicago Transit Authority



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

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

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

March 3, 1988

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

Dear Mr. Brown:

Re: Affirmative Action

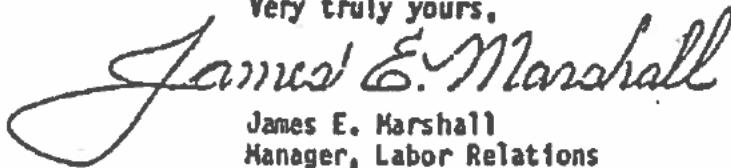
This letter is to confirm that, during the collective bargaining negotiations between the Authority and the Metal Trades Council concerning revisions and additions to the Wages and Working Conditions Agreements between the Authority and the Unions comprising the Council, the members of the Council agreed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

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I. OVERVIEW

Under the Drug-Free Workplace Act of 1988, the U.S. Congress required recipients of federal funds to take certain steps to provide for drug-free workplaces for their employees. Additionally, under the Omnibus Transportation Employee Testing Act of 1991, the U.S. Congress directed the Federal Transit Administration ("FTA") to issue regulations on drug and alcohol testing for public transportation workers in safety-sensitive positions.

In February, 1994, the FTA published regulations that prohibit illegal drug use and alcohol misuse by transit employees and require transit agencies to test for prohibited drug use and alcohol misuse (49 CFR Part 653, "Prevention of Prohibited Drug Use in Transit Operations" and 49 CFR Part 654, "Prevention of Alcohol Misuse in Transit Operations"). In addition, the U.S. Department of Transportation ("DOT") issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs", which describes the testing procedures to be followed.

On December 18, 2000, the DOT significantly revised the Part 40 regulations to update the rule and to address changes in technology, the testing industry, and the DOT's programs. Similarly, FTA updated, revised and combined its drug and alcohol testing rules (Part 653 and 654) into a new regulation, 49 CFR Part 655. The new Part 40 and Part 655 went into effect on August 1, 2001. On June 25, 2008, the DOT again revised Part 40 to incorporate numerous provisions related to specimen adulteration and substitution. The majority of these changes became effective August 25, 2008. The remaining revisions became effective August 31, 2009.

This document sets forth the drug and alcohol policy and testing program ("the policy") of the Chicago Transit Authority ("the Authority") for employees in safety-sensitive positions and has been adopted by the Chicago Transit Authority Board of Directors pursuant to 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 _____			
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 =	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 type="checkbox"/>			
	Explain the reason for your physical condition: _____ _____ _____ _____			
	Please answer all questions:			
	1. Was employee ordered to submit to breath and urinalysis test? (Must attach Test Notification - Form 7785)		Yes <input type="checkbox"/> No <input type="checkbox"/>	
TEST NOTIFICATION	2. Did Employee refuse breath and urinalysis test?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	3. Was employee informed of consequences for refusing test?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Time of union notification _____		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Please circle reason for report: Accident Incident Observation Other Please write brief statement identifying why test is being conducted: _____ _____ _____ _____			
CTA'S OFFICIAL STATEMENT	CTA Supervisor/Director: _____ Date and Time Written: _____			
	Observation Confirmed By: _____ Date and Time Written: _____ (not required for CTA testing)			

CTA Form 3134 Condition of Employee Report

RECORDED BY:
Date: _____
Location: _____
Comments: _____

APPENDIX C

DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

This is a sample DR 7785 form. It is not intended to be used.

FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

<p>Employee Name _____ Classification _____ Date and Time of Accident/Incident _____</p>	<p>Badge No. _____ Work Location _____ Date and Time Ordered to Submit _____</p>
<p>Type of Test:</p> <p>DPA</p> <p><input type="checkbox"/> Random</p> <p><input type="checkbox"/> Follow-up (in accordance with 49 CFR Part 40.407 and 49 CFR Part 40.409)</p> <p><input type="checkbox"/> Reasonable Suspicion (and attach Condition of Employee Form and Special Occurrence Report)</p> <p><input type="checkbox"/> Post-Accident (and attach Condition of Employee Form and Special Occurrence Report)</p> <p><input type="checkbox"/> Safety</p> <p><input type="checkbox"/> Injury (immediately receives medical treatment away from the scene, 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 consent to test.)</p> <p><input type="checkbox"/> Driving Under the Influence (Vehicle related)</p> <p><input type="checkbox"/> Fall Vehicle involved that is removed from operation.</p> <p>NOTE: Test conducted under the above listed circumstances in safety sensitive situations will be conducted per 49 CFR Part 40.37 & 40.409(a)(2).)</p>	
<p>OTA</p> <p><input type="checkbox"/> L.O.D. (Mail attach Condition of Employee Form and Special Occurrence Report)</p> <p><input type="checkbox"/> Reasonable Suspicion (Mail attach Condition of Employee Form and Special Occurrence Report)</p> <p><input type="checkbox"/> Post-Accident (Mail attach Condition of Employee Form and Special Occurrence Report)</p> <p><input type="checkbox"/> Safety</p> <p><input type="checkbox"/> Injury</p> <p><input type="checkbox"/> Property Damage</p> <p><input type="checkbox"/> Follow-up</p>	
<p>Supervisor Response for Mail Testing (49 CFR, Part 40.440(c)) and the employee's recorded comments. If you are supervisor, make the best judgment based on the facts of the comment. You do not need to evaluate employee's performance, can be completely documented as a mandatory failure to the comment. You do not need to use discipline. Please state reason before or not testing.</p> <hr/> <hr/> <hr/>	
<p>YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IMMEDIATELY WITH FINGERPRINTS, REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED FTA OFFICIAL.</p> <p>YOUR FAILURE TO IMMEDIATELY REPORT AS INSTRUCTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPLETE THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS WHICH MAY RESULT IN SEVERE PUNISHMENT UP TO AND INCLUDING DISCHARGE.</p>	
<p>Initials: _____ Received: _____ Employee's Signature: _____</p>	
<p>Collector Information: Title Testing Supervisor: _____</p>	
<p>*First unannounced attempt (if applicable) when attempted to do so you must make an attempt to provide a saliva specimen. Failure to do so may result in a refusal to test which may result in disciplinary action up to and including discharge.</p>	
<p>Title Testing Computer: _____</p>	
<p>Expected time frame accommodation to test administration: _____</p>	
<p>In the event no alcohol test is not administered within two (2) hours following an accident, prepare and record in the space below the reasons why testing was not properly administered. If an alcohol test is not administered within eight (8) hours following an accident, name the facility failed to administer an alcohol test and document the reasons 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 hesitate to withdraw the drug test. per 49 CFR, Parts 40.44 (g) & (h).</p>	
<p>Collector's Signature: _____</p>	
<p>Supervisor Information: Supervisor Reasons for Deny or Test Termination: _____</p>	
<p>NOTE: A copy of the Testing Protocol is available upon request.</p>	
<p>EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</p>	
<p style="text-align: right;">DRAFT/PROTYPING TPS - Test Location Only Corp - Manager Testing Office PMS - Employee Only POSITIVE - Offender Only</p>	

GSA FORM 7785 (Rev. 09-94) GSA Form 7785

APPENDIX D

DRUG AND ALCOHOL TEST PROTOCOL FORM 0762

cta

COLLECTION PROTOCOL FOR URINE SPECIMEN (Effective 08/31/09)

1. Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
3. You will be directed to provide your CTA ID number to be written on the drug testing custody and control form (CCF) by the collector.
4. You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
5. You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
6. You will be directed to remove outer clothing (e.g. coveralls, jacket, coat, hat). You must leave these garments and any briefcase, purse, or other personal belongings with the collector. Failure to comply with these directions will constitute a refusal to test. You may keep your wallet.
7. You will be directed to empty your pockets and display the items in them to the collector.
8. You are not to list on the CCF medications that you are currently taking. (You may make notes of medications on the back of the CCF for your own convenience, but these notes must not be transcribed to anyone else.)
9. You will be instructed to wash and dry your hands. You may not wash your hands again until after delivering the urine specimen to the collector. You will not be given further access to water or other materials that could be used to adulterate or dilute a urine specimen.
10. You will be directed to select an individually wrapped or sealed collection container from collection kit materials. You must unwrap or break the seal of the collection container. You will not be allowed to take anything from the collection kit into the room used for urination except the collection container.
11. You will be directed to go into a private restroom or closed stall for collection. There you should provide a urine specimen of at least 45 mL. If you fail to provide either a urine specimen or a urine specimen of sufficient quantity, you will be given no more than three hours to produce a satisfactory urine specimen. **NOTE:** An attempt to provide a urine specimen is required.
12. If the drug test is a return-to-duty test or a follow-up test, it must be conducted under direct observation. Directly observed collection procedures require that the employee raise his/her shirt, blouse, or dress/t-shirt, as appropriate, above the waist; and lower clothing and cosmetics to show the observer (of the same gender as the employee) by turning around that the employee does not have a private device. After it has been determined that the employee does not have such a device, the employee is permitted to return clothing to the proper position for observed urination. The observer then watches the employee urinate into the collection container. Specifically, the observer watches the urine go from the employee's body into the collection container.
13. Do not flush the toilet. Return the urine specimen to the collector as soon as you have completed the void. At no time will the urine specimen be left unattended.
14. Following the collection, the collector will ensure that a sufficient amount of urine (45mL) was provided. Within four minutes after being given the urine specimen, the collector will check the temperature of the urine specimen to ensure it is within the acceptable range of 32-38° C/90-100° 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 collection.
 - b. Show you that the seals on the urine specimen bottles are intact.
 - c. Break the seal on the urine specimen bottles in your presence.
 - d. Pour at least 30 mL of urine from the collection container into one urine specimen bottle to be used for the primary urine specimen.
 - e. Pour at least 15 mL of urine from the collection container into the second urine specimen bottle to be used for the split specimen.
 - f. Place and secure the lids/caps on the bottles.
 - g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
 - h. Write the date on the tamper-evident bottle seals.
16. You will then be directed to initial the tamper-evident bottle seals for the purpose of certifying that the bottles contain the urine specimen you provided.
17. You will be directed to read and sign the certification statement on the Medical Review Officer copy of the CCF and to provide your printed name, the current date, day and evening contact telephone numbers, and (where required) date of birth.
18. Following completion and review of the CCF by the collector, you will be given the Donor copy of the CCF. The collector will place the sealed urine specimen bottles and the Laboratory copy of the CCF in the appropriate pouches of the plastic bag. The collector will secure both pouches of the plastic bag. You and the collector will initial the tamper-evident bag. You will then be directed to leave the collection area.



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/pairwise.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the Breath Alcohol Technician (BAT).
3. You will be directed to provide your CTA ID numbers to be written on the alcohol testing form (ATF) by the BAT.
4. You will be directed to verify that the information contained under Step 1, Sections A and B of the ATF is correct. The BAT will ask you to verify this information.
5. You will be shown these protocols which explain the testing procedure. You will also be shown the instructions contained on the reverse side of the ATF.
6. You will be directed to complete Step 2 on the ATF and to sign the certification. Failure to sign this certification will constitute a refusal to test.
7. You will be directed to select an individually wrapped or sealed mouthpiece from the testing materials. The BAT will open the individually wrapped or sealed mouthpiece and insert it into the 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 that attempt will constitute a refusal to test.
10. The BAT will show you the displayed test result.
11. If the test result is an alcohol concentration of less than 0.02, no further testing will be conducted.
12. If the test result is an alcohol concentration of 0.02 or higher, you will be directed to take a confirmation test following a waiting period of at least 15 minutes.
Additionally:
 - a. Concerning the waiting period, you will be told:
 - i. Not to leave the immediate testing area.
 - ii. Not to eat, drink, put anything (e.g. cigarette, chewing gum) into your mouth, or drink.
 - iii. The reason for the waiting period (i.e. to prevent an accumulation of mouth alcohol from leading to an artificially high reading); and
 - iv. 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 0.02.
 - 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.

CTA and its daily news program

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

JSN	POSITION_TITLE	UNION
5445	Acting Garage Foreman	241
3369	Assembler Helper	8
2502	Assistant Carpenter Foreman	27
7665	Assistant Chief Equipment Engineer	0
1216	Assistant Foreman Steel Fabrication Shop	8
3282	Asst Foreman Bus & Truck Mechanics	701
1375	B Electrician	134
5562	B Electrician (Light Maintenance)	134
1371	B Electrician (Substation Maintenance)	134
4579	B Progression Maintenanceainer (Pre 9/26/90)	134
1146	Blacksmith & Welder	1247
2727	Blacksmith & Welder (Frog Shop)	1247
974	Blacksmith & Welder (Skokie)	1247
1145	Blacksmith & Welder Foreman	1247
3457	Blacksmith & Welder Leader A	1247
1421	Bus & Truck Mechanic	701
2220	Bus & Truck Mechanic Apprentice	701
1423	Bus & Truck Mechanic Foreman	701
1973	Bus & Truck Mechanic Helper	701
2600	Bus & Truck Mechanic Leader	701
6151	Bus Body Chassis Specialist	27
5478	Bus Controller	134
2624	Bus Dispatcher	241
1039	Bus Handler	241
133	Bus Instructor I	241
3433	Bus Instructor II	241
3779	Bus Instructor III	241
2433	Bus Mechanic	241
110	Bus Operator	241
6092	Bus Repairer II	241
6093	Bus Repairer III	241
6094	Bus Repairer IV	241
173	Bus Service Supervisor I	241
3432	Bus Service Supervisor II	241
1441	Bus Servicer	241
6211	Bus Servicer Apprentice	241
6091	Bus Servicer I	241
4636	Bus Wheel Chair Lift Specialist	241
6180	Bus/Truck Mechanic-Systems Maintenance	701
1437	Car Repairer 'A'	308
1438	Car Repairer 'B'	308
399	Car Servicer	308
6208	Car Servicer Apprentice	308
1205	Carpenter	27
1340	Carpenter 'A'	27
385	Carpenter Apprentice	27
2674	Carpenter Foreman	27
1190	Carpenter Foreman (Skokie)	27
1330	Carpenter Foreman (S-Shops)	27
346	Carpenter Leader	27
2683	Cash Box Puller	241
7044	Chief Bus Equipment Engineer	0
1698	Chief Foot Collector	308
8091	Chief of Fire Protection, Response and Training	0
7046	Chief Rail Equipment Engineer	0

JSN	POSITION_TITLE	UNION
5262	Chief Rail Veh Design Engineer	0
4381	Combined Rail Operator	308
3237	Communications Technician	134
271	Conductor	308
2940	Controller II	0
3981	Controller III	0
7995	Coordinator, Construction Safety	0
8130	Coordinator, Emergency Preparedness	0
7084	Coordinator, Engineering - Electrical	0
7088	Coordinator, Engineering - Signal	0
8593	Coordinator, Quality Improvement - Bus	0
8642	Coordinator, Quality Improvement - Facilities	0
8594	Coordinator, Quality Improvement - Rail	0
7128	Coordinator, Rail Car Appearance	0
7139	Coordinator, Right-Of-Way Janitor	0
8056	Coordinator, Signal Maintenance	0
316	Craneman A	308
5528	Customer Assistance Supervisor	308
3304	Electrical Engineer II	0
3070	Electrical Engineer III	0
5943	Electrical Engineer III - Rail	0
2314	Electrical Maintainer Specialist	9
1385	Electrical Maintenance Man	713
3992	Electrical Unit Assembler-Rail	713
970	Electrical Worker	134
5051	Electrical Worker	134
1384	Electrical Worker Apprentice	713
2556	Electrical Worker Leader	134
1269	Emergency Service Chauffeur	700
1268	Emergency Service Helper	700
1616	Engine Washer	241
7180	Engineer - Construction	0
7199	Engineer I - Signal	0
7201	Engineer I - Structural	0
7206	Engineer II - Electrical	0
7210	Engineer II - Mechanical	0
7211	Engineer II - Mechanical/Electrical	0
7217	Engineer II - Product	0
7218	Engineer II - Rail Equipment	0
7220	Engineer II - Signal	0
6236	Engineer II - Structural	8
7222	Engineer II - Structural	0
7735	Engineer II, Communications	0
7227	Engineer III - Electrical	0
7228	Engineer III - Electrical Design	0
7231	Engineer III - Mechanical	0
7232	Engineer III - Mechanical/Electrical	0
7238	Engineer III - Product	0
7241	Engineer III - Signal	0
6237	Engineer III - Structural	8
7243	Engineer III - Structural	0
7768	Engineer IV - Communications	0
7248	Engineer IV - Electrical	0
7255	Engineer IV - Mechanical/Electrical - Qc	0
7256	Engineer IV - Motor Vehicle Equipment	0

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

7257	Engineer IV - Power	0
7258	Engineer IV - Power /Testing	0
7260	Engineer IV - Rail Equipment	0
7261	Engineer IV - Rail Vehicle Design	0
7262	Engineer IV - Signal	0
7263	Engineer JV - Specification/Quality Assurance	0
6238	Engineer IV - Structural	8
7264	Engineer IV - Structural	0
7267	Engineer IV - Track	0
1381	Engineering Assistant	134
2424	Equipment Tech II	241
2592	Equipment Tech III	241
2689	Equipment Technician I	241
5497	Extra Board	308
4382	Facil Maintenance Instructor	0
3371	Final Assembler	8
6202	Flagman	308
1647	Foot Collector	308
2595	Foreman B Electricians	134
1374	Foreman 'B' Electricians	134
4122	Foreman Communications Tech	134
1321	Foreman Electrical Workers	134
1254	Foreman Steel Fabrication Shop	8
1436	Garage Assistant Foreman II	241
2203	Garage Instructor I	241
3502	Garage Instructor II	241
2207	Heavy Duty Equipment Operator	700
3437	Industrial Engineer II	999
2302	Inspection Terminal Instructor I	308
2303	Inspection Terminal Instructor II	308
7748	Investigator	0
853	Ironworker	1
4976	Ironworker (Non-Welding)	1
993	Ironworker Foreman	1
3458	Ironworker General Foreman	1
854	Ironworker Helper	700
3658	Ironworker Helper	700
6227	Key Instructor	241
2632	Line Foreman	9
2633	Lineman	9
2634	Lineman Helper	9
1535	Loader Grinder Operator	308
1191	Machine Shop Foreman (Skokie)	8
1324	Machine Shop Foreman (S-Shops)	8
1962	Machinist	8
1249	Machinist (Frog Shop)	8
4679	Machinist (Rail)	8
1416	Machinist Apprentice	8
2578	Machinist Foreman	8
2554	Machinist Leader A	8
2732	Machinist Leader A (Frog Shop)	8
5214	Manager Comm/Power Control	0
7705	Manager II, Control Center	0
7740	Manager II, Facilities Maintenance	0
7991	Manager II, Inspections & Investigations	0
7367	Manager II, Maintenance	0
7808	Manager II, Maintenance - Bus	0
7809	Manager II, Maintenance - Rail	0
7739	Manager II, Maintenance Instruction	0
7774	Manager II, Power & Way Maintenance	0
7372	Manager II, Transportation	0
7810	Manager II, Transportation - Bus	0
7811	Manager II, Transportation - Rail	0
7717	Manager II, Transportation Instruction	0
5209	Manager Maintenance -Bus	0
5210	Manager Maintenance-Rail	0
5282	Manager Power Maintenance	0
5088	Manager Power/Signal/Comm Engineer	0
5293	Manager Signal Maintenance	0
5224	Manager Structure Maintenance	0
5283	Manager Substations& Elec Test	0
5288	Manager Track Maintenance	0
5208	Manager Transportation - Rail	0
7505	Manager Transportation Instruction	0
5207	Manager Transportation-Bus	0
8602	Manager, Bus Capital Projects & Field Engineering	0
7389	Manager, Bus Heavy Maintenance	0
7398	Manager, Construction Management Oversight	0
7403	Manager, Control Center	0
7419	Manager, Facilities Maintenance	0
7424	Manager, Field Operations Truck Structure	0
8641	Manager, Janitorial Services	0
7438	Manager, Maintenance	0
7804	Manager, Maintenance - Bus	0
7805	Manager, Maintenance - Rail	0
7436	Manager, Maintenance Construction	0
7463	Manager, Rail Car Appearance	0
7464	Manager, Rail Customer Facilities Maintenance	0
7454	Manager, Signal Engineering	0
7487	Manager, Signal Maintenance	0
7492	Manager, Structural Maintenance	0
7500	Manager, Structure Engincering	0
7493	Manager, Substation & Power Maintenance	0
7497	Manager, Technical Services - Rail	0
7498	Manager, Technical Support	0
7903	Manager, Track Engineering	0
7501	Manager, Track Maintenance	0
7504	Manager, Transportation	0
7806	Manager, Transportation - Bus	0
7807	Manager, Transportation - Rail	0
8346	Manager, Transportation - Rail CS	0
8531	Manager, Transportation - Supervision	0
4768	Material Assignment Dispatcher	134
3922	Mechanical Unit Assembler	701
3924	Mechanical Unit Preparer	701
2211	Mobile Bus Mechanic	241
6199	Modified Customer Assistant	308
257	Motorman	308
2636	Pm Resident Instructor	241
3665	Power Controller	134
7549	Project Manager	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	Radialor 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
8485	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	TA/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
7826	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	241
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

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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 ($1\frac{1}{2}$) 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 supersede 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 =	BLURRED <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 =	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 type="checkbox"/> Explain the reason for your physical condition: _____ _____ _____				
	Please answer all questions:				
	1. Was employee ordered to submit to breath and urinalysis test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>				
	(Must attach Test Notification - Form 7785)				
TEST NOTIFICATION	2. Did Employee refuse breath and urinalysis test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>				
	3. Was employee informed of consequences for refusing test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>				
	4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Time of union notification _____				
	Time of union notification _____				
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: _____ (Not required for FTA testing)				

CB3 Rev 10/16 Name: _____

DEPARTMENT
Work Location
Date / Authorized By

APPENDIX C – DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

FEDERAL MOTOR CARRIER SAFETY REGULATIONS
49 CFR Part 385, Subpart E

FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

Employee Name _____	Driver No. _____
Classification _____	Work Location _____
Date and Time of Accident/Incident _____	Date and Time Ordered to Submit _____
Date of Test: <input type="checkbox"/> Pre-Employment <input type="checkbox"/> Post-Employment (In accordance with 49 CFR, Part 40.67 and 49 CFR, Part 40 Subpart G) <input type="checkbox"/> Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Inspection (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Preliminary (Post-Preliminary Medical Treatment away from the scene. NOTE: Employees who are sick may not be tested. Employees who are injured and unconscious may not be tested until such time or they are able to consent to test.) <input type="checkbox"/> Driving Under the Influence (Vehicle based) <input type="checkbox"/> Full Vehicle Involved that is removed from operation. NOTE: Test conducted under any of the above must circumstance may require transportation accident pursuant to 49 CFR Parts 385.17 & 385.22(c)(2).)	
FTA/CTA <input type="checkbox"/> I.D.O. (Initial, Post-Accident Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Reasonable Suspicion (Initial Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Post-Accident Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Possible Death of Injury <input type="checkbox"/> Property Damage <input type="checkbox"/> Follow-up	
<small>Supervisor Reasons for Test Testing (49 CFR, Part 40.64(b)) Applies only to post-accident and/or Reasonable Suspicion tests. If the test supervisor indicates at the time of test ordering, FTA/CTA authorizes supervisor's supervisor to be immediately contacted on a confidential basis. In the event, you do not need to test employee, Please state reason below in test testing.</small> <hr/> <hr/> <hr/>	
<small>YOU ARE NOTIFIED THAT YOU ARE TO RETURN THIS DRUG AND/OR ALCOHOL TEST INFORMATION SHEET TO YOUR SUPERVISOR. YOU ARE TO REPORT IMMEDIATELY TO THE RESPECTIVE TESTING LOCATION AS DIRECTED BY THE BELOW NOTED FTA/CTA OFFICIAL. YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPLY WITH THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND FTA RULED THAT SUCH RESULT IN DISPLACEMENT ACTIONS UP TO AND INCLUDING DISCHARGE.</small>	
Supervisor Name: _____	Phone#: _____
FTA/CTA NUMBER: _____ Employee Signature: _____	
Collector Information: Title Testing Supervisor: _____ <small>*First unreasonably delayed (if applicable) when directed to do so or you are not unreasonably required to provide a suitable specimen. Failure to do so may result in a refusal to test which may result in disciplinary action up to and including discharge.</small>	
Employee Name: _____ <small>Employee shall furnish identification to test supervisor. In the event an employee fails to produce identification within two (2) hours following an accident, pre-test and record in the space below the name why testing was not performed within two (2) hours following an accident, make no further attempt to administer an alcohol test and document the reasons why the test was not performed 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(b) & (c))</small>	
Collector's Signature: _____ <small>Supervisor Information: Supervisor Reason for Date of Test Testimony:</small> <hr/> <hr/>	
<small>NOTE: A copy of the Testing Protocol is available upon request. EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</small>	
<small>TESTERS/TESTING Title - Work Location Only Cerner - Initial Patient Other FBI - Criminal Case FDNY - Criminal Case</small>	

CGI 7785 (06-1990) Form 7785

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.

- e. If an employee-participant makes a request to be placed in a position other than his or her former position, weekly indemnity insurance benefits will be terminated on the date of the request.

F. Bridging of the Work Record

The work and discipline record of an employee participating in the Employee Assistance program will be bridged across the period of time an employee is not actively working in his or her regular classification for the purpose of determining time limitations in consideration of the employee's past record.

G. Program Adherence

- 1.
 - a. Employees who have entered the EAP must continue to meet all conditions prescribed at the beginning of the treatment program.
 - b. Each participant who returns to duty after successfully completing the initial phase of the EAP is subject to unannounced follow-up drug and/or alcohol testing. The Substance Abuse Professional shall determine the frequency and duration of such follow-up testing. The participant shall be required to take a minimum of six (6) follow-up tests with verified negative results during the first twelve (12) months after returning to duty. After that period of time, the Substance Abuse Professional shall determine the frequency and duration of follow-up testing, provided that the follow-up testing period ends sixty (60) months after the employee returns to duty.
 - c. Upon notification of a follow-up test, the employee must report to the designated testing location as required. Violation of such conditions will warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2. Also, failure to progress toward resolution of problems which affect work performance, fitness for duty, or that the employee's pledge to remain substance free will also warrant a Memorandum of Non-Participation which may constitute rule violator status in accordance with Section B.2.
- 2.
 - a. An employee required by the EAP to submit to a follow-up test, in accordance with this section, during his/her scheduled work hours shall be compensated by the CTA for the time he or she spends with no loss of daily pay. However, it is understood that if an employee is directed to return to work after completion of a follow-up test, the employee may be required to perform any work to be done in his/her classification, including unscheduled work. Time spent in meeting the follow-up test requirement will be considered as time worked for overtime computation purposes.

- b. An employee requested by the Authority to submit to a drug and/or alcohol test due to the employee's failure to satisfactorily comply with his/her follow-up testing plan requirements shall not be compensated.
- 3.
 - a. If an employee is on active status after the initial EAP treatment anytime during the course of the follow-up phase and is found to be positive for alcohol (above the specified limits), drugs or controlled substances, he or she will be considered as a rule violator as defined by Section B.2 except as provided in Section G.4 below. An employee is deemed to be on active status and subject to this provision as of the time the employee reports for the return to work physical. The Substance Abuse Professional will notify the employee in writing, at the time he or she successfully completes their initial phase of EAP treatment and is released to return to his or her former classification, that the follow-up phase commences when the employee reports to the Medical Department for the return to work physical.
 - b. However, an employee on active status as referenced in subsection 3.a above shall be discharged and not be made a rule violator if (1) the employee has any prior rule violations during his/her history of employment with CTA, or (2) the positive result was for a drug/alcohol test conducted pursuant to a vehicular post-accident situation involving any personal injury or property damage as defined by Section B.2 and the "Attachment H Appendix".
- 4.
 - a. If an employee, anytime during the course of the follow-up testing period referred to in Section G.3, and prior to notification of a drug and/or alcohol test in accordance with Attachment G, Section 11.A, informs the EAP counselor that he or she has relapsed, the employee shall be permitted to continue in the Program. An employee will be permitted to relapse only once during the follow-up testing period. The employee will continue in the Program as either a rule violator or a volunteer depending on how he or she was admitted to the Program prior to the relapse. However, continuing in the Program shall not constitute volunteering into the Program for the purposes of Section C.8. The Substance Abuse Professional shall determine the length of the prescribed treatment program, but in no event shall an employee be removed from service for more than sixteen (16) weeks after announcing his or her relapse. Upon the Medical Review Officer finding the employee fit for duty, the employee shall again be subject to unannounced follow-up testing pursuant to Section G.3 above.
- 5.
 - a. The EAP will notify the Union and conduct an intervention meeting in the event of non-participation on the part of a participant. However, continued non-participation after said intervention will result in a Memorandum of Non-Participation which may constitute rule violator status as defined by Section B.2. Inadvertent failure to notify the Union, or failure to conduct said intervention meeting, will not serve to excuse an employee for non-compliance with the prescribed EAP conditions.

H. Administration of the Employee Assistance Program

The Chicago Transit Authority reserves the right to administer the Employee Assistance Program, to the extent that it is responsible for the administration of the persons and institutions that provide necessary treatment and services and the administration of appropriate treatment and services.

A Union-Management Committee, consisting of no more than four (4) representatives appointed by the Authority and four (4) representatives appointed by the ATU Local Unions will meet and confer on issues concerning the provisions of Attachments G and H of the CTA-ATU Wages and Working Conditions Agreement. This Committee will meet, at the request of either part, to review and make recommendations concerning the administration of the Program. Such recommendations will not be binding unless specifically accepted by the Authority and the Unions.

I. Hiring of Former Part-time Employees

Part-time employees who resign as a result of drug or alcohol problems are eligible for reconsideration for employment after a twelve (12) month period. To reapply, the former employee must formally notify the EAP of his/her request and include records that verify that the employee has been drug or alcohol free. If the EAP approves the employee's request, the employee's request for reemployment will be considered by the Personnel Department equally with all other applicants for employment. Should the employee be selected for further processing, the employee will be notified and will continue the employment process subject to normal employment procedures.

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

Any dispute concerning this policy shall be subject to the parties' grievance/arbitration procedure contained in their collective bargaining agreement.

ATTACHMENT H APPENDIX

Definition. For the purposes of Attachment H, "Vehicular Accident" is defined as an occurrence associated with the operation of a CTA vehicle that results in a possible claim of personal injury and/or property damage. It is the intent of the parties that this definition included any employee(s) whose performance could have contributed to the accident such as:

- employee(s) who were controlling the movement of or operating the vehicle at the time of the accident,
- employee(s) assisting in the movement of the vehicle at the time of the accident, and/or,
- employee(s) who repaired, maintain or serviced the vehicle, and where it was determined that the performance of said repair, maintenance or servicing could have contributed to the accident.

In general. The authority to order a post-accident test is pursuant to Attachment G of the collective bargaining agreement. The decision whether to conduct a post-accident test rests with the CTA official(s) with the authority to make such decisions. The CTA official has up to eight (8) hours from the time an accident occurs in which to conduct a breath alcohol test and up to thirty-two (32) hours in which to collect a urine specimen to conduct a drug test. The procedure to determine whether alcohol/drug testing shall be done under Federal Transit Administration ("FTA") or CTA jurisdiction is contained in Human Resources Compliance Bulletin HRPC 97-1, a copy of which is attached hereto.

Fatal accidents. A post-accident test must always be ordered when there is a fatality. In such instance, if the employee(s) involved is(are) safety sensitive, an FTA post-accident test will be ordered by the CTA official. If the employee(s) involved in the fatal accident is(are) not safety sensitive, a CTA post-accident test will be ordered by the CTA official.

Non-fatal accidents. In non-fatal accidents, the CTA official will determine whether to order a post-accident test using the best information available at the time of the decision. If the CTA official determines, using the best information available at the time the decision is made, that the employee(s) could have contributed to the accident, the CTA official shall order a CTA or FTA post-accident 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
INTERNATIONAL ASSOCIATION OF MACHINISTS AEROSPACE WORKERS
DISTRICT 8

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No. 1: Full-Time Temporary Employees for Capital Projects



Chicago Transit

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

March 23, 1990

Mr. Walter Butts
Business Representative
International Association of Machinists
and Aerospace Workers
District #8
1225 South Harlem Avenue
Forest Park, IL 60130

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

Dear Mr. Butts:

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.

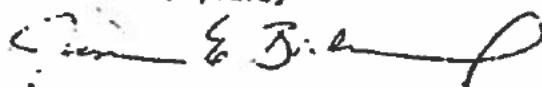
If the above is acceptable to the Union, please so indicated by signing below.
If you have any questions, please contact me immediately.

Accepted:

Walter Butt

JEB:lf

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

Machinists

<u>Number of Positions</u>	<u>Approximate Duration</u>	<u>Program</u>
1 FTT Machinists	4/1/90-2/1/91	2000 MINI-REHAB
8 FTT Machinists	4/1/90-5/1/91	24/2600 A/C
7 FTT Machinists	5/1/90-12/31/92	2400 C/D REHAB
TOTAL: 16		
2 FTT Assembler-Helper	4/1/90-12/31/90	2000 MINI-REHAB
2 FTT Assembler-Helper	5/1/90-12/31/92	2400 C/D REHAB
TOTAL: 4		



Chicago Transit Authority

Merchandise Mart Plaza, P.O. 446-2955
Chicago, Illinois 60654
(312) 684-7200

Full-Time Temporary Employees for Capital
Projects Hired Prior to March 23, 1990
(Includes Exhibit A and Exhibit B)

June 27, 1990
CORRECTED COPY - 7/10/90

Mr. Walter Butts
Business Representative
International Association of Machinists
and Aerospace Workers
District #8
1225 South Harlem Avenue
Forest Park, Illinois 60130

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

Dear Mr. Butts:

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

JB/mrn
Attachments

ACCEPTED:

Walter Butts
Business Representative
District 8



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

EXHIBIT A

March 23, 1990

Mr. Walter Butts
Business Representative
International Association of Machinists
and Aerospace Workers
District #8
1225 South Harlem Avenue
Forest Park, IL 60130

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

Dear Mr. Butts:

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.

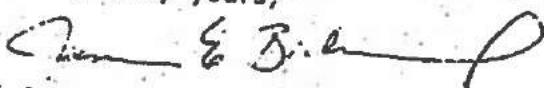
If the above is acceptable to the Union, please so indicated by signing below.
If you have any questions, please contact me immediately.

Accepted:

Wally Potts

JEB:lf.

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

Machinists

<u>Number of Positions</u>	<u>Approximate Duration</u>	<u>Program</u>
1 FTT Machinists	4/1/90-2/1/91	2000 MINI-REHAB
8 FTT Machinists	4/1/90-5/1/91	24/2600 A/C
7 FTT Machinists	5/1/90-12/31/92	2400 C/D REHAB

TOTAL: 16

2 FTT Assembler-Helper	4/1/90-12/31/90	2000 MINI-REHAB
2 FTT Assembler-Helper	5/1/90-12/31/92	2400 C/D REHAB

TOTAL: 4

CORRECTED COPY 7/10/90

MACHINISTS (5 Employees)

Exhibit B

1. Employee Name: Michael Zwolenski
Badge No: 7(1)(b)
Entered Service Date: 11/06/89
Job Classification: Full-time temporary machinist
Capital Program

Pursuant to Agreement:

Eligible for full-time permanent benefits: 5/06/90
Eligible for holidays: 8/06/90
Eligible for hospital/medical benefits: 8/06/90

2. Employee Name: Antonio Beltran
Badge No: 7(1)(b)
Entered Service Date: 3/12/90
Job Classification: Full-time temporary machinist
Capital Program

Pursuant to Agreement:

Eligible for full-time permanent benefits: 9/12/90
Eligible for holidays: 12/12/90
Eligible for hospital/medical benefits: 12/12/90

3. Employee Name: Vince Strickland
Badge No: 7(1)(b)
Entered Service Date: 3/12/90
Job Classification: Full-time temporary machinists
Capital Program

Pursuant to Agreement:

Eligible for full-time permanent benefits: 9/12/90
Eligible for holidays: 12/12/90
Eligible for hospital/medical benefits: 12/12/90

CORRECTED COPY 7/10/90

MACHINISTS - Continued:

Exhibit B
Page 2 of 2

4. Employee Name: Pearline Greer
Badge No: 7(1)(b)
Entered Service Date: 12/11/89
Job Classification: Full-time temporary assembler helper
Capital Program
Rehire Date: 3/11/90
Rehire Job Classification: Full-time temporary assembler helper

Pursuant to Agreement:

Eligible for full-time permanent benefits: 6/11/90
Eligible for holidays: 9/11/90
Eligible for hospital/medical benefits: 9/11/90
Note: A Change Notice should be prepared effective 6/10/90 for
Ms. Greer to resign as a FIT employee. A Hire Notice
should be prepared effective 6/11/90 for Ms. Greer to
transition from FIT to FTP status.

5. Employee Name: Angela McFerran
Badge No: 7(1)(b)
Entered Service Date: 10/16/89
Job Classification: Full-time temporary machinist
Capital Program
Rehire Date: 1/21/90
Rehire Job Classification: Full-time temporary assembler helper

7(1)(a)

Pursuant to Agreement:

Eligible for full-time permanent benefits: 4/16/90
Eligible for holidays: 7/16/90
Eligible for hospital/medical benefits: 7/16/90
Note: A Change Notice should be prepared retroactive to 4/15/90
for Ms McFerran to resign as a FIT employee. A Hire Notice
should be prepared retroactive to 4/16/90 for Ms. McFerran
to transition from FIT to FTP.



Chicago Transit Authority

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

December 10, 1990

No. 3: Inter-Union Transfers (Includes cover memo dated 2/27/91)

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 FTT 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

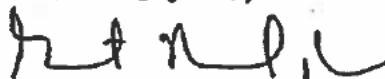
Nick F. Burkard
Page - 2 -
December 10, 1990

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

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. 4: FTTC Machinists Survey for Full Time
Permanent Positions

AGREEMENT

THIS AGREEMENT, made this 11th day of JULY, 1995, by
and between the Chicago Transit Authority ("the Authority") and District 8, International
Association of Machinists and Aerospace Workers ("the Union"),

WITNESSES:

WHEREAS, by letter of agreement dated March 23, 1990, the Authority and the
Union agreed to the creation of Full-time Temporary Capital Machinists positions, and

WHEREAS, under the terms and application of this letter of agreement,
employees hired in such positions were eligible for promotion to Full-Time Permanent
Machinist positions if such positions were to be filled at their work location, but were
ineligible to transfer to permanent positions in other work locations; and

WHEREAS, Full-time Temporary Capital Machinists (hereinafter, FTTC's) are,
under the terms and application of the aforementioned letter of agreement, subject to
administrative separation at the conclusion of the capital project to which they are
assigned; and

WHEREAS, the parties wish to provide the possibility of additional
opportunities for FTTC's to fill open, budgeted and available Machinist positions;

NOW, THEREFORE, the parties agree as follows:

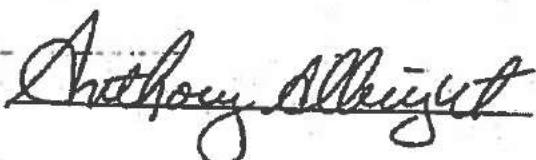
1. FTTC's with one or more years of service with the Authority shall be given the opportunity to transfer to full-time permanent Machinist vacancies in Bus Heavy Maintenance, Rail Heavy Maintenance and System Maintenance via a position survey circulated among them only after qualified full-time permanent employees have exercised their rights under established procedures to transfer to such vacant positions.
2. Any FTTC requesting a transfer pursuant to the foregoing paragraph will be processed by FTTC seniority provided their work records are acceptable and they pass a skills proficiency test.

FTTMach.doc
May 15, 1995
Page 2.

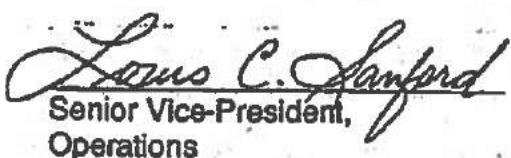
3. Notwithstanding the foregoing, any vacancy to which an FTTC is eligible to transfer pursuant to the foregoing paragraphs will be filled in accordance with existing procedures under which 50% of Machinists openings are filled by Union-referred applicants and 50% by Authority-referred applicants.
4. Any FTTC transferred pursuant to the foregoing paragraphs must remain in the full-time permanent position to which he or she has transferred for a period of not less than one year.

THIS AGREEMENT is executed in Chicago, Illinois.

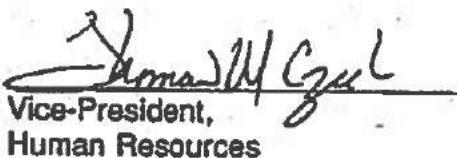
DISTRICT 8, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS



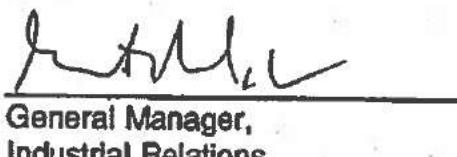
CHICAGO TRANSIT AUTHORITY



Louis C. Sanford
Senior Vice-President,
Operations



Donald W. Guel
Vice-President,
Human Resources



J. H. M.
General Manager,
Industrial Relations

Originated by: 
Manager,
Contract Administration

No. 5: Phase Out of Final Assembler Position
(Includes cover memo dated 1/29/96)

AGREEMENT

THIS AGREEMENT, made this 19 day of January, 1996, by and between the Chicago Transit Authority ("the Authority") and the International Association of Machinists and Aerospace Workers, District 8 ("the Union"),

WITNESSES:

Whereas, the Authority and the Union have determined it would be in the parties' mutual interest to phase out the classification of Final Assembler and subsume the work of this classification into the job duties of Machinist Journeymen and Machinist Apprentices; and

Whereas, the parties wish to protect the rights of current Final Assemblers while accomplishing the above-referenced phase-out;

NOW, THEREFORE, the parties agree as follows:

1. Employees presently classified as Final Assemblers will remain so classified until the employees resign, retire, successfully complete the Machinist Apprentice Program, or otherwise leave the classification of Final Assembler.
2. Employees who are presently classified as Final Assemblers and who choose to remain so classified will retain the duties currently described in their job description and will retain the rate of pay of Machinist Journeymen as it presently exists or as it may be adjusted in the future. . .
3. Through attrition of present Final Assemblers, the classification of Final Assembler will be phased out. Employees will no longer be promoted to the position of Final Assembler. As the number of Final Assemblers decreases over time, their duties will be performed by either Machinist Apprentices and/or Machinists Journeymen.
4. Employees presently classified as Final Assemblers are eligible to participate in the Machinist Apprentice Training Program and thereby become Machinist Journeymen. To participate, the employee must meet record review requirements at the time of a vacancy in the training program.
5. Eligibility for a Machinist Apprentice vacancy would be considered for employees in the following classification order: Final Assembler, Sub-Assembler, Assembler Helper. If no existing employees in these classifications are interested or qualified for the Apprentice vacancy, the Authority may post or direct hire to fill the Machinist Apprentice position. Qualification will be in classification seniority order of those who satisfy record review requirements.
6. Credit will be given as follows for participation in the Machinist Apprentice Program.
 - (a) Final Assemblers or Sub-Assemblers dual-rated as Final Assembler - two years credit. Final Assemblers will retain their classified rate of pay while participating in the program.

Agreement
Page 2

- (b) Sub-Assemblers with one year or more experience in the Sub-Assembler classification - one year credit. Pay rates will be frozen at the Sub-Assembler "thereafter" rate until the normal Apprentice pay rate progression exceeds the Sub-Assembler rate.
- (c) Sub-Assembler with less than one year experience in the Sub-Assembler classification - zero credit. The Sub-Assembler will go through a four year Apprentice Program
- (d) Assembler Helper - Any Assembler Helper will go through a four year Apprentice Program.

7. The number of Machinist Apprentices at Skokie Shops may be increased with the adoption of this agreement. Notwithstanding the foregoing, for the purpose of determining the ratio of Apprentices to Journeymen, Final Assemblers will be counted as Journeymen.

8. Sub-Assemblers presently dual-rated as Final Assemblers will no longer perform the work or receive the pay of Final Assembler.

9. The Authority retains its present right to hire directly into Machinist Journeyman positions.

10. This is a complete agreement of the parties concerning the phase-out of the Final Assembler classification and the ramifications thereof. This agreement is limited to the instant issue and shall not be used as a precedent in any present or future discussion, negotiation, grievance, arbitration or other action at law or in equity in any legal or administrative forum, except as may be necessary to enforce the provisions hereof.

This Agreement is made this 14th day of January, 1995 at Chicago, Illinois.

International Association
of Machinist and Aerospace Workers
District 8

Dorothy Obreight

Chicago Transit Authority

William R. Money
Senior Vice President, Rail
Operations

Donald W. Caw
Vice President, Human Resources

Agreement
Page 3



John H.
General Manager, Industrial Relations



B. Minice
General Manager, Rail Vehicle
Maintenance

Originated by:



Timothy D. Weller
Manager, Maintenance - Rail

/ls



TO: Distribution Listed
FROM: Manager, Contract Administration
DATE: January 29, 1996
RE: Phase Out of Final Assembler Position

Attached is a executed agreement between the Authority and District 8, Machinists, concerning a phase out over time of the Final Assembler position.

Under this agreement:

1. Incumbent Final Assemblers will retain their title, duties and wages;
2. Employees will no longer be promoted to the position of Final Assembler. As the number of Final Assemblers decreases, their duties will be assumed by Apprentices and Journeyman;
3. Final Assemblers, Sub-Assemblers and Assembler Helpers will be eligible to apply for Apprentice openings, with varying credit for service given to Final Assemblers and Sub-Assemblers;
4. Sub-Assemblers will no longer be dual-rated as Final Assemblers.

Please take the necessary steps to implement this agreement.

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

James E. Bidwill

JEB/ab

Distribution List:

T. Czech
G. Tapling
M. Cook
L. Sanford
W. Mooney
R. Juvinal
T. Wester
cc: G. Ward, Jr.
D. Bowie
A. Ganghan
JEB Corres.
Dist. 8, IAMAW Corres.

Chicago Transit Authority

Merchandise Mart Plaza - PO Box 3555, Chicago, Illinois, 60654 312-664-7203

No. 6: Steel Fabrication Shop (Job Classification and Wage Rates)

MEMORANDUM OF AGREEMENT

April 6 THIS AGREEMENT is made and executed in duplicate on , 1983, by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter; for convenience, called the "Authority"), and DISTRICT 8 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (herein-after, for convenience, called the "Union").

I. Job Classifications:

- A. Effective the date of execution, the present job classification of Shopman II will not be used for future hires in the Steel Fabrication Shop (Frog Shop).
- B. Effective the date of execution, the Authority will establish the job classification of Steel Fabricator/Assembler. Said job description is attached hereto as Exhibit 'A'.
- C. Effective the date of execution, employees will be hired or transferred into the job classification of Steel Fabricator/Assembler.

II. Wage Rates and Conditions of Payment:

Effective the date of execution, all employees hired or transferred into the job classification of Steel Fabricator/Assembler will be paid as specified below:

1st 6 Months 78% of the actual paid rate of journeyman
Thereafter 85% of the actual paid rate of journeyman

III. Effective not later than Sunday, April 17, 1983, the Authority will make the necessary arrangements to extend the twenty cent (20¢) per hour premium pay to the individuals named on the list attached hereto as Exhibit 'B'.

Memorandum of Agreement
District 8
Page 2 of 2

IV. Effective not later than Sunday, April 17, 1983, the Authority will make the necessary arrangements to equalize the wage rate of the job classification Frog Shop Assistant Foreman, Job Schedule No. 1216, with that of the job classification Plant Equipment Maintenance Assistant Foreman, Job Schedule No. 2562.

DISTRICT 8, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

CHICAGO TRANSIT AUTHORITY

Walter Butts
Walter Butts
Business Representative

C. L. Wiksten
C. L. Wiksten
Director, Facilities
Maintenance

cc: M. Brogan
W. Butts
A. Curtis
T. Czech
W. Gaedtke
A. Gaughan
J. Johnson
F. King
P. Kole
C. Lang
J. Lawrie
P. McCarthy
T. Wolgemuth

T. Wolgemuth
T. Wolgemuth
Manager, Facilities
Engineering/Maintenance

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

bcc: ROC Corresp. File
AFS Corresp. File
Machinists, District 8 Corresp. File
ORIGINAL - Machinists, District 8
Expired Contract Book (AMG)

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

AFS/ml
4/4/83



Chicago Transit Authority

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

No. 7: Steel Fabrication Shop
(Wage Rates for Machinists)

A G R E E M E N T

This AGREEMENT, made this 10th day of March, 1987, by and between the CHICAGO TRANSIT AUTHORITY (hereinafter, the Authority), and DISTRICT 8 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (hereinafter, the Union).

WITNESSES:

WHEREAS, the Authority and the Union are parties to a Memorandum of Agreement dated April 6, 1983, concerning job classifications and wage rates for Machinists in the Authority's Steel Fabrication Shop; and

WHEREAS, Section III of said Memorandum of Agreement provides that certain named Machinists in the Authority's Steel Fabrication Shop at the time of the execution of the Memorandum of Agreement were to receive a twenty cents (20¢) per hour pay premium; and

WHEREAS, a controversy has arisen concerning the application of the aforesaid Section III and/or the twenty cents (20¢) per hour pay premium to Machinists subsequently employed in the said Steel Fabrication Shop; and

WHEREAS, the Authority and the Union wish to resolve this controversy without recourse to the contractual grievance-arbitration process;

NOW, THEREFORE:

The parties agree as follows:

1. The Authority will make the necessary arrangements to extend the twenty cents (20¢) per hour pay premium to the five Machinists identified below, all of whom are employed in the Authority's Steel Fabrication Shop as of the date of this Agreement.
 - a. Anthony Dinella, Badge No. 7(1)(b)
 - b. Stavros Filippidio, Badge No. 7(1)(b)
 - c. Kevin Hoey, Badge No. 7(1)(b)
 - d. John Johnson, Badge No. 7(1)(b)
 - e. Anthony Zalik, Badge No. 7(1)(b)
2. The aforesaid twenty cents (20¢) per hour pay premium for the above named five employees will be made effective retroactively to the first full pay period beginning on or after June 1, 1986 and the Authority will make the necessary arrangements to pay the above named five employees the difference between the pay they earned and the pay they would have earned had the twenty cents (20¢) per hour premium pay been appended to their hourly wage since the first full pay period beginning on or about June 1, 1986.

AGREEMENT
District 8
International Association of
Machinists and Aerospace Workers
Page 2 of 2

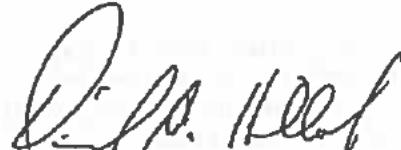
3. The aforesaid twenty cents (20¢) per hour pay premium will be paid to the five employees named in paragraph 1 for however so long as they are employed as Machinists or Machinist Leaders in the Authority's Steel Fabrication Shop.
4. No Machinist or Machinist Leader hired into or transferred into the Authority's Steel Fabrication Shop subsequent to June 1, 1986, will be eligible for or will receive the aforesaid twenty cents (20¢) per hour pay premium provided by this Agreement or the Memorandum of Agreement between the parties dated April 6, 1983.
5. Both parties agree that the twenty cents (20¢) per hour pay premium provided by this Agreement and the Memorandum of Agreement dated April 6, 1983 is not to be confused with the twenty cents (20¢) per hour pay premium for work outside the shop provided in Article II, Section 9 of the Wages and Working Conditions Agreement presently in effect between the parties, and therefore this Agreement and the Memorandum of Agreement dated April 6, 1983 do not constitute an expansion nor a limitation of the provisions of Article II, Section 9 of the aforesaid Wages and Working Conditions Agreement.

DISTRICT 8, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

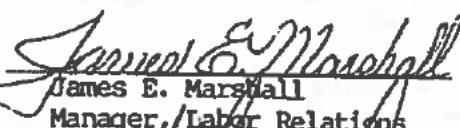


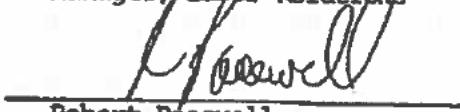
Walter Butts
Business Representative

CHICAGO TRANSIT AUTHORITY



David A. Hillock
Manager, Facilities
Engineering & Maintenance


James E. Marshall
Manager, Labor Relations



Robert Paaswell
Executive Director

No. 8: Machinist Seniority Pick
(Buildings and Grounds Division)

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

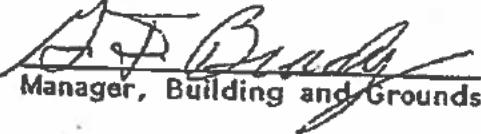
- I. There will be a system pick for all active Buildings and Grounds Department Machinists. These Machinists will pick into areas determined by the Authority.
 - A. Departmental seniority will be used to place all active Machinists on a seniority list, and from this list each Machinist will pick according to his or her respective seniority date.
 1. Only Buildings and Grounds Machinist 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 Machinist in Buildings and Grounds.
 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 Machinist transferring from Skokie Shops or South Shops to Buildings and Grounds will be the effective date of the transfer.
- II. There will be an initial pick in March of 1991 to go into effect in April of 1991. Thereafter, the system pick will be held once every year and will go into effect on approximately the beginning of the first full payroll period in February of the pick year, although there may be some variance from this date.
 - A. As stated above, the system pick will consist of all Buildings and Grounds, Machinists but not Foremen and Leaders during the term of the pick.
 - 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 Machinist 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.

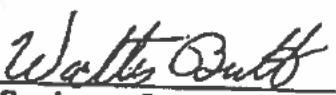
- D. Machinists may be required during the term of a pick to work temporarily in areas other than those picked in order to give the Authority the flexibility to rearrange manpower for special projects or emergencies.
- III. As of the date of execution of this Agreement, there are three areas into which Machinists will be allowed to pick: Buildings and Grounds North; Buildings and Grounds South; and Field Support. Area designations, responsibilities and number 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.

AGREED, this _____ day of _____, 1991

District 8, International
Association of Machinists
and Aerospace Workers

Chicago Transit Authority


G.P. Brady
Manager, Building and Grounds


Walter Butch
Business Representative


J.T. Noll
Manager, Labor Relations

JB:lf

No. 9: Steel Fabrication Shop Premium Pay

AGREEMENT

THIS AGREEMENT is made this 1st day of MARCH, 1995, by and between the Chicago Transit Authority ("the Authority") and District 8, International Association of Machinists and Aerospace Workers ("the Union").

WITNESSES:

WHEREAS, Journeyman Machinists assigned to the Steel Fabrication Shop are, on occasion, required to perform work, such as tool making, beyond the scope of their job description; and

WHEREAS, the parties agree that the most equitable method of compensating such machinists for such work is to create an hourly premium; and

WHEREAS, the parties agree that this hourly premium is limited to specified employees in the Steel Fabrication Shop and has no effect on wage rates other than to provide this hourly premium;

NOW, THEREFORE, the parties agree as follows:

1. Employees in the Power and Way-Maintenance Department, Steel Fabrication Shop, in the classifications of Machinist Foreman, Machinist Assistant Foreman, Machinist Leader "A", and Machinist, shall receive a premium of twenty-five cents (\$.25) per hour in addition to their regular, permanent, classified hourly rate, as consideration for the occasional performance of higher-rated work.
2. This premium will be paid for all hours worked by said employees, and not limited to hours spent performing the higher rated work.
3. This premium will be retroactive to the pay period beginning on or after December 1, 1994.
4. This agreement is limited to the present matter of a premium for specified employees in the Steel Fabrication Shop and shall not be used as a precedent in any future discussions, negotiations, arbitrations or other actions in any legal or administrative forum except as may be necessary to enforce the provisions hereof.

Premium8.doc
February 8, 1995
Page 2.

THIS AGREEMENT is made this 1st day of MARCH, 1995, at
the City of Chicago, Cook County, Illinois, by

District 8,
International Association
of Machinists and
Aerospace Workers

CHICAGO TRANSIT AUTHORITY:

Walter Butta
Assistant Director

John Gaumer
Vice President,
Construction and Maintenance

Thomas W. Grol
Vice President,
Human Resources

R. H. H.
General Manager,
Industrial Relations

Chicago Transit Authority

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

July 27, 2001

Mr. Evan Bull
Business Representative
International Association of Machinists
& Aerospace Workers
District 8
1225 South Harlem Avenue
Forest Park, Illinois 60730

Re: West Shops Capital Project

Dear Mr. Bull:

As we have discussed, the CTA has allocated capital funds to a project at West Shops, which will require the temporary addition of two employees to the Fabrication Shop.

Normally in such situations, we would seek your agreement to the temporary hiring of two machinists to fill these positions. However, since fab shop workers receive a premium, our proposal is to poll the West Shop machinists. The two most senior qualified volunteers will be placed in the fab shop for the duration of the capital program. Upon conclusion of the program, they would be returned to their former positions. If there has been an intervening pick, the CTA and the Union will agree on the fairest method of reassigning the two employees.

To backfill the positions vacated by the two temporarily assigned machinists, the CTA would like to hire two temporary employees.

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 have faced similar situations in the past and have 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 based on the previous agreements.

1. Employees will be hired as FTTCs 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,

Mr. Evan Bull
July 29, 2001
Page 2 of 3

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 project 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 toward becoming a permanent employee. For example, if the employee has been an FTTC for six months or more, he will immediately become a full-time permanent employee.

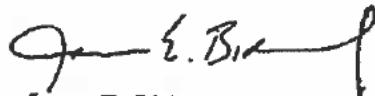
5. In the event that the FTTC employee cannot be placed in a full-time permanent position at the time that the capital project work to which he is assigned concludes, he or she will be required to resign or be administratively separated.

Mr. Evan Bull
July 29, 2001
Page 3 of 3

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
Manager, Contract Administration
& Interpretation

Agreed: Evan Bull
Evan Bull
Business Representative
International Association of Machinists
& Aerospace Workers
District 8

JEB:gc

AMU. I.I. Bus Revenue Maintenance Equipment
(Includes cover memo dated 8/1/89)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and executed in duplicate this 14th day of July, 1989, by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter, for convenience, called the "Authority"), and DISTRICT 8 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (hereinafter, for convenience, called the "Union").

WITNESSES:

WHEREAS, the Authority's bus revenue equipment maintenance and repair operation is currently under contract with General Farebox, Inc.; and

WHEREAS, the Union has filed a Grievance requesting that all farebox equipment repairs be returned to District 8's jurisdiction; and

WHEREAS, the Authority and the Union wish to resolve this matter without proceeding further in the grievance/arbitration process manner;

NOW THEREFORE, the parties hereto agree as follows:

1. The Union agrees to withdraw its Grievance in this matter and will waive any and all individual or class action claims, including but not limited to suits at law, which the Union now has or may have against the Authority, the Chicago Transit Board, or any of its officers, agents, employees or assigns, arising out of the instant Grievance except as may be necessary to enforce the provisions of this Agreement.

2. In consideration thereof, the Authority agrees that on or about September 14, 1989, the contract with General Farebox, Inc. (G.F.I.) will be closed out and that effective on or about September 15, 1989, employees bargained for by District 8 will perform in-house maintenance and repair of bus revenue equipment as part of the Treasury Department, Bus Revenue Equipment Section's operation.

3. Job Classifications

A. Effective the date of execution, the Authority will establish the following job classifications:

1. Bus Revenue Equipment Field Technician (Schedule No. 4601)
2. Bus Revenue Equipment Shop Technician (Schedule No. 4599)
3. Bus Revenue Equipment Field Technician Leader (Schedule No. 4618)
4. Bus Revenue Equipment Shop Technician Leader (Schedule No. 4619)

The job descriptions for said job classifications are attached hereto as Exhibit 'A'.

B. The Authority has determined the total number of employees required to perform the functions of the Bus Revenue Equipment Field Technician (Schedule No. 4601) is determined to be twenty-nine (29) at the time of execution of this agreement.

C. The Authority has determined the total number of employees required to perform the function of the Bus Revenue Equipment Shop Technician (Schedule No. 4599) is determined to be ten (10) at the time of execution of this agreement.

D. The Authority will determine the total number of employees to be assigned and/or dual-rated as Leaders in the Bus Revenue Equipment Section.

E. The number of positions required and/or staffed and the manner of staffing will remain within the sole discretion of the Authority.

4. Wage/Progression Rates

Employees hired or transferring into the job classifications listed above after the date of execution will be paid as specified below:

A. Bus Revenue Equipment Field Technician

1- 6 mos.	70% of the actual paid rate of Journeyman Machinist
Thereafter	75% of the actual paid rate of Journeyman Machinist

B. Bus Revenue Equipment Shop Technician

1 - 12 mos.	80% of the actual paid rate of Journeyman Machinist
13 - 18 mos.	85% of the actual paid rate of Journeyman Machinist
19 - 24 mos.	90% of the actual paid rate of Journeyman Machinist
Thereafter	95% of the actual paid rate of Journeyman Machinist

C. Progression Credit

Central Counting and General Farebox, Inc. employees transferring or hired into the Bus Revenue Equipment Section prior to or effective September 15, 1989, will receive six (6) months' credit towards their pay progression.

D. Each employee assigned as a Leader of a Bus Revenue Field Technician working group, while working in and with such group, shall receive twenty cents (\$.20) per hour in excess of the classified rate for a Bus Revenue Field Technician. Each employee assigned as a Leader of a Bus Revenue Shop Technician working group, while working in and with such group, shall receive twenty cents (\$.20) per hour in excess of the classified rate for a Bus Revenue Shop Technician. An employee assigned as a Group Leader of a working group will be paid the applicable Group Leader rate, while working in and with such group for four (4) or more hours of a regular work day.

5. Staffing of Positions

A. Initial staffing will be offered to the following applicants:

1. Qualified GFI employees
2. Incumbent Fare Equipment Repairer Leader and Fare Equipment Repairer
3. Current qualified full-time permanent employees bargained for by District 8
4. Other current qualified full-time permanent CTA employees
5. Outside hires

B. GFI employees will be hired as full-time permanent employees of the Authority.

C. Outside applicants (other than GFI employees) will be hired as full-time temporary employees in accordance with Article 2, Section 3 of the CTA - District 8 Wage & Working Conditions Agreement.

D. All employees initially appointed to the Shop Technician position will be subject to a six month qualification period. If during the six month qualification period it is determined that the employee is unable to qualify as a Shop Technician, the Authority will determine the appropriate course of action. If an employee is found to be unqualified, the employee and District 8 will be notified in writing.

E. Future vacancies for the Technician positions will be filled in accordance with normal CTA practices.

6. Central Counting Employees

A. Upon execution of the Agreement, the Authority will poll the incumbent Fare Equipment Repairer Leader and Fare Equipment Repairer to determine their decision to transfer to the Treasury Department, Bus Revenue Equipment Section as a Field and/or Shop Technician.

B. The Central Counting incumbent employees opting to transfer at initial staffing will maintain their company seniority.

7. Seniority

Bus Revenue Equipment section seniority will be as follows:

1. Initial Staffing

a. Full-time permanent CTA employees bargained for by District 8, in order of company seniority.

b. All other full-time permanent CTA employees in order of company seniority as full-time permanent employees.

2. Subsequent Staffing

a. Full-time permanent CTA employees on the date of their hiring or transfer into the Section as full-time permanent employees.

3. Field Technician Pick

a. When the Bus Revenue Equipment Field Technician group is initially established, the Field Technicians will be allowed to pick in seniority order available shifts and locations.

b. Thereafter, Field Technicians who wish to transfer to a different shift and/or location will be allowed to submit a letter to supervision requesting such transfer. Such requests will be honored in the order received when an appropriate opening occurs, and management determines that the opening is to be filled. However, if there is a significant change in schedules, then a seniority pick may be held.

8. Hours of Work

Eight and one-half (8-1/2) consecutive hours, including one-half (1/2) unpaid hour for lunch, in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a day's work, and five (5) days shall constitute the regular work week for all employees in this unit. The five days in a regular work week shall be consecutive to the extent practicable in the discretion of the Authority. A shift premium of thirty-five cents (\$.35) per hour shall be paid in addition to the straight-time hourly rate for all shifts beginning at times other than the regular Bus Revenue Equipment Section day shift at the particular location. Time and one-half the straight-time hourly rate shall be paid for all time worked in excess of the eight paid hours in any one day or worked in excess of forty (40) paid hours in one week, except that daily and weekly overtime shall not be duplicated. Double time shall be paid for all work done on the second scheduled day off during an employee's scheduled work week and 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.

DELETED
Per
Arb. Walt
Award 2/02.

9. Work Clothes

A. Treasury Department, Bus Revenue Equipment Section employees will be required to wear Authority approved work clothes at all times while on duty.

B. ~~A voucher system will be implemented for payment of the work clothing allowance.~~

DELETED Per
Arb. Walt
Award 2/02.

C. The Authority will provide technician employees initially transferring from another Authority position or hired from GFI into the Bus Revenue Equipment Section:

1. Three (3) work shirts
2. Two (2) work pants

This Subsection C is a one-time only non-precedent provision afforded only to the initially transferred/hired employees on or about September 15, 1989.

10. Honesty Testing All employees in the Treasury Department, Bus Revenue Equipment Section will be required to sign an acknowledgement that honesty testing will be administered by the Authority on a random basis or for cause.

Dated at Chicago, Illinois, this 14th day of
July, 1989.

For District 8,
International Association of
Machinists & Aerospace Workers

Walter Butts

Walter Butts

Chicago Transit Authority

Clark Burrus

Clark Burrus
Chairman

Bernard J. Ford

Bernard J. Ford
Engagement Manager

James E. Marshall

James E. Marshall
Deputy Executive Director,
Human Resources/Benefit
Services

Anthony Mandolini

Anthony Mandolini
Manager, Financial Functions

Grant Ward, Jr.

Grant Ward, Jr.
Manager, Labor Relations

William C. Buetow

William C. Buetow
Manager, Treasury



August 1, 1989

TO: See Distribution Below
FROM: Grant Ward, Jr., Manager, Labor Relations
RE: District 8 Agreement - Maintenance/Repair of Bus Revenue Equipment

Attached please find a copy of an agreement reached between the Authority and District 8, Machinists which concerns in-house maintenance and repair of bus revenue equipment.

Following is a summary of the terms and conditions of the agreement:

1. District 8 withdraws its grievance and waives all claims/actions against the Authority.
2. The Authority will close out its contract with General Farebox, Inc. and employees bargained for by District 8 will perform farebox maintenance.
3. The agreement establishes job classifications, wage/progression rates and addresses staffing, seniority, hours of work, work clothes and honesty testing.

The Authority is taking the necessary steps to implement this agreement. In addition, Labor Relations Department is updating for distribution the wage rates schedules for the Machinists, District 8 (effective June 4, 1989) to include the new job classifications/rates. If you have any questions, please contact James Bidwill, Director of Contract Administration or Diane Traxler, Senior Contract Coordinator. Their extensions are 3420 and 3418, respectively.

In conclusion, this agreement and its implementation could not have been achieved without the cooperation and efforts put forth by the management and staff of various Authority departments. On behalf of the Treasury and Labor Relations Departments, the cooperation and assistance provided were greatly appreciated.

Grant Ward Jr. ^{gwd}
Grant Ward, Jr.

GW/DT:ek
Attach.

**THE CHICAGO TRANSIT AUTHORITY
POSITION DESCRIPTION**

Job Schedule #:	4601	Grade:	Hrly	Union Affiliation:	0008
Position:	Bus Rev Equip Field Technician				
Department:	Rev Equip Tech & MTCE				
Location:	Various Field Locations				
Reports To:	Bus Revenue Equipment Field Operations Coordinator				
Safety Sensitive Position:	No	Date:	May 31, 2002		

POSITION SUMMARY

Installs, troubleshoots, repairs and maintains the Authority's bus associate revenue equipment in the field.

PRIMARY RESPONSIBILITIES

% time	
1	Troubleshoots, repairs and performs scheduled maintenance on all revenue equipment associated with the bus system.
2	Performs inspections and tests to the equipment to determine operating performance and performs adjustments to ensure accurate and proper operation.
3	Implements troubleshooting techniques to identify and isolate malfunctioning components of the system.
4	Removes bad order components and reinstalls properly functioning subassemblies into the equipment.
5	May be required to test and repair assembly.
6	Maintains accurate maintenance and inventory records on an electronic database
7	Performs audits and monitors logs associated with all equipment/keys at the locations(s) assigned.
8	Installs or removes equipment on buses as required.
9	Required to pick up and deliver supplies, subassemblies or parts to various locations using Authority Van as directed.
10	Performs other 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 read, interpret and modify electrical, electronic and mechanical schematic diagrams and drawings.
- Must possess a working knowledge of applicable test instruments used in performing diagnostic and function tests associated with electronic repair practices.
- Must have knowledge of the principles of operation of electronic and microprocessor controlled

equipment.

- Must possess a comprehensive working knowledge of troubleshooting techniques for electronic and microprocessor controlled equipment.
- Must possess knowledge of the processes, procedures and techniques required in the maintenance and repair of non-electrical and electro-mechanical subassemblies.
- Must possess the skills necessary to operate data processing equipment to enter, organize, retrieve and analyze maintenance related data.
- Required to possess a valid State of Illinois Driver's License.
- Must possess an Electronic Technician Associate Degree or a combination of education and experience related to this position.
- Must possess prior experience in the repair, diagnosis and maintenance of electronic and electro-mechanical equipment and apparatus.

WORKING CONDITIONS

- Works in close proximity to moving bus traffic.
- Required to work in bus garages and outdoors, subject to prevailing weather conditions.
- Subject to 24 hour call, seven days a week.
- Required to wear a Revenue Equipment Department uniform and identification card at all times while on the job.
- Required to punch -in and punch-out utilizing the Authority's time clocks.

PHYSICAL DEMANDS

- Required to lift and carry objects weighing up to 100 pounds.

EQUIPMENT, TOOLS AND MATERIALS UTILIZED

**THE CHICAGO TRANSIT AUTHORITY
POSITION DESCRIPTION**

Job Schedule #:	4599	Grade:	Hrly	Union Affiliation:	0008
Position:	Bus Rev Equipment Shop Technician				
Department:	Treasury				
Location:	Main Shop				
Reports To:	Unit Supv				
Safety Sensitive Position:	No	Date:	May 31, 2002		

POSITION SUMMARY

Troubleshoots, repairs and maintains the Authority's bus associated revenue equipment.

PRIMARY RESPONSIBILITIES

% time	
1	Troubleshoots, repairs and performs scheduled maintenance on modules, subassemblies, printed circuit boards and electronic or electro-mechanical components associated with all Authority bus revenue equipment.
2	Performs inspections and tests to the equipment to determine operating performance and performs adjustments to insure accurate, proper operation.
3	Implements troubleshooting techniques to identify and isolate malfunctioning components of the system.
4	Removes bad order components, performs repairs as required and reinstalls repaired subassemblies into equipment.
5	Performs scheduled maintenance procedures to the equipment as required.
6	Maintains accurate maintenance records and completes maintenance inspection reports.
7	Provides shop support for field equipment repairs, modifications and updated
8	Performs repairs to data systems.
9	Required to work at field locations as directed
10	Performs other 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 read, interpret and modify electrical, electronic and mechanical schematic diagrams and drawings.
- Must possess a working knowledge of applicable test instruments used in performing diagnostic and function tests associated with electronic repair practices.
- Must have knowledge of the principles of operations of the Authority's bus revenue collection equipment and data systems.

- Required to possess a comprehensive working knowledge of troubleshooting techniques for electronic and microprocessor controlled equipment including personal computers.
- Must possess a comprehensive working knowledge of the processes, procedures and techniques required in the maintenance and repair of non-electrical and electro-mechanical subassemblies associated with revenue collection equipment.
- Required to possess a thorough working knowledge of the Authority's bus revenue collection equipment, scheduled maintenance procedures and associated record and file maintenance activities.
- Required to possess a valid State of Illinois Driver's License.
- Must possess an Electronic Technician Associates Degree or a combination of education and experience related to this position.
- Required to have been in the classification of Bus Revenue Equipment Field Technician for a minimum of one year.

WORKING CONDITIONS

- Usual electronic repair shop environment.
- Occasionally required to work in bus garages and outdoors, subject to prevailing weather conditions.
- Subject to 24 hour call, seven days per week.
- Required to wear a Treasury Department uniform and identification card at all times while on the job.
- Required to job-on and job-off utilizing the Authority's data entry unit.

PHYSICAL DEMANDS

- Required to lift and carry objects weighing up to 100 pounds.

EQUIPMENT, TOOLS, AND MATERIALS UTILIZED



No. 12: Acknowledgement Forms, Treasury
Department, Bus Revenue Equipment
Section

Chicago Transit Authority

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

RECEIVED

August 1, 1989

AUG 9 1989

LABOR RELATIONS
DEPARTMENT

Mr. Walter Butts
Business Representative
Machinists - District 8
International Association of
Machinists and Aerospace Workers
1225 South Harlem Avenue
Forest Park, Illinois 60130

Re: Acknowledgement Forms
Treasury - Bus Revenue
Equipment Section

Dear Mr. Butts:

Pursuant to Section 10 of the July 14, 1989 Memorandum of Agreement between the CTA and District 8 - Machinists, District 8 bargained for employees of the Treasury Department, Bus Revenue Equipment Section are subject to honesty testing. I have, therefore, enclosed a copy of the Honesty Testing Acknowledgement form that each applicant/employee will be required to sign during the personnel process.

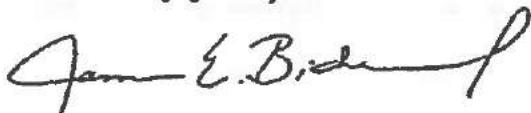
In addition, I have also enclosed a copy of the Lost Key Acknowledgement form that each applicant/employee will be required to sign during the personnel process. As discussed in our meeting with you on May 17, 1989, the Lost Key Acknowledgement form outlines the discipline process that will occur if an employee fails in his/her responsibility and a key assigned to the employee is lost.

Before the Authority implements the use of each form, your review and approval is requested. Since the hiring process is already in progress, your approval is requested no later than August 7, 1989. I have enclosed two originals for your signature, please return one original to me and retain the other original for your files.

Walter Butts
August 1, 1989
Page Two

If you have any questions or concerns, please do not hesitate to contact me at 664-7200, extension 3420 or Diane Traxler on extension 3418.

Very truly yours,



James E. Bidwill
Director, Contract Administration

APPROVED:

Walter Butts
Walter Butts
Business Representative

JEB/DT:ek

-Encl:-

cc: W. Buetow
T. Czech
W. Fudala
J. Marshall
J. Simonetti
G. Tapling
D. Traxler
G. Ward, Jr.


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

HONESTY TESTING ACKNOWLEDGEMENT

I, _____, an employee of the Treasury Department, Bus Revenue Equipment Section, hereby acknowledge that I am subject to honesty testing administered by the Chicago Transit Authority on a random basis or for cause.

Refusal to submit to honesty testing as requested by the Authority will lead to disciplinary action.

Employee Signature _____

Date: _____



Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 564-7200

LOST KEY ACKNOWLEDGEMENT

I, _____, an employee of the Treasury Department, Bus Revenue Equipment Section, hereby acknowledge my responsibility with regards to the security of the bus revenue equipment key operation. I understand that if I fail in my responsibility and a key assigned to me is lost, the following action could be taken:

First Loss	3-5 Day Suspension
Second Loss	14-29 Day Suspension
Third Loss	Discharge

Employee Signature _____

Date: _____

No. 13: Bus Revenue Equipment Field Technician

AGREEMENT

This AGREEMENT, made and executed this 1st day of April, 1991, by and between the CHICAGO TRANSIT AUTHORITY (hereinafter, "the Authority") and DISTRICT 8 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (hereinafter, "the Union").

WITNESSES

WHEREAS, the Authority and the Union are parties to an agreement dated July 14, 1989, concerning bus revenue equipment repairs; and

WHEREAS, the parties wish to amend the aforementioned July 14, 1989 agreement in part to revise the wage progression for Bus Revenue Equipment Field Technicians and to provide for progression credit for any such employee if such employee should transfer to the position of Bus Revenue Equipment Shop Technician;

Now, THEREFORE, the parties agree as follows:

1. Paragraph 4.A. of the July 14, 1989 agreement will be revised to read as follows:

"A. Bus Revenue Equipment Field Technician

1 - 6 months	70% of the actual paid rate of Journeyman Machinist
7 - 12 months	75% of the actual paid rate of Journeyman Machinist
13 - 18 months	80% of the actual paid rate of Journeyman Machinist
Thereafter	85% of the actual paid rate of Journeyman Machinist"

2. A new paragraph 4.E. will be added to the July 14, 1989 agreement, to read as follows:

"E. A Bus Revenue Equipment Field Technician transferring to the position of Bus Revenue Equipment Shop Technician will receive progression credit in the following manner:

- A. A Field Technician at the 70% progression level will be immediately raised to the 80% level and will begin the Shop Technician progression without credit for months employed as a Field Technician.
 - B. A Field Technician at the 75% progression level will be immediately raised to the 80% level and will begin the Shop Technician progression with credit for months and days worked at the 75% Field Technician progression level applied toward advancement to the 85% Shop Technician progression level.
 - C. A Field Technician at the 80% progression level will be transferred at the 80% Shop Technician progression level and will receive credit for months and days worked at the 80% Field Technician progression level toward advancement to the 85% Shop Technician progression level.
 - D. A Field Technician at the 85% progression level will be transferred at the 85% Shop Technician progression level without credit for months employed as a Field Technician."
3. The above revisions will be effective the first full pay period following execution of this agreement.
 4. With the exception of the above revisions, the agreement of July 14, 1989 is otherwise unaltered and remains in full force and effect.

Dated at Chicago, Illinois, this 1st day of April,
1991.

District 8
International Association
of Machinists and
Aerospace Workers

By: Walter Butts
Business Representative

Chicago Transit Authority

By: David Boffler

Deputy Executive Director
Finance

James Marshall

Deputy Executive Director
Industrial Relations and
Special Services

William C. Buckley
Manager
Treasury

Robert L. L.
Manager
Labor Relations

JEB/mrn
1/25/91

No. 14: Field Technician Premium Pay for Shop
Technician Work (Includes cover memo
dated 2/20/96)

AGREEMENT

THIS AGREEMENT, made this 54 day of February, 1996, by
and between the Chicago Transit Authority ("the Authority") and District 8, International
Association of Machinists and Aerospace Workers ("the Union").

WITNESSES:

WHEREAS, the Authority and the Union are parties to an agreement dated July 14, 1989,
as amended in an agreement dated April 1, 1991, concerning bus revenue equipment repairs; and

WHEREAS, under the aforesaid agreements, Bus Revenue Field Technicians are paid at
rates lower than those of Bus Revenue Shop Technicians; and

WHEREAS, the Authority presently has a need, and may have a need from time to time in
the future, to assign Bus Revenue Field Technicians temporarily to Shop Technician duties; and

WHEREAS, the parties agree that a premium should be paid to Bus Revenue Field
Technicians when they perform Shop Technician duties;

NOW, THEREFORE, the parties agree as follows:

1. Bus Revenue Field Technicians who are assigned to perform Shop Technician
duties will receive a premium of twenty-five cents (\$.25) for each hour or fraction thereof they
perform Shop Technician duties. This premium will be added to their straight-time hourly rate or
overtime hourly rate, whichever applies in the particular circumstances.

2. If the Shop Technician work is to be performed on straight time, the Authority has
the discretion to assign Field Technicians on the basis of the Authority's determination of their
qualifications and ability. If the Shop Technician work is to be performed on overtime, qualified
Field Technicians will be rotated into the work on the basis of the existing overtime policy.

3. When Field Technicians are assigned Shop Technician work, they will be subject to
Shop rules, procedures, policies and hours. They will be under the direction of supervision
designated by the Authority.

4. This agreement will be retroactive to January 21, 1996.

5. This is the full and complete agreement concerning the subject of a premium for
Field Technicians when performing Shop Technician duties. No term or condition of this
agreement will be used as a precedent in any future discussions, negotiations, grievances,
arbitrations, any other actions at law or in equity, or in any legal or administrative forum, except
as may be necessary to enforce the provisions hereof.

District 8
Agreement
Page 2

This agreement is made this 5th day of February, 1996, by:

*District 8, International
Association of Machinists
and Aerospace Workers*

Chicago Transit Authority

Evan Bell

Joseph C. Simonetti
General Manager
Revenue Equipment
Technology and Maintenance

William C. Sutor

Senior Vice-President/Treasurer
Finance and Capital Management

Thomas W. Gatz
Vice-President
Human Resources

John H. L.
General Manager
Industrial Relations

Originated by:

James G. Belmont
Manager
Contract Administration



QB - 2/14/2001
OK
gib

TO: Distribution List
FROM: Manager, Contract Administration
DATE: February 20, 1996
RE: Agreement Creating Premium for District 8 Field Technicians

Attached is a fully executed agreement between the Authority and District 8, International Association of Machinists, creating a premium for Bus Revenue Field Technicians when they perform Bus Revenue Shop Technician duties.

Details of this agreement are as follows:

1. The premium is \$.25 per hour for each hour or fraction thereof worked by Field Technicians performing Shop Technician duties;
2. This premium is added to the Field Technician straight time or overtime rate, whichever is applicable. In other words, the premium is added to the applicable rate and doesn't increase if the work is done on overtime;
3. Straight time work will be assigned to specific Field Technicians chosen in the discretion of the Authority. Overtime work will be rotated among all qualified Field Technicians;
4. The agreement is retroactive to January 21, 1996.

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

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

JEB/ab

Distribution List:

W. Buelow	J. Moore
G. Kurowski	J. Simonetti
T. Czech	G. Tapling
cc: G. Ward, Jr.	A. Gaughan
Agreement File	JEB Cores.

Original: Expired Contract File

No. 15: Treasury Equipment Specialist
(Includes cover memo dated 10/24/97)

AGREEMENT

THIS AGREEMENT, made this 20th day of October, 1997, by and between the Chicago Transit Authority ("the Authority") and the International Association of Machinists and Aerospace Workers ("the Union"),

WITNESSES:

WHEREAS, the Authority has proposed to create the position of Treasury Equipment Specialist; and

WHEREAS, this position will be within the Union's bargaining unit jurisdiction; and

WHEREAS, the parties are in agreement that the initial placement in this position should be Kenneth Hannum, employee number 19826, presently a Fare Equipment Preparer Leader; and

WHEREAS, the parties wish to establish a pay rate for the position, and progression rates for employees who may succeed Mr. Hannum in the position, as well as other terms and conditions of employment;

NOW, THEREFORE, in consideration of the above-recitals and other promises contained herein,

THE PARTIES AGREE AS FOLLOWS:

1. The position of Treasury Equipment Specialist will be established within the bargaining unit jurisdiction of the Union. A draft job description of the position is attached hereto and incorporated by reference herein. After development of an agreed upon official job description, the draft description will be deleted and the official version attached hereto in substitution therefore, and be incorporated by reference herein.

2. The position will initially be filled by Kenneth Hannum, employee number 19826. The initial basic hourly straight time rate of pay of the position will be \$22.00 per hour. Mr. Hannum will receive the initial rate of pay retroactive to July 6, 1997.

3. For employees who succeed Mr. Hannum in the position, there shall be established a pay progression as follows:

1-12 months in position - 95% of the top rate
13-24 months in position - 97.5% of the top rate
Thereafter - top rate

4. The top rate of the position will be increased at the same time and by the percentage equivalents of the CTA-IAM contractual increases, and the progression rates will be adjusted to maintain the progression percentages set forth in paragraph three, above.

5. Employees will be selected for future open, budgeted and approved Treasury Equipment Specialist positions in accordance with Section 2.26 of the CTA-IAM Wage and Working Conditions Agreement. The Union and the Authority will meet to determine what procedure will be adopted in the future to qualify an employee for the Treasury Equipment Specialist position and what training in the future may be necessary for an employee succeeding Mr. Hannum.

6. While it is within the Authority's discretion to fill an open position, that discretion will not extend to requiring an employee succeeding Mr. Hannum to perform the essential duties of the job without receiving the position title and pay rates provided herein.

7. This agreement is the exclusive and complete agreement between the parties hereto relating to the subject matter hereof, and no alteration of the terms and conditions of this agreement, and/or additions hereto and/or deletions herefrom shall be binding unless in writing signed by authorized representatives of the parties hereto.

8. The parties further agree and acknowledge that the terms and conditions of this agreement shall apply without exception only to the present matter and shall not be used as a precedent in any other present or future controversies between the parties hereto, or in any discussion, negotiation, complaint, grievance, arbitration or action at law or in equity, and/or in any judicial or administrative forum.

IN WITNESS WHEREOF, the parties have executed this agreement on the date hereof at Chicago, Illinois.

CHICAGO TRANSIT AUTHORITY

William A. Gauthier
Sr. Vice-President
Finance and Capital Management

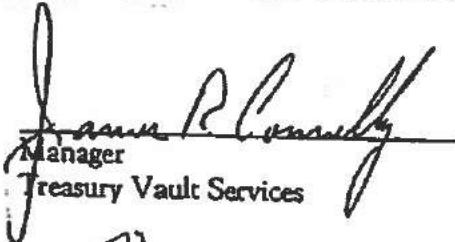
Dale R. Karp
General Manager
Treasury

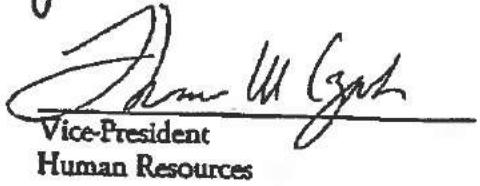
INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, DISTRICT 8

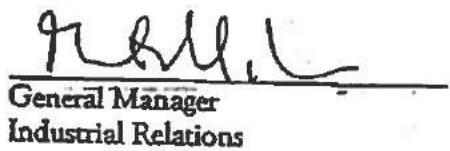
Edward Bule
Business Representative

Agreement
International Association of
Machinists and Aerospace Workers
Page 3 of 3

CHICAGO TRANSIT AUTHORITY


James R. Connelly
Manager
Treasury Vault Services


Tom W. Grah
Vice-President
Human Resources


Robert J. H. Miller
General Manager
Industrial Relations

JEB/ab

TITLE	AUTH LEVEL	UNION AFFIL	DATE EST YYYYMMDD	DATE REV YYYYMMDD
ASURY EQUIPMENT SPECIALIST	HALY	DIST 8	19970506	N/A

ADMIN SECTOR: FINANCE/CAP MGMT DEPT: TREASURY
ORTS TO: MANAGER VAULT SERVICES

LST:
FLVED:

DATE APPROVED:

BASIC FUNCTION:

Installs, troubleshoots, repairs and maintains the Authority's revenue counting systems and associated components.

PRIMARY DUTIES AND RESPONSIBILITIES:

Troubleshoots, repairs and performs scheduled maintenance on modules, subassemblies, printed circuit boards and electronic or electro-mechanical components associated with revenue counting systems and equipment.

Troubleshoots and repairs counting system network physical configuration discrepancies and identifies defective components for replacement/repair.

Responsible for keeping accurate maintenance records and reports pertaining to responsible equipment.

Required to fabricate specifications and drawings for counting systems and facilities upgrades, enhancements, and repairs. Submits completed forms required for Manager's approval and coordinates with trades to schedule and perform approved activities.

Operates personal computer using standard database, spreadsheet and word processing software to prepare reports, maintain quantitative data and to file and retrieve data.

Performs other duties as assigned.

POSITION REQUISITES:

Required to read, interpret, and fabricate electrical, electro-mechanical and mechanical diagrams and drawings.

Must possess a working knowledge of applicable test instruments and diagnostic procedures for performing diagnostic and function tests associated with electrical and mechanical repair practices.

Must have a comprehensive knowledge of the principles of operation of electronic and microprocessor controlled equipment.

Required to possess a thorough knowledge of troubleshooting techniques for electronic and mechanical equipment and systems integration.

Must possess the skills necessary to maintain and repair non-electrical and electro-mechanical assemblies associated with revenue counting equipment.

Required to possess a comprehensive knowledge of the Authority's surface and rail counting equipment and scheduled maintenance procedures.

Required to possess the aptitude and initiative to integrate and upgrade current equipment and systems to industry standard.

Must possess the knowledge and skills necessary to competently operate personal computer systems to use and maintain business applications, such as Windows95, Windows 3.1X, Lotus 1-2-3, WordPerfect 6.1, and proprietary counting industry applications.

Required to possess a valid State of Illinois drivers license.

EDUCATIONAL REQUISITES:

Certified Journeyman Machinist



TO: Distributed List
FROM: James E. Bidwill, Contract Administration
DATE: October 24, 1997
RE: Treasury Equipment Specialist Agreement

Attached is an agreement between the Authority and District No. 8 of the Machinist Union, creating the position of Treasury Equipment Specialist, initially placing Kenneth Hannum in the position, and determining procedures applicable to successors of Mr. Hannum.

Please take the necessary action to implement this agreement.

A handwritten signature of James E. Bidwill is written over a horizontal line. Below the signature, the name "James E. Bidwill" is printed in a smaller, standard font.

James E. Bidwill

JEB/ab
Attachment(s)

Distribution List:

W. Buetow
D. Kruger
J. Connelly
T. Czech
G. Tapling
M. Cook
R. Reule
G. Kurowski
A. Gaughan
GAP Staff
G. Ward, Jr.

cc: Agreement File
Employee File
Dist. No. 8 Corres. File
JEB Corres.

Original: Expired Contract File



No. 16: Machinist Apprentice Vacancies

Chicago Transit Authority

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

January 17, 1992

Mr. Walter Butts
Business Representative
International Association of
Machinists and Aerospace Workers
District 8
1225 South Harlem Avenue
Forest Park, Illinois 60130

Dear Mr. Butts:

On Thursday, August 29, 1991, we met at Skokie Shops regarding several issues. One issue discussed was the process which will be used to fill future Machinist Apprentice vacancies at Skokie Shops.

It is my understanding that the parties agreed on the following process:

1. Final Assemblers and Shopmen will be polled in classification seniority order. The results of any poll will remain in effect for one year.
2. Sub-Assemblers will be polled in classification seniority order, each time a vacancy occurs.
3. If no final Assemblers, Shopmen or Sub-Assemblers are interested in the apprentice vacancy, Assembler Helpers will be polled in classification seniority order, each time a vacancy occurs.

It is understood that an interested employee must meet the regular established work record criteria in order to be considered an acceptable candidate. If the work record does not allow the transfer, the employee will be placed in the applicable seniority order based on his/her classification seniority date for consideration for the next vacancy.

Mr. Walter Butts
Re: Machinist Apprentice Vacancies
Page 2

If the process outlined on the foregoing page accurately reflects the Agreement reached on August 29, 1991, please sign and return to me.

If you have any questions, please do not hesitate to contact me at 664-7200, Extension 3424.

Very truly yours,

Ann Murphy-Gaughan
Ann Murphy-Gaughan,
Superintendent, Contract Processes

AMG/ab

AGREED:

Walter Butts

Walter Butts
Business Representative

cc: J. Bidwill
L. Bratz
T. Czech
R. Gierut
R. Juvinali
G. Tapling
F. Vukovics
AMQ Corres.

MACHINISTS FTTC AGREEMENT

THIS AGREEMENT is made and entered into this 31 day of March, 2005 by and between the Chicago Transit Authority ("the CTA", "the Authority") and District 8, International Association of Machinists and Aerospace Workers ("the Union", "District 8"), also referred to collectively herein as "the parties."

WITNESSES:

WHEREAS, the Chicago Transit Authority has received capital improvement funding for the Brown Line Capacity Expansion project, and

WHEREAS, this project includes the rehabilitation of 18 stations to allow berthing of eight (8) car trains and make the Brown Line ADA accessible, and

WHEREAS, this project will also enhance the Brown Line's power distribution system, signal and communication system and improve operational flexibility at key locations; and

WHEREAS, the CTA's Full Funding Grant Agreement with the federal government requires that the CTA complete the project by the end of 2009; and

WHEREAS, as a result of this funding, the Authority is prepared to hire full-time temporary capital ("FTTC") employees for positions within the Machinists District 8 bargaining unit for the duration of this project; and

WHEREAS, the Authority cannot commit to retaining these temporary employees beyond the depletion of said capital funding; and

WHEREAS, the parties wish to resolve all issues arising from the institution of the FTTC hiring program in a manner not inconsistent with the parties Wage and Working Conditions Agreement;

NOW, THEREFORE, In consideration of the above recitals, which are incorporated herein as terms and conditions of the agreement, and after consideration set forth in the following terms and conditions or otherwise exchanges by the parties, the parties agree as follows:

1. The Authority will hire full-time temporary capital (FTTC) employees within the Machinists District 8 bargaining unit.
2. The number of full-time temporary capital (FTTC) employees remains within the sole discretion of the Authority, but is presently contemplated to be three or four machinists.
3. The full-time temporary capital (FTTC) employees will be informed that they will be required to resign or be administratively separated at the end of the project and/or the depletion of said capital funds.
4. The Authority will provide the Union with notice that FTTC machinists are required and referrals submitted by the Union will constitute the primary pool of applicants for the position, provided such referred employees are qualified and the pool is diverse enough to allow the Authority to meet its affirmative action commitments. The right of final selection for said FTTC employees remains vested in the Authority.

5. At the completion of six months, the employees' work records will be evaluated and, if acceptable, they will continue as full-time temporary capital 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.
 - 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 purposes 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.
6. As stated above, the FTTC employee will not be given pension credit nor be required to make pension contributions.
7. 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 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 FTTC employee will be placed in the position and will be given credit for the period spent as a FTTC. For example, if the employee has been an FTTC for six months or more, he will immediately become a full-time permanent employee.
8. The terms and conditions of this agreement apply without exception only to the present subject matter and are the sole and exclusive agreement of the parties on this subject matter. The CTA and the Union specifically agree that this agreement and its terms and conditions shall not in any way or manner be used as a precedent in any present or future matter between the parties, nor in any presentation, discussion, issue, complaint, grievance, arbitration, action at law or in equity, nor in any judicial, legislative, administrative or public forum, except as necessary to enforce the provisions hereof.

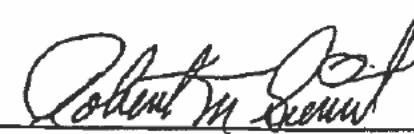
9. This agreement shall be effective only upon full execution by the parties listed below.

This agreement is signed on the dates specified in Chicago, Illinois.

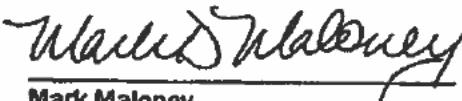
FOR THE UNION


Carl Gallman

FOR THE CHICAGO TRANSIT AUTHORITY


Robert M. Gierut

Vice President, Employee Relations


Mark Maloney

Vice President, Facilities Maintenance


Susan Plassmeyer

Executive Vice President
Construction, Engineering & Facilities

DATED: 1-26-05

DATED: _____

RMG/ab

Full-Time Temporary Capital ("FTTC") Agreement – West Shop

THIS AGREEMENT is made and entered into this 10th day of July, 2006 by and between the Chicago Transit Authority ("the CTA", "the Authority") and District 8, International Association of Machinists and Aerospace Workers ("the Union", "District 8"), also referred to collectively herein as "the parties."

WITNESSES:

WHEREAS, the Chicago Transit Authority has received capital improvement funding for projects within the West Shop Fabrication Shop; and

WHEREAS, as a result of the funding, the CTA is prepared to hire full-time temporary capital ("FTTC") employees for positions within the Machinists District 8 bargaining unit for the duration of this project; and

WHEREAS, the CTA anticipates that said capital projects will require the hiring of two (2) full-time temporary capital ("FTTC") journeyman machinists to the fabrication shop; and

WHEREAS, the CTA cannot commit to retraining these employees beyond the depletion of said capital funding; and

WHEREAS, in previous situations, the Authority and District 8 have agreed to hire full-time temporary capital (FTTC) employees to fill capitally funded positions; and

WHEREAS, the Wage and Working Conditions Agreement between the CTA and the Machinists', District 8 ("the CBA"), provides that eligible employees "...shall receive a premium of twenty-five cents (\$.25) per hour in addition to their regular, permanent (emphasis added), classified hourly rate..." and

WHEREAS, the parties wish to resolve all issues arising from the institution of the FTTC hiring program in a manner not inconsistent with the parties Wage and Working Conditions Agreement;

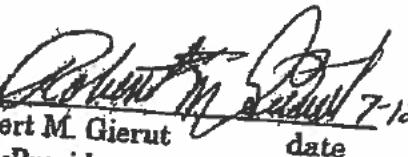
NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein as terms and conditions of the agreement, and after consideration set forth or otherwise exchanged by the parties, the parties agree as follows:

1. The CTA will hire two (2) full-time temporary capital ("FTTC") journeyman machinists to work in CTA's steel fabrication shop.
2. The total number of FTTC machinists hired remains within the sole discretion of the CTA, but staffing is initially determined to be two (2) FTTC employees.
3. FTTC machinists will be compensated at the hourly rate specified in the CBA; currently, \$25.987 per hour. FTTC capital employees are ineligible for the twenty-five cent (\$.25) frog shop premium.
4. The FTTC employees will be informed that they will be required to resign or be administratively separated at the end of the project and/or the depletion of said capital funds.
5. The CTA will provide the Union with notice that FTTC machinists are required and referrals submitted by the Union will constitute the primary pool of applicants for the position, provided such referred employees are qualified and the pool is diverse enough to allow the CTA to meet its affirmative action commitments. The right of final selection for said FTTC employees remains vested in the CTA.
6. After the completion of six (6) months, the employees' work records will be evaluated and, if acceptable, then 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 CBA 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 Fourth of July holiday, since under the terms of the CBA, no holiday guarantees apply for the first three months of permanent employment, and, for the purposes of the holiday benefit, the FTTC employee is being treated as a permanent employee as of July 1st.

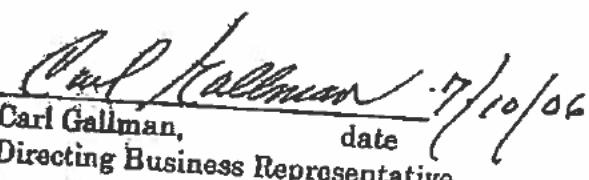
- b. For example, given the above January 1st-July 1st scenario, the FTTC employee and his or her dependents are eligible for hospital and medical benefits on October 1st, just as any other employee who became permanent on July 1st.
7. As stated above, the FTTC employee will not be given pension credit nor be required to make pension contributions.
8. In the event full-time permanent machinist positions become available in the Facilities Maintenance Department during the capital project period, FTTC 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 or full-time temporary operating employees, 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 toward becoming a permanent employee.
 - a. For clarification purposes, full-time permanent machinists and full-time temporary operating machinists (non capital) would be offered positions in the frog shop in accordance normal and customary procedures before any FTTC machinist.
9. Should, at the end of the capital program no position is available for the FTTC machinists' employees, the employees will be required to resign or be administratively separated.
10. The terms and conditions of this agreement shall apply without exception only to the present subject matter and are the sole and exclusive agreement of the parties on the subject matter. The CTA and the Union specifically agree that this agreement and its terms and conditions shall not in any way or manner be used as a precedent in any present or future matter between the parties, nor in any presentation, discussion, issue, complaint, grievance, arbitration, action at law or in equity, nor in any judicial, legislative, administrative or public forum, except as necessary to enforce the provisions hereof.
11. This agreement shall be effective only upon full execution by the parties listed below.

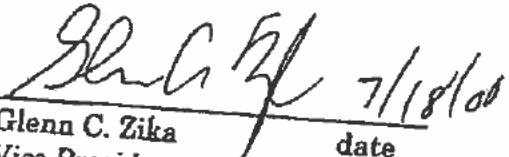
This agreement is signed and dated as specified below in Chicago, Illinois.

Chicago Transit Authority


Robert M. Gierut 7-10-06
date
Vice-President,
Employee Relations

Machinists, District 8


Carl Gallman 7/10/06
date
Directing Business Representative


Glenn C. Zika 7/18/06
date
Vice President - Engineering

Prepared by: Employee Relations
CAPC - zrk/dt - 7/10/06

AGREEMENT-FIELD/SHOP TECH.

8th THIS AGREEMENT (the "Agreement") is made and entered into on this day of March, 2007, by and between the CHICAGO TRANSIT AUTHORITY (the "CTA"), and DISTRICT 8 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (the "Union"); also referred to as "the parties."

WITNESSETH

WHEREAS, the CTA and the Union are parties to various agreements, arbitration awards, and the Wage and Working Conditions Agreement (the "CBA") which concern, but are not limited to, the CTA's bus revenue equipment maintenance and repair operation; and

WHEREAS, the parties have reached understandings which they wish to memorialize concerning the Bus Revenue Equipment Field and Shop Technicians within the Bus Revenue Equipment Technology Department; and

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, mutual promises exchanged herein and other valuable consideration between the parties, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. Change in "Thereafter" Wage Rate for Field Technician: Retroactive to January 7, 2007, the "Thereafter" rate for the Bus Revenue Equipment Field Technician will be changed from 90% to 95% of the actual paid rate of Journeyman Machinist. Therefore, the contractual wage rate schedule, "Machinists, District 8, Rate Schedule I" will be modified to reflect the following rates:

Bus Revenue Equipment Field Technician	Basic Hourly Rate	Total Paid	
		BiWeekly	Hourly
1- 6 months	20.023	1,601.84	20.023
7-12 months	21.453	1,716.24	21.453
3-18 months	22.883	1,830.64	22.883
Thereafter	27.153	2,172.24	27.153

The above rates are subject to changes in accordance with the CBA.

The CTA agrees to begin compensating the "Thereafter" rate within two (2) full pay periods following full execution of this Agreement. Retroactive pay (from January 7, 2007 through the date that the new "Thereafter" rate takes effect) will be compensated within two (2) full pay periods following the pay period that the new "Thereafter" rate was paid.

2. Elimination of Premium: Effective the first full pay period following full execution of this Agreement, the premium of twenty-five cents (\$.25) for each hour or fraction thereof paid to Bus Revenue Equipment Field Technicians who are assigned to perform Shop Technician duties will be eliminated.
3. Shop Technician Pay Rate: By verbal agreement on June 30, 2006, the parties agreed that the job progression for Shop Technician would be waived until further notice. The following memorializes this agreement:
 - a) A Field Technician promoted to Shop Technician will be compensated at the "Thereafter" rate for Shop Technician. The "Thereafter" rate represents 100% of the actual paid rate of Journeyman Machinist.
 - b) A Shop Technician who is hired or entering the bargaining unit will be required to follow the percentage progression scale of 80% for 1-12 months; 85% for 13-18 months; 90% for 19-24 months and 100% Thereafter.
4. Campaign Program Experiment: Effective the first full pay period following full execution of this Agreement, the CTA may use any Field Technician or Shop Technician for campaign at the employee's regular classified rate. As soon as practicable following six (6) months from the start of the program, the CTA and the Union agree to meet to review and address issues concerning the continuation of the program on an experimental or permanent basis. However, within the six (6) month experiment period, either party may request a review concerning utilization of the program. Should the parties fail to meet after the scheduled six (6) month time frame, the experiment will continue until either party formally notifies the other of its withdrawal from the program or the parties meet to modify or end the program.
5. This Agreement, and its terms and conditions, are limited to the subject matter hereof and shall not be used as a precedent in any present or future matter between the parties except as may be necessary to enforce the provisions hereof.
6. This Agreement sets forth the entire understanding between the CTA and District 8 with respect to the subject matter of this Agreement and is the final expression of the Agreement between the CTA and the Union. This Agreement cannot be contradicted by evidence of any prior or contemporaneous oral statements. This Agreement may be modified only by written amendment signed by the CTA and the Union.

7. The parties agree that this Agreement is being freely and voluntarily given by each without any duress and coercion after having carefully and completely read all of its terms and provisions and after having been afforded the opportunity to consult with legal counsel.
8. The "WHEREAS" clauses at the beginning of this Agreement are covenants and representations, and not mere recitals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereof at Chicago, Illinois.

International Association of
Machinists & Aerospace Workers,
District No. 8

Carl Gallman
Carl Gallman
Directing Business Representative

Date: 2-12-07

Chicago Transit Authority

Dennis O. Koslak
Dennis O. Koslak
Senior Vice President/Treasurer,
Budget/Capital Finance

Date: 3-8-07

John Flynn
John Flynn
Vice President,
Technology Management

Date: 2-27-07

Robert M. Gierut
Robert M. Gierut
Vice President,
Employee Relations

Date: 2-12-07

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: Tor C. Johnson

Date: _____

CRAFT COALITION

By: Ruth W. Pearson

Date: 10-15-12

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*

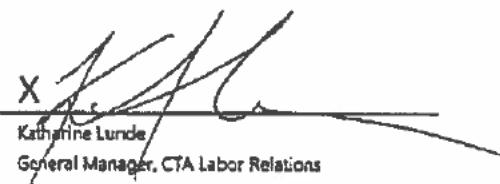
LEVEL II

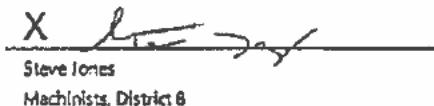
- 1. No suspensions*
- 2. No corrective case interviews*
- 3. No chargeable complaints*
- 4. No chargeable accidents*
- 5. No chargeable IOD's*
- 6. No more than 2 sick book entries*
- 7. No misses/unexcused absence*
- 8. No safety violations (24 months)*
- 9. No more than 1 tardy/early dismissal*

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 
Katherine Lunde
General Manager, CTA Labor Relations

X 
Steve Jones
Machinists, District 8

International Association of Machinists and
Aerospace Workers District #8
16W361 South Frontage Road, Suite 127
Burr Ridge, IL 60527

Re: Training Fund and Machinists Benefit Program

Gentlemen:

This letter will confirm certain agreements and understandings reached by the parties during the recent collective bargaining negotiations with respect to the following matters listed below.

1. Machinists Local 701 Training Fund: The Union proposed that the Authority agree to participate in the Automobile Mechanics' Union Local No. 701 Apprenticeship Training and Skill Development Fund as a contributing employer. The contribution level would be \$2.00 per Union employee working under the terms of the Agreement. Although the parties engaged in discussions concerning the Authority's participation in this Fund, they determined to defer discussion of this issue to the Union-Management Committee pursuant to Article I Section 1.10 of the Agreement, which discussion will be had within six (6) months of the ratification of the terms of the 2012-2016 Agreement by the Union and the CTA Board. This discussion is intended to provide the parties with the ability to investigate further how the Fund could provide necessary training for Union members who work for the CTA and what benefit the Authority could derive from participation in the Fund. In the event that as a result of these discussions the parties mutually agree that the Authority will participate in the Fund, the program will be included as a part of that Agreement.

2. Machinists Custom Choices Worksite Benefits Program: During the negotiations, the Union raised the possibility of the Authority adopting the provisions of the Machinists Custom Choices Worksite Benefits program of supplemental insurance, to be administered by the Employee Benefits Systems, Inc., and financed through the voluntary payroll deductions by the members of the Union who may wish to participate in that program. The parties agreed to defer discussion of this issue to the Union-Management Committee pursuant to Article I Section 1.10 of the Agreement, which discussion will be had within six (6) months of the ratification of the terms of the 2012-2016 Agreement by the Union and the CTA Board. In the event that as a result of these discussions the parties mutually agree to adopt this program of benefits, the program will be included for employees of the Union as a part of that Agreement.

If the above accurately reflects the agreement between the Authority and the Union, please so indicate by signing in the appropriate space below.

Very truly yours.

CHICAGO TRANSIT AUTHORITY

By: _____

Accepted and agreed on behalf of the Union:
