

Wage and Working Conditions Agreement

Between the Chicago Transit Authority and the
International Brotherhood of Electrical Workers,
Local 134



Effective January 1, 2012 through December 31, 2016



**CHICAGO TRANSIT AUTHORITY -
LOCAL UNION 134 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

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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, for convenience, called the "Authority") and LOCAL UNION 134 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter, for convenience, called "Local Union 134"), WITNESSES:

ARTICLE I – UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY

1.1 UNION RECOGNITION AND SCOPE. The Authority recognizes Local Union 134 as the exclusive bargaining agent for all its employees included in the classifications listed in Attachment D. 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.

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.

1.3 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 order 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.

1.4 NO STRIKE - NO LOCKOUT. It is expressly understood and agreed that all services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof and of the agreement and conditions herein to be kept and performed by the Authority and said Union, Local Union 134 agrees that under no conditions and in no event whatsoever will the employees covered by this Agreement, or any of them, be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the position held by them under the Authority, in accordance with the terms of this Agreement, and the Authority agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said employees insofar as such performance is required in the normal and usual operation of the Authority's property, and any differences that may arise between the above mentioned parties shall be settled in the manner herein provided.

1.5 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.

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

1.7 FOREMAN ISSUE. The issue of whether or not the classifications of Foreman and Testing Engineer shall be removed from the bargaining unit and, if so, to what extent shall 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.

1.8 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.

ARTICLE II - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY - FIELD AND GENERAL OFFICE

This Article II is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (Field) and Electrical, Local 134 (General Office).

2.1 CHANGES IN WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT. The Authority and the Union mutually agree to recognize that all wage rates and salary rates, working schedules, seniority districts, rules, benefits and conditions of employment of those employees of the Authority covered hereunder, in effect between the Authority and those employees just prior to the consummation of this Agreement, which have not been definitely referred to or changed by the provisions contained herein, shall remain unchanged unless changed during the tenure of this Agreement by the mutual consent of the parties hereto.

2.2 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. (See also, Attachment C, attached hereto and incorporated by reference herein).

ARTICLE III – UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY – FORMER 713

This Article III is applicable to those employees in job classifications listed on the Wage Rate Schedule (Attachment D) entitled Electrical, Local 134 (713).

3.1 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.

3.2 SHOP WORK. The Authority will endeavor to repair, rebuild or maintain the electrical equipment of buses and rail cars in its shops, providing the employees have the capacity and competence to perform this work and the Authority has the necessary facilities. However, the Authority retains the right, should an emergency occur or sufficient manpower not be available, to have the bus and car electrical equipment repaired, rebuilt or maintained by outside concerns.

3.3 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).

ARTICLE IV - CLASSIFICATIONS AND WAGE RATES – FIELD AND GENERAL OFFICE

This Article IV is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (Field) and Electrical, Local 134 General Office).

4.1 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.1. Effective January 1, 2012, employees in the classifications of S148 Foreman 'A' Electricians, S155 Foreman Escalator Servicemen, S156 Foreman 'B' Electricians, S179 Foreman Communications Technicians, H277'A' Electrician, H261 'B' Electrician, H279 Communication Technician (on or after 08-15-02), H276 Material and Assignment Dispatcher, S183 Testing Engineer IV and Revenue Systems Engineer IV 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 used by the United States Department of Labor in administering the Davis-Bacon Act. Also effective January 1, 2012, employees in the Classifications of H267 Escalator Serviceman (10-10-98 through 09-25-90), H274 Escalator Serviceman (on or after 09-26-90), H262 'B' Electrician Apprentice (prior to 09-26-90), H272'B' Electrician Apprentice (on or after 09-26-90), H266 Substation Attendant (07-25-75 through 09-25-90), H275 Substation Attendant (on or after 09-26-90), S184 Testing Engineer V and Revenue Systems Engineer V shall receive the applicable percentage of the prevailing rate of the Journeymen 'A' Electrician.

B.2. All employees in the classification of Elevator Serviceman who are currently on the payroll as of November 5, 2012, shall receive an increase in their wage rate of \$2.00/hour, retroactive to January 1, 2012. Effective January 1, 2013, all employees in the classification of Elevator Serviceman shall be paid the prevailing rate of Journeymen "A" Electrician plus \$2.00. This increase shall also be paid to the foremen who are regularly assigned to work with Escalator Servicemen, which is in addition to their regular foreman hourly rate.

B.3 Effective January 1, 2012, the wage rate for employees in the job titles of Testing Engineer I-V shall be as follows: Testing Engineer I. Prevailing Wage Rate minus \$3.90/hour; Testing Engineer II, Prevailing Wage Rate minus \$2.45/hour; Testing Engineer III,

Prevailing Wage Rate minus \$1.00/hour; Testing Engineer IV, Prevailing Wage Rate; Testing Engineer V, Foreman Prevailing Wage Rate + 1.50.

B.4. All employees in the classification of Foreman, Electrical Worker shall receive an increase to their wage rate from \$42.931/hour to \$44.728/hour, retroactive to July 1, 2012, and from \$44.728/hour to \$45.926/hour, retroactive to July 1, 2013. These rates represent 99.84% of the Foreman 'A' rate. Employees in the classification of Foreman, Electrical Worker shall receive an increase to their wage rates equal to 99.84% of the Foreman, 'A' Electrician rate at each point in time when the Foreman, 'A' Electricians receive an increase in their wages.

C. Effective on July 1 of each year of this Agreement beginning in 2012, the wage rate for the Classifications 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 4.1.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 4.1.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.

4.2 UNION RECOGNITION. The Authority recognizes Local Union 134 as the exclusive bargaining agency for employees included in the classifications listed in this Section and under the conditions specifically provided for in this Section.

4.3 UNION SCOPE. The parties shall, by mutual agreement, determine all questions which may arise regarding the inclusion or exclusion of employees and jobs from this Agreement and any differences which may result shall be resolved through the grievance and arbitration machinery set up in this Agreement.

4.4 CLASSIFICATION CHANGES It is agreed that any changes to be made in the classifications set forth in this Section or the removal of or addition to any of these classifications shall be made only by mutual agreement between the parties.

4.5 PROGRESSION RATES

A.1. All employees hired by the Authority, transferring into, or otherwise entering the classification of "B" Electrician Apprentice after July 25, 1975, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate of "B" Electricians during the first forty-eight (48) months of employment in the bargaining unit:

First	6 months	65% of the actual paid rate of a "B" Electrician
Second	6 months	68% of the actual paid rate of a "B" Electrician
Third	6 months	70% of the actual paid rate of a "B" Electrician
Fourth	6 months	75% of the actual paid rate of a "B" Electrician
Fifth	6 months	80% of the actual paid rate of a "B" Electrician
Sixth	6 months	85% of the actual paid rate of a "B" Electrician
Seventh	6 months	90% of the actual paid rate of a "B" Electrician
Eighth	6 months	95% of the actual paid rate of a "B" Electrician
Thereafter		100% of the actual paid rate of a "B" Electrician

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification after July 25, 1975.

A.2. 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 "B" Electrician during the first forty-eight (48) months of employment in the bargaining unit.

First	12 months	65% of the "B" Electrician rate
Next	12 months	70% of the "B" Electrician rate
Next	12 months	80% of the "B" Electrician rate
Next	12 months	85% of the "B" Electrician rate
Thereafter		100% of the "B" Electrician rate

B.1. All employees hired by the Authority, transferring into, or otherwise entering the job classification of "Communication Technician" after July 25, 1975, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for classification or classifications in which employed during the first forty-eight (48) months of employment in the bargaining unit:

First	18 months	75% of the actual paid rate for classification
Second	18 months	85% of the actual paid rate for classification
Next	18 months	90% of the actual paid rate for classification
Thereafter		100% of the actual paid rate for classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification after July 25, 1975.

B.2. All employees hired by the Authority, transferring into or otherwise entering the job classification of "Communication Technician" on or after September 26, 1990, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for classification or classifications in which employed during the first forty-eight (48) months of employment in the bargaining unit:

First	18 months	70% of the actual paid rate of the classification
Second	18 months	80% of the actual paid rate of the classification

Next	12 months	85% of the actual paid rate of the classification
Thereafter		100% of the actual paid rate of the classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification after July 25, 1975.

For all purposes, these employees shall be considered to be hourly rated employees and overtime premium shall remain computed at time and one-half the straight time hourly rate.

C.1. All employees hired by the Authority, transferring into, or otherwise entering the job classification of "Escalator Serviceman" from July 25, 1975 through October 29, 1978, shall be paid the following percentage of the straight time hourly pay rate established by Section 2 of this Article:

First	6 months	80% of the established rate
Second	6 months	85% of the established rate
Third	6 months	90% of the established rate
Fourth	6 months	95% of the established rate
Thereafter		100% of the established rate

This progression schedule will replace and supersede any existing progression schedules applicable to all employees hired by the Authority, transferring into, or otherwise entering the job classification of Escalator Serviceman from July 25, 1975 through October 29, 1978.

C.2. All employees hired by the Authority transferring into, or otherwise entering the job classification of Escalator Serviceman on or after October 30, 1978, will be paid the following percentage of the straight time hourly pay rate established by Section 2 of this Article:

First	12 months	85.0% of the established rate
Second	12 months	90.0% of the established rate
Fifth	6 months	92.5% of the established rate
Sixth	6 months	95.0% of the established rate
Thereafter		100.0% of the established rate

This progression schedule will replace and supersede any existing progression schedules applicable to all employees hired by the Authority, transferring into, or otherwise entering the job classification of Escalator Serviceman on or after October 30, 1978.

C.3. All employees hired by the Authority transferring into, or otherwise entering the job classification of Escalator Serviceman on or after September 26, 1990, shall be paid the following percentage of the straight time hourly pay rate established by Section 2 of this Article:

First	12 months	80.0% of the established rate
Second	12 months	85.0% of the established rate
Third	6 months	90.0% of the established rate

Fourth	6 months	92.5% of the established rate
Thereafter		100.0% of the established rate

This progression schedule will replace and supersede any existing progression schedules applicable to all employees hired by the Authority, transferring into, or otherwise entering the job classification of Escalator Serviceman on or after October 30, 1978.

D.1. All employees hired by the Authority, transferring into, or otherwise entering the job classification of Substation Attendant, on or after July 25, 1975, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for the classification or classifications in which employed during the first twenty-four (24) months of employment in the bargaining unit:

First	6 months	80% of the actual paid rate for the classification
Second	6 months	85% of the actual paid rate for the classification
Third	6 months	90% of the actual paid rate for the classification
Fourth	6 months	95% of the actual paid rate for the classification
Thereafter		100% of the actual paid rate for the classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification on or after July 25, 1975.

D.2. All employees hired by the Authority transferring into, or otherwise entering the job classification of Substation Attendant on or after July 15, 1975, shall progress to eighty-five percent (85%) of the Journeyman rate.

D.3. All employees hired by the Authority, transferring into, or otherwise entering the job classification of Substation Attendant, on or after September 26, 1990, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate of the classification or classifications in which employed during the first twenty-four (24) months of employment in the bargaining unit:

First	six months	75% of the Thereafter rate
Second	six months	80% of the Thereafter rate
Third	six months	85% of the Thereafter rate
Fourth	six months	90% of the Thereafter rate
Thereafter		100% of the actual paid rate of the classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification on or after July 25, 1975.

E.1. Effective December 14, 1980, the following job classifications are abolished:

Engineering Assistant I
Engineering Assistant II
Engineering Assistant III
Senior Engineering Assistant

E.2. Effective December 14, 1980, the job classification of Engineering Assistant is established with a wage rate progression as follows:

First	Year	80% of the actual rate of the classification
Second	Year	85% of the actual rate of the classification
Third	Year	90% of the actual rate of the classification
Fourth	Year	95% of the actual rate of the classification
Thereafter		100% of the actual rate of the classification

E.3. This progression schedule will replace and supersede the progression schedule currently in effect for the job classifications listed in Paragraph E.(1) above.

E.4. All employees hired by the Authority, transferring into, or otherwise entering the job classification of Engineering Assistant, on or after September 26, 1990, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for the classification or classifications in which employed during the first forty-eight (48) months of employment in the bargaining unit.

First	12 months	75% of the actual rate of the classification
Next	12 months	80% of the actual rate of the classification
Next	12 months	85% of the actual rate of the classification
Next	12 months	90% of the actual rate of the classification
Thereafter		100% of the actual rate of the classification

4.6 "A" ELECTRICIAN RATE. The straight time hourly rate of "A" Electricians shall be the same as that established by the Agreement between the Electrical Contractors Association of the City of Chicago and Local Union 134.

4.7 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. The number of temporary employees will not exceed five percent (5%) of the number of full-time employees.

H. The Authority will be permitted to hire temporary employees in the classifications of "B" Electrician and Substation Attendant.

I. Temporary employees will not be utilized in the following areas:

Communication Equipment Maintenance
Escalator Maintenance
General Office Classifications
Substation Maintenance
Turnstile Maintenance

J. Temporary employees will normally be scheduled to work only on maintenance or "B" work and not on construction or "A" work.

K. Temporary employees may not work more than 40 hours per week, Monday through Friday.

L. The Authority will be permitted to utilize temporary employees for a period of up to a maximum of three (3) months, at which time the situation will be reviewed between the Authority and the Union as to whether the temporary employee will be permitted to continue as a temporary employee. A temporary employee who works more than three (3) consecutive months will be considered to be a full-time employee with all rights and benefits accruing thereto.

M. 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, other than Journeymen, 173.3 hours worked shall be credited as one month.

N. 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.

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

P. 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 acknowledgement, by the temporary employee, of the above facts, will be sent to the Union involved, for its files.

Q. Temporary employees may be allowed first preference in bidding on permanent vacancies in the positions covered by this Agreement, provided, however, that the contractual provisions with respect to apprentices and "helper" classifications will remain unchanged.

R. 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.

4.8 OVERTIME. Overtime pay for all salaried employees in this unit, who are paid on a biweekly basis, shall be computed by multiplying the employee's monthly rate by twelve (12) and dividing the result by 52 x 40 and then multiplying the result by the applicable overtime rate.

All foremen will be paid time and one-half (1 ½) the straight time hourly rate for all time worked in excess of eight (8) hours per day, Monday through Friday, inclusive. Time and one-half (1 ½) the straight time hourly rate will also be paid for all time worked on Saturdays, Sundays and the holidays specified in the Agreement.

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.

Overtime shall be distributed as equally as practical among the employees who generally work on the class of overtime work being performed.

Employees shall have the privilege of passing up overtime, except in cases of emergency, in favor of the employee next up for overtime work. Any employee passing up overtime work shall have this time charged up to him. In cases of emergency, such as snowstorms, wrecks or unusual interruptions of service where overtime work is made necessary, allotment of this overtime may be made to the first available employee.

Scheduled overtime will be announced no later than Thursday noon of each week.

The Authority will provide a current overtime list to the union stewards.

4.9 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.

4.10 MILEAGE ALLOWANCE. An employee authorized to use his car for conducting business of the Authority shall receive the Internal Revenue Service standard business mileage rate.

An employee authorized to use his car 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.

4.11 FUNERAL ALLOWANCE. 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.

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 vacations, 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.

4.12 JURY DUTY. An employee must present the Notice of Jury Service to his immediate supervisor prior to the date of appearing for jury duty. 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 duty 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 fourteen (14) working days, the compensation provided by the Authority shall be deducted from his next regular pay check. Any 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.

4.13 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.

4.14 EMERGENCY WORK. If an hourly rated employee is called out to perform emergency work during the period extending from the time he leaves the property on his previous assignment until the time he arrives on the property to perform his next regular assignment, the starting time for such emergency work shall be from the time the employee is called and overtime shall be continuous, except for lunch time, until the employee is released. The rate of pay for this work shall be the employee's normal premium pay rate with a minimum of three (3) hours at the employee's normal premium rate.

4.15 TOOL REPLACEMENT. 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 therefore within thirty days of the date the employee submits a complete and accurate proof of loss.

4.16 OTHER SCHEDULES.

A. 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.

B. Effective January 1, 2012, upon thirty (30) days written notice given to the Union and any affected Employees, all employees may be required at the option of the Authority to work an eight (8) hour shift at straight time with start times beginning during a 1530-2330

window period ("evening shift"), or beginning during a 2330--0700 window period ("night shift"). The Union and the affected employees also shall receive thirty (30) days written notice as to when the employees are to return to their former shift. It is understood that if this thirty (30) day notice is provided to the Union and the employees in the work unit, no additional notice is required to be given to any employee who thereafter may be assigned temporarily to that shift for five (5) or more consecutive days to fill in for an employee due to his absence. Employees whose shift starts during the 1530--2330 evening window period will receive a ten (10%) percent shift differential for all hours worked during such times. Employees whose shift starts during the 2330--0700 night window period will receive a fifteen (15%) percent shift differential for all hours worked during such times. An employee whose shift starts during the 1530—2330 evening window period, and ends during the 2330—0700 night window period will receive the shift differential corresponding to the window period during which the majority of his or her hours are worked. In the event that a shift contains equal numbers of hours applicable to both window periods, the higher shift differential shall apply to all hours worked in that schedule. Additionally, an employee whose shift starts prior to the evening shift window period, or whose shift starts during the night shift period and extends into the day shift, shall receive the appropriate shift differential for all hours worked on that shift if at least 50% of the employee's shift is worked during the evening or night window period as the case may be. Notwithstanding the foregoing, it is understood that existing shifts which start between 0500 and 1000 shall be considered as regular "day shifts" and employees working such shifts shall not be entitled to receive a shift differential. The schedule will be consistent over five (5) workdays with two (2) consecutive days off (the midnight shift working Sunday through Thursday and the afternoon shift Monday through Friday). Where applicable, employees on existing schedules which provide for Saturday and Sunday day, evening and night shift coverage at straight time rates of pay shall receive a 10% shift differential for work performed on the Saturday and Sunday day and evening shift, and a 15% shift differential for night shift work.

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

4.17 ESCALATOR SERVICEMEN.

In the event that the CTA shall assign the work currently performed by Elevator Constructors (who are now employed by outside contractors) to Elevator Servicemen, it shall pay Elevator Servicemen at the prevailing rate then applicable for Elevator Constructors, according to the formula set forth in Article IV, Section 4.1 C of the Agreement. Nothing herein shall require the CTA to either cease using Elevator Constructors, or to assign such work to Elevator Servicemen.

The Employer shall have available for use by the bargaining unit members a reasonable amount of the reference materials necessary to study for the State of Illinois licensing exam.

4.18 Testing Engineer Progression Progression is only applicable to the positions of Testing Engineer II, III and IV. Promotions into these positions will only be made when vacancies are available and at the Authority's discretion.

A. Time Requirement. Employees will be eligible to test for a progression to the next level after completing the following time requirement.

1. Testing Engineer II -- Two Years' Service as a Testing Engineer I
2. Testing Engineer III -- Two Years' Service as a Testing Engineer II
3. Testing Engineer IV – Three Years' Service as a Testing Engineer III

B. Candidate List- Work Record Review. A 12-month rolling record review will be conducted for any eligible party. The following criteria will be used regarding record review:

- No Suspensions
- No AWOLs
- No Corrective Case Interviews
- No Final Written Warnings
- No Safety Violations (24 months)
- No Chargeable complaints
- No Chargeable Injuries On Duty
- No Chargeable Accidents
- No more than 2 instances of absence (i.e., unexcused absence, sick book entry, injury off duty)
- No more than 2 instances of Other Time Off
- No more than 2 misses/tardy
- No more than 2 non-safety related violations (i.e., behavioral, procedural or performance)

Any employee failing to pass the record review will not be reconsidered to test for progression to the next level until a full 12 month period has elapsed. At which time, a 12 month rolling record review will be conducted again for that eligible party.

C. Testing. Once a candidate has met the time requirement and passed the record review, they will be eligible to test for the position. The test will be developed by

management and will be specific for each position. It will be altered each time it is given and will reflect the duties and responsibilities that a candidate will be expected to be capable of handling if promoted. These tests may consist of practical, written and oral questions.

ARTICLE V – CLASSIFICATIONS, WAGE RATES AND WORK RULES - FORMER 713

This Article V is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (713).

5.1 WAGE RATES.

A. 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. The Wage Rate Schedules for all employees covered by this Agreement for the period commencing January 1, 2007, are attached hereto as Attachment D and are incorporated by reference herein.

5.2 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 "J 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 Electrical Worker during the first forty-eight (48) months of employment in the bargaining unit.

First 12 months	65% of the Electrical Worker rate
Next 12 months	70% of the Electrical Worker rate
Next 12 months	80% of the Electrical Worker rate

Next 12 months	85% of the Electrical Worker rate
Thereafter	100% of the Electrical Worker rate

5.3 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. The number of temporary employees working will not exceed 10% of the number of full-time employees; however, the Authority will be permitted to employ a minimum of two (2) employees, regardless of the size of the Union.

E. 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.

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

G. Temporary employees will not accrue seniority.

H. Temporary employees may not work more than 40 hours per week, Monday through Friday.

I. The Authority will be permitted to utilize temporary employees for a period of up to a maximum of three (3) 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 three (3) consecutive months will be considered to be full-time employees with all rights and benefits accruing thereto.

J. 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.

K. 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.

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

M. 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 acknowledgement, by the temporary employee, of the above facts, will be sent to the Union for its files.

N. 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.

O. 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.

5.4 APPRENTICESHIPS. An Electrical Worker Apprentice, upon completion of the four (4) year apprenticeship course, shall be advanced to Electrical Worker at the applicable wage rate. 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."

It is understood that an apprentice shall work alone on any type of work in the Electrical Department of the shops providing the foreman or management decides he is qualified to perform the particular type of work.

A provision concerning Apprentices for the period beginning May 24, 1988 is attached hereto as Attachment E and is incorporated by reference herein.

5.5 HOURS OF WORK.

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

B. System Maintenance Department For all other employees, the hours of the regular work day shall be from 0700 hours to 1530 hours with one-half (1/2) hour for an unpaid lunch and the regular work week shall be from Monday through Friday, inclusive. Time and one half (1 ½) shall be paid for all time worked outside the regular hours of the work day or work week by employees assigned to the Bus and Rail Systems Maintenance Department. Double time shall be paid for emergency work, work done on Sunday and on the day 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.

C. 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.

D. Other Schedules

1. 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. .

2. Effective January 1, 2011 2012, upon thirty (30) days written notice given to the Union and any affected Employees, all employees may be required at the option of the Authority to work an eight (8) hour shift at straight time with start times beginning during a 1530--2330 window period ("evening shift"), or beginning during a 2330--0700 window period ("night shift"). The Union and the affected employees also shall receive thirty (30) days written notice as to when the employees are to return to their former shift. It is understood that if this

thirty (30) day notice is provided to the Union and the employees in the work unit, no additional notice is required to be given to any employee who thereafter may be assigned temporarily to that shift for five (5) or more consecutive days to fill in for an employee due to his absence. Employees whose shift starts during the 1530--2330 evening window period will receive a ten (10%) percent shift differential for all hours worked during such times. Employees whose shift starts during the 2330--0700 night window period will receive a fifteen (15%) percent shift differential for all hours worked during such times. An employee whose shift starts during the 1530—2330 evening window period, and ends during the 2330—0700 night window period will receive the shift differential corresponding to the window period during which the majority of his or her hours are worked. In the event that a shift contains equal numbers of hours applicable to both window periods, the higher shift differential shall apply to all hours worked in that schedule. Additionally, an employee whose shift starts prior to the evening shift window period, or whose shift starts during the night shift period and extends into the day shift, shall receive the appropriate shift differential for all hours worked on that shift if at least 50% of the employee's shift is worked during the evening or night window period as the case may be. Notwithstanding the foregoing, it is understood that existing shifts which start between 0500 and 1000 shall be considered as regular "day shifts" and employees working such shifts shall not be entitled to receive a shift differential. The schedule will be consistent over five (5) workdays with two (2) consecutive days off (the midnight shift working Sunday through Thursday and the afternoon shift Monday through Friday). Where applicable, employees on existing schedules which provide for Saturday and Sunday day, evening and night shift coverage at straight time rates of pay shall receive a 10% shift differential for work performed on the Saturday and Sunday day and evening shift, and a 15% shift differential for night shift work.

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

5.6 OVERTIME 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/she shall be charged, for overtime record purposes, the time worked by other employees to complete the overtime assignment.

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.

Overtime pay for all salaried employees in this unit, who are paid on a biweekly basis, shall be computed by multiplying the monthly rate by twelve (12) and dividing the result by 52 x 40 and then multiplying the result by the applicable overtime rate.

Scheduled overtime will be announced no later than Thursday noon of each week. The Authority will provide a current overtime list to the union stewards.

The Authority will provide a current overtime list to the Union Stewards.

5.7 EMERGENCY WORK. If an hourly rated employee is called out to perform emergency work during the period extending from the time he leaves the property on his previous assignment until the time he arrives on the property to perform his next regular assignment, the starting time for such emergency work shall be from the time the employee is called, and overtime shall be continuous, except for lunch time, until the employee is released. The rate of pay for this work shall be the employee's normal premium pay rate with a minimum of three (3) hours at the employee's normal premium rate.

5.8 INSTRUCTION PREMIUM. Craft Journeymen and Journeyman Leaders will be paid \$2.00 while conducting formal class instruction for craft apprentices or other craft classified personnel in the shops 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.

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

5.10 ACTING SUPERVISOR AND ACTING FOREMAN.

A. Electrical Worker Foremen and Acting 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 Electrical Worker Foreman. The assignment of a foreman to the classification of Acting Supervisor shall be determined by the Authority.

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

5.11 WASH AND DRESS PERIOD Employees working in the shops 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.

5.12 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.

5.13 TOOL REPLACEMENT. The Authority shall be responsible for replacing an employee's personal tools, which are 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 therefore within thirty (30) days of the date the employee submits a complete and accurate proof of loss.

5.14 FUNERAL ALLOWANCE. 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 a death in the immediate family of the employee, consisting of father, mother, spouse or child.

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 vacations, 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.

5.15 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 day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within fourteen (14) working days, the compensation provided by the Authority shall be deducted from his next regular paycheck. Any overpayment of compensation paid by the Authority resulting from days excused from jury service will be deducted from the employee's regular paycheck. No employee will perform work on a day when he has reported for jury duty, except in case 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.

5.16 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.

5.17 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 sixty (60) days, upon application by the employee and approval by 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.

5.18 SENIORITY. Employees covered by this Agreement shall acquire their seniority from the date of employment in the work covered by this Agreement considered in conjunction with the date of their initiation in the Union. CTA will provide at a minimum an annual work location pick. Any picks beyond that shall be done at the discretion of the Authority.

5.19 ELECTRICAL MAINTENANCE MAN. Classification of work for Electrical Maintenance Man consists of inspection of all electrical apparatus in the South Shops of the Bus System and Skokie Shops of the Rail System, locating trouble and repairing same on location.

5.20 ARMATURE WINDER. Classification of work for Class "A" Armature Winder, who for wage rate purposes, is hereby classified as Electrical Worker, consists of armature winding and connecting, repairing armatures, building and repairing all commutators and circuit breakers and building and repairing of heaters and rheostats. Yard Crane Operators shall be considered and for wage purposes are hereby classified as Electrical Workers.

5.21 WIREMAN. Classification of work for Class "A" Wireman, who for wage rate purposes, is hereby classified as CLASS "A" WORKER, consists of complete wiring, or rewiring of cars and buses and repairing all electrical equipment in connection with cars and buses.

5.22 CONTROLLER MAN Classification for work for Class "A" Controller Man, who for wage rate purposes is hereby classified as CLASS "A" WORKER, consists of repairing all types of controllers and controller cylinders.

5.23 SAFETY ISSUES. The Authority will set up a procedure whereby Union stewards have regular, on-going access to appropriate representatives of the Authority to discuss

safety issues. CTA agrees to follow all established federal and state safety guidelines applicable to bucket van and aerial lift work.

5.24 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.

The ten (10) most senior eligible candidates for promotion to the position of Foreman or General Foreman shall sit for an objective promotional test administered by the Chicago Transit Authority, provided that they pass the work record review. The individual with the highest score shall be promoted to the position of Foreman and/or General Foreman. If there is a tied score, seniority shall be determinative.

5.25 RETURN TO FORMER CLASSIFICATION. The Authority has the right to return a bargaining unit employee to his/her former position within thirty (30) days after the employee has moved to a new position. Similarly, an employee in the unit who has moved to a new position may elect to return to his/her former position within thirty (30) days after the move. An employee exercising this right will not be allowed to bid again for the same position within one year after returning to his/her former position.

5.26 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 VI – SENIORITY AND WORKING RULES – FIELD AND GENERAL OFFICE

This Article VI is applicable to those employees in job descriptions listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (Field) and Electrical, Local 134 (General Office).

6.1 SENIORITY. The seniority of each employee, which shall entitle such employee to his preference provided for in this agreement, shall accrue and be determined according to the length of employment in the CTA System Maintenance Division in the department and the groups comprising the bargaining unit covered by this agreement, as defined in Section 6.11; provided however, the foregoing shall not alter or affect seniority rights concerning any vacation, sick leave, annuities or other benefits and privileges to which the employee may be entitled, based upon overall length of service with the Authority.

Employees shall be regarded as temporary employees until they have established seniority; employees may acquire seniority by working three (3) months on the types of work covered by this agreement within a period of six (6) months, in which event the employees will be automatically credited with three (3) months' seniority and become regular employees.

CTA will provide at a minimum an annual work location pick. Any picks beyond that shall be done at the discretion of the Authority.

6.2 LAYOFF AND RECALL. Layoffs of employees because of lack of work and rehiring shall be made as follows:

(a) Employees who have not established seniority on the types of work covered hereunder, shall be laid off first.

(b) Thereafter, employees shall be laid off in the inverse order of such established seniority.

(c) The foregoing provisions of Article VI Section 2.(a) and (b) need not apply if the application thereof would require the Authority to lay off an employee or employees possessed of essential skills necessary to perform properly the work available at the time of layoff, not possessed by an employee or employees with greater seniority.

(d) When adding to the forces, those having established seniority most recently laid off on account of curtailment of work, shall be the first to be reemployed, if available and physically able to return to work and if they possess the qualifications required to have heretofore satisfactorily performed the work available.

(e) Should an employee, who has established seniority with the Authority at the time of being laid off, desire a record of his physical qualifications, the employee shall be entitled to the type of physical examination as was received by him when first employed by the Authority.

6.3 BREAKING SENIORITY. Seniority shall be deemed to have been broken for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged and not reinstated.
- (c) If the employee is absent for three (3) working days, unless a satisfactory reason is given for his absence.
- (d) If the employee who has been laid off fails to return to work within three (3) days after being properly notified at the employee's last known address to report for work and does not give satisfactory reason for failing to report.
- (e) If the employee is laid off for 24 consecutive months; however, if the employee's seniority exceeds 24 months, the employee shall not lose his seniority unless he is laid off for a continuous period equal to the bargaining unit seniority he had acquired at the time of such layoff. However, in cases where employees with five (5) or more years' seniority are laid off in excess of five (5) continuous years, the seniority of such employees shall terminate.

6.4 PROMOTIONS. Promotions, including promotions to the position of General Foreman, shall be based upon seniority, ability and qualifications; ability and qualifications being sufficient, seniority shall prevail. Should a senior employee decline a promotion, it shall not have the effect of preventing consideration of the employee for future promotions.

Employees who are promoted to jobs related to but not specifically included in the bargaining units covered by this agreement, shall continue to accumulate seniority in the groups from which they have been promoted as long as they remain members of Local Union 134 in good standing.

6.5 LEAVE OF ABSENCE. Employees who have established seniority with the Authority, may be granted 60 days leave of absence for other than sickness, injury or recuperation therefrom, with the written approval of the Authority. Provided they can be spared from duty with the Authority, such leave may be increased to six (6) months with the written approval of the President of the Authority or someone delegated for this purpose by him, and while on such leave, an employee shall not be deemed to have forfeited any seniority he may have heretofore established. Employees remaining away for more than the leave granted, or accepting employment elsewhere while on such leave without the sanction of the Authority shall be deemed to have forfeited their seniority.

- (a) All time out of service due to leave of absence in excess of thirty (30) days in a contract year, shall be deducted in determining the employee's seniority or years of service and automatic wage advances shall be suspended during such excessive leave of absence.

(b) Notwithstanding any of the other terms hereof, an employee who has been laid off shall be deemed to have lost all accumulated seniority and all rights to be reemployed, unless the employee registers in person or by registered mail with the Authority at least once each year within ten (10) days prior to or following January 1st of the year under consideration.

(c) 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.

6.6 REEMPLOYMENT OF FURLoughED EMPLOYEES WHO HAVE BEEN IN THE UNITED STATES MILITARY SERVICE OR FURLoughED INJURED EMPLOYEES.

Any regular employee covered by this agreement, who is called to, or being subject to draft, enlists in a period of War Emergency, in any branch of the Armed Services or Merchant Marine, shall continue to accumulate seniority with the Authority during such absence. Upon honorable discharge and return to work, the regular rules of seniority shall prevail for employees below that employee on the seniority list and providing the employee applies for reinstatement within three (3) months after being eligible for discharge. This shall be subject to the governmental rulings controlling such military service and rights.

(a) Any regular employee covered by this Agreement who receives a compensable injury while on duty shall continue to accumulate seniority and upon recovery shall be reinstated to his former position with full seniority, providing the employee made application for such reinstatement within three (3) months of such recovery and is physically qualified to perform the work.

(b) In the event a special job is created for a partially disabled employee, including partially disabled furloughed employees desiring to return to work, who have been honorably discharged from the United States Military Service, it may be mutually agreed between the Authority and Local Union 134 to suspend or alter the seniority provisions of this Agreement with respect to such employee or employees.

6.7 SUBSTATION PERSONNEL. Incumbents in substation operating classifications, as of December 1, 1967, and who remain in these classifications, shall retain their present sick pay fringe benefits.

Employees entering the substation district after December 1, 1967 will not participate in the sick leave plan provided to incumbent substation personnel prior to December 1, 1967. However, they will be eligible to receive benefits of the 7-Day Sick Pay provision and the twenty-six (26) weeks Accident and Sickness Provision.

Attending shifts in any substation for which the overtime rate of pay is applicable and necessary shall be distributed among the Attendants regularly assigned to that substation insofar as is possible with due regard to the proper and safe operation of the substation.

6.8 SAFETY ISSUES. The Authority will set up a procedure whereby Union stewards have regular, on-going access to appropriate representatives of the Authority to discuss

safety issues. CTA agrees to follow all established federal and state safety guidelines applicable to bucket van and aerial lift work.

6.9 CONTAMINATED CLOTHING. The Authority will reimburse an employee for, or replace, clothing contaminated by PCB's, under procedures to be developed within 60 days of ratification of this Agreement; provided, however, that the employee must have followed all applicable Authority safety procedures.

6.10 EMERGENCY NOTICE. A procedure will be set up to ensure that employees receive prompt notice of family emergencies.

6.11 FACILITIES INTERDEPARTMENTAL TRANSFERS. Employees represented by Local 134, IBEW, in the CTA's System Maintenance Division will be allowed to express an interest in writing to transfer from one group to another within the Division. If an opening is to be filled in any one of the groups listed below, employees who have expressed interest in transferring will be allowed the opportunity to transfer in group seniority order to said group within the Division before the position is filled by an employee transferring from another department or by posting or by outside hire; provided:

1. The employee is a journeyman.
2. The employee passes applicable tests.
3. The transfer is in accordance with the Authority's Affirmative Action Goals.

For the purposes of the above, "groups" are defined as follows:

System Maintenance

1. Power and Way Maintenance
 - a. Substation Maintenance
2. System Maintenance Support
 - a. Communication Technicians
 - b. Testing Engineers
3. Facility Maintenance
 - a. Maintenance Construction
 - b. Building and Grounds
 - c. Escalators
 - d. Light Maintenance

Before an opening in said group is filled, all employees who have shown an interest in transferring into another group will be allowed to take any necessary tests and must pass such

necessary tests for transfer. The employee, after transferring, will go to the bottom of the seniority list within that group, which will affect:

1. Promotions to General Foreman, Relief Foreman, Foreman and Acting Foreman - all promotions within the bargaining unit.
2. Picking of vacations.
3. Overtime.

In the case of a company initiated transfer, all transferring employees shall maintain their original group seniority. Employees who transferred under the auspices of the contract prior to March 29, 1995, will maintain their "B" Electrical Seniority regardless of the area in which it was initiated. (This does not include former 713 employees).

6.12 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.

6.13 RETURN TO FORMER CLASSIFICATION. The Authority has the right to return a bargaining unit employee to his/her former position within thirty (30) days after the employee has moved to a new position. Similarly, an employee in the unit who has moved to a new position may elect to return to his/her former position within thirty (30) days after the move. An employee exercising this right will not be allowed to bid again for the same position within one year after returning to his/her former position.

6.14 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 VII - HOURS AND OVERTIME RATES - FIELD AND GENERAL OFFICE

This Article VII is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical 134 (Field) and Electrical 134 (General Office).

7.1 HOURS OF WORK – SUBSTATION ATTENDANTS. Eight consecutive hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a regular day's or night's work and five (5) consecutive days, as nearly as is practicable, shall constitute a regular work week for all Substation Attendants.

Time and one-half (1 ½) the straight time hourly rate shall be paid to substation personnel for all time worked in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift, except that when changeover is made, only straight time shall be paid for the second eight (8) hours. Time and one-half (1 ½) the straight time hourly rate shall be paid for all time worked in excess of forty (40) hours in any calendar week, less all time for which daily overtime has been earned. Time and one-half (1 ½) the straight time hourly rate plus eight (8) hours' holiday pay shall also be paid to substation personnel for all time worked on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day, Christmas Day and the day observed for the employee's Anniversary of Birth, or the days celebrated for such holidays.

7.2 HOURS OF WORK – MAINTENANCE ELECTRICIANS. The hours of work and regular work day in the case of Maintenance Electricians, except those assigned to the electrical maintenance vans, and their respective foremen shall be eight (8) hours from 7:00 A.M. to 3:30 P.M., with one-half (1/2) hour intermission for lunch, and the regular work week shall be Monday through Friday, inclusive.

Maintenance Electricians, except those assigned to the electrical maintenance vans, shall be paid time and one-half (1 ½) their straight time hourly rate for all time worked outside the hours of the regular work day on Monday through Saturday inclusive and double time on Sundays.

7.3 HOURS OF WORK - VAN ELECTRICIANS. Eight (8) consecutive hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a regular day's or night's work, and five (5) consecutive days, as nearly as is practicable, shall constitute a regular work week for Maintenance Electricians assigned to the electrical maintenance vans.

Maintenance Electricians assigned to the electrical maintenance vans shall be paid time and one-half (1 ½) their straight time hourly rate for all time worked in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift and for all time worked in excess of forty (40) hours in any calendar week less all time for which daily overtime has been earned.

Maintenance Electricians assigned to the electrical maintenance vans shall be paid time and one-half (1 ½) their straight time hourly rate for the first eight (8) hours of work on a regularly scheduled Sunday or holiday shift plus eight (8) hours holiday pay if such regularly scheduled work falls on a holiday or the day celebrated for such holiday covered by this Agreement.

7.4 HOLIDAY PAY. Maintenance Electricians, except those assigned to the electrical maintenance vans, who work on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day, Christmas Day and the day observed for the employee's Anniversary of Birth or the days celebrated for such holidays, shall receive double their straight time hourly rate for all time worked plus eight (8) hours' holiday pay.

7.5 OTHER SCHEDULES.

A. 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

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

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

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

ARTICLE VIII - HOLIDAYS - FIELD AND GENERAL OFFICE

This Article VIII is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical 134 (Field) and Electrical 134 (General Office).

8.1 PAID HOLIDAYS. For all employees covered by this Agreement, New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day, Christmas Day or the days celebrated for such holidays, will be paid holidays. Employees who do not work on such holidays will receive eight (8) hours pay, 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 scheduled work day preceding and the scheduled work day following such holidays.

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.

Employees in General Office Classifications covered by this Agreement are not eligible for the holiday provisions covering either Good Friday or the scheduled work day preceding Christmas Day. They shall, however, be granted their anniversary of employment date as a holiday.

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

8.3 MARTIN LUTHER KING, JR. HOLIDAY. Employees who have more than one (1) 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.

8.4 VETERANS DAY HOLIDAY. Employees who have more than one (1) 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.

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

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

Any matters that arise concerning the rules and procedures established by the Authority under which the personal leave day will operate will be mutually resolved by representatives of the Authority and the Business Manager of Local 134.

8.6 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 benefits 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 wages paid under the Seven Day Sick Plan, Accident and Sickness or Worker's Compensation benefits.

8.7 SDO – HOLIDAY CONFLICT. When an employee's scheduled day off falls on one of the paid holidays covered by this Agreement, except Easter Sunday, or the days celebrated for said holidays, he will receive in lieu of the holiday pay a subsequent day off with eight (8) hours pay at his classified rate at a future time mutually satisfactory to the Authority and the employee within sixty (60) days of the day celebrated for such holiday, except as

provided elsewhere in this Agreement, relating to the day celebrated for the employee's anniversary of birth and Easter Sunday. The subsequent holiday pay shall not be used in any computation or determination of daily or weekly overtime.

Employees whose scheduled day off occurs on Easter Sunday will receive in lieu of holiday pay a subsequent day off with eight (8) hours pay at his classified rate. However, such employees must advise their supervisor of the date of this subsequent day off prior to Easter Sunday. The subsequent holiday pay shall not be used in any computation or determination of daily or weekly overtime.

8.8 VACATION PERIOD CONFLICT. When a holiday falls within a selected vacation period, the employee so affected must take the holiday the last scheduled working day before vacation or the first scheduled working day after vacation.

8.9 TEMPORARY ASSIGNMENTS. 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.

ARTICLE IX - HOLIDAYS - FORMER 713

This Article IX is applicable to those employees in job classifications listed on Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (713).

9.1 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 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.

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

9.3 MARTIN LUTHER KING, JR. HOLIDAY. Employees who have more than one (1) 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 that 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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 holiday pay.

ARTICLE X – VACATIONS

10.1 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.

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

10.3 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.

10.4 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.

10.5 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 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, in which the aggregate exceeds three years, he may still qualify for a three (3) weeks', four (4) weeks', five (5) weeks', six (6) weeks' or seven (7) weeks' vacation, provided his continuous service less any broken service, as above defined, in excess of three (3) years, equals or exceeds five (5) years, ten (10) years, twenty (20) years, thirty (30) years or thirty-nine (39) years as the case may be. (See also Section 10.8)

10.6 200 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.

10.7 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.

10.8 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

10.9 PRORATION FORMULA. Employees in the continuous service of the Authority as of June 1st of a VPY who have not worked at least 200 days during the preceding calendar

year, will receive a paid vacation pro-rated on the number of days actually worked during the preceding calendar year.

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

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

Divide by:	100	Days Worked
	<u>200</u>	Full Vacation Requirement
	.500	Vacation Multiplier
Multiply by:	30	Days Vacation Allowance for Employees w/30 years Service
	<u>.500</u>	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 40 to less than 80	0 1
146	80 to less than 120	2
219	120 to less than 160	3
292	160 to less than 200	4
365	200 Plus	5

10.10 ALLOWANCE 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 one (1), two (2), three (3), four (4), five (5), six (6) or seven (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.

10.11 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.

10.12 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.

10.13 RANDOM VACATION DAYS.

A. FIELD AND GENERAL OFFICE PERSONNEL. All employees covered by this Agreement who have earned and are eligible for a vacation allowance of two (2) or more weeks on June 1st of the VPY may, with the consent of their immediate supervisor, be granted five (5) random days for personal reasons during VPY. All such days off shall be deducted from one (1) week of the employee's vacation allowance. Such days shall be deducted from one (1) week of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select five (5) random days of vacation at the time he selects his regular vacation period.

Effective with the Vacation Plan Year commencing June 1, 1988, all employees who have earned and are eligible for a vacation allowance of three (3) or more weeks on June 1st of the Vacation Plan Year may, with the consent of their immediate supervisor, be granted ten (10) random days for personal reasons during a Vacation Plan Year. All such days off shall be deducted from two (2) weeks of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select ten (10) random days of vacation at the time he selects his regular vacation period.

B. FORMER LOCAL 713 EMPLOYEES. The following procedure will be utilized:

1. Those employee who are eligible for two (2) or more complete weeks may elect to pick one of those weeks on a random-day basis.

2. The Authority will establish quotas in accordance with manpower availability and past practice.

3. The option to select one week of vacation as random vacation days must be declared at the time of the regular vacation pick. Random days may be selected at a later time on a first-come, first-served basis provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.

4. Once selected, random days may not be changed without permission of the Authority.

5. All unused random vacation days of the previous vacation year must be selected by April 15th and used prior to May 31st.

6. Random days may not accumulate into the next VPY.

7. Random days not taken by the end of the VPY will be lost to the affected employee.

8. 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.

9. Effective with the Vacation Plan Year commencing June 1, 1988, all employees who have earned and are eligible for a vacation allowance of three (3) or more weeks on June 1st of the Vacation Plan Year may, with the consent of their immediate supervisor, be granted ten (10) random days for personal reasons during a Vacation Plan Year. All such days off shall be deducted from two (2) weeks of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select ten (10) random days of vacation at the time he selects his regular vacation period.

10.14 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.

10.15 EMERGENCY VACATIONS. 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.

ARTICLE XI – INSURANCE AND SICKNESS BENEFITS

11.1 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.

11.2 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.

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

The CTA agrees to allow payroll deductions for premiums of supplemental disability insurance purchased by employees from a single vendor selected by the Locals through a competitive bidding process. The Locals shall receive no compensation from the Vendor.

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

Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing 80% of full payment of the usual and customary cost of a semi-private hospital room; 80% of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); 80% of full payment for usual and customary cost of emergency hospital out-patient services incurred within 72 hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but not in excess of (a) 80% of usual and customary charges for one visit; (b) one (1) visit in any one (1) day; (c) 365 visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a) treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at 80% of usual and customary charges. In the event the employee or dependent fails to comply with the Utilization Review Program, the above coverage will be provided on a reduced basis equal to 80% of the otherwise reimbursable expense. (For example, if the plan pays 80% of usual and customary charges, the plan will pay 80% of 80% = 64% of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at 100% of usual and customary charges after the deductible, if such services are provided by a PPO network physician and at a PPO network hospital selected from a listing maintained by the Benefit Services Department. Subject to meeting the requirements of the Utilization Review Program described above, emergency comprehensive medical benefits will be paid at 100% of usual and customary charges after the deductible if provided by a PPO network hospital or if the emergency care results in a hospital admission, or at 80% of usual and customary charges if provided by a non-PPO network hospital or if the emergency care does not result in a hospital admission. Comprehensive major medical expense benefits provide up to a lifetime maximum of \$1,000,000.00 after a \$100.00 employee calendar year deductible. The \$200.00 family calendar year deductible may be satisfied by any family combination which in aggregate equals \$200.00 excluding costs incurred under the CTA Group Dental Plan. The percentage payable is 80% for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is 100% for out-patient hospital pre-admission testing and outpatient surgery provided by network physicians at network facilities. Second surgical opinions, well baby and neonatal care are paid at 100%. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is \$1,200.00 for employees and \$2,400.00 for

families. Inpatient and outpatient psychiatric benefits include treatment for mental and nervous conditions and alcohol and substance abuse; the lifetime maximum benefit is \$25,000.00. Inpatient psychiatric services are treated as any other condition and are subject to the use of network physicians and hospitals and the Utilization Review Program. Outpatient psychiatric services are paid at 80% of usual and customary charges to a maximum of 30 visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

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

PPO Plan Design

BC BS PPO Option 1 Plan

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

Option 2 Plan

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

Option 3 Plan

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

Opt Out Option

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

Effective after April 30, 2013:

Overview of PPO Plan Design Options

BC BS PPO

PPO Option 1 (100% Plan) Available through December 31, 2013	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013 This plan will be discontinued on 12/31/2013.	
Annual Deductible (Individual / Family)	\$250/\$500	\$500/\$1,000
Annual Out-of-Pocket Limit* (Individual/Family)	\$0	\$1,500/\$3,000
Plan Payment Level	100%	80%
Emergency Room Services (Waived if Admitted)		\$100 copay / visit
Office Visits (After Deductible)	100%	\$25 copay, then 80%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35	
Prescription Drugs – Mail Order (90-Day Supply)		2 X Retail Copayment
Lifetime Maximum		None
Monthly Employee Contributions (Individual/Family)		5/1/13: \$105/\$210

PPO Option 2 (90% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	\$350/\$700	\$1,000/\$2,000
Annual Out-of-Pocket Limit*	\$1,000/\$2,000	\$2,000/\$4,000

(Individual/Family)		
Plan Payment Level	90%	70%
Emergency Room Services (Waived If Admitted)		\$100 copay / visit
Office Visits (After Deductible)	90%	\$25 copay/visit, then 70%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35	
Prescription Drugs – Mail Order (90-Day Supply)		2 X Retail Copayment
Lifetime Maximum		None
Monthly Employee Contributions (Individual/Family)		5/1/13: \$78/\$158 1/1/14: \$95/\$180 1/1/15: \$105/\$195
PPO Option 3 (80% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	\$500/\$1,000	\$1,500/\$3,000
Annual Out-of-Pocket Limit* (Individual/Family)	\$2,500/\$5,000	\$3,000/\$6,000
Plan Payment Level	80%	60%
Emergency Room Services (Waived If Admitted)		\$100 copay / visit
Office Visits (After Deductible)	80%	\$25 copay/visit, then 60%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail	Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45	
Prescription Drugs – Mail Order (90-Day Supply)		2 X Retail Copayment
Lifetime Maximum		None
Monthly Employee Contributions (Individual/Family)		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. This provision is subject to litigation. The outcome of that litigation will be applicable herein.

11.4(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.

11.4(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.

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

11.4(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 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.

11.5(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.

11.5(B) CASH DEDUCTIBLE.

(1) The amount of the individual cash deductible is twenty-five dollars (\$25.00). The family cash deductible is fifty dollars (\$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.

11.5(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.

11.5(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.

11.5(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.

11.5(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.

- (1) 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.

11.5(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.

11.6 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.

11.7(A) HEALTH MAINTENANCE ORGANIZATIONS - (HMOs). Employees will be permitted to participate in HMOs approved by the Authority and the Union in accordance with the following provisions.

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

HMO Plan Designs

Unicare HMO

	In network	Out of network
Office Visit Copay	\$10	None
Emergency Room Copay	\$15	
Prescription Drug Copay		
Rx – Retail	\$3/\$5/\$15 copay (generic/formulary/non-formulary)	

Rx - Mail (90 day supply v. 30)
2003 Employee Contribution (S/F) per Mos.

Covered w/2x retail copay
\$21.50/\$55.68

HMO Illinois

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

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

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

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.

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.

11.7(B) EMPLOYEE PREMIUM DEDUCTIONS – HMOS. (Effective January 1, 2012 through December 31, 2013): 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.

11.8 DENTAL MAINTENANCE ORGANIZATIONS – (DMOs). If practical, employees will be permitted to participate in DMOs 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.

11.9 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.

11.10 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.

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

11.12 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.

11.13 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.

11.14 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.

11.15 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.

11.16 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM. participants, is attached hereto as Attachment H, and is incorporated by reference herein.

11.17 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.

11.18 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.

11.19 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 XII – 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 XIII – 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 XIV – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS

14.1 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.

14.2 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.

14.3 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 with fifteen (15) working days following the Meeting.

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

14.5 THE SELECTION OF THE ARBITRATOR . 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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, which is later.

ARTICLE XV – TERM OF AGREEMENT

15.1 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, 1, 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.

15.2 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. 813-46

ORDINANCE DATE: 4-19-13

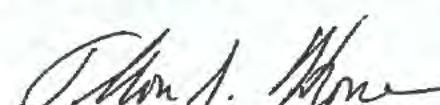

Terry Peterson
Chairman, Chicago Transit Board

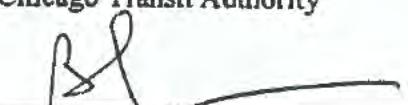
ATTEST:


Gregory P. Longhini
Secretary
Chicago Transit Board

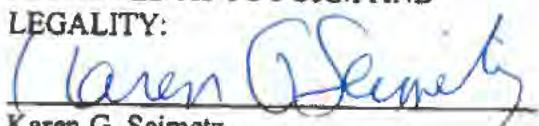
RECOMMENDED:


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


Thomas McKone
Chief Administrative Officer
Chicago Transit Authority


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

APPROVED AS TO FORM AND
LEGALITY:


Karen G. Seimetz
General Counsel
Chicago Transit Authority

LOCAL UNION NO. 134 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Business Representative

Business Manager

AUTHORIZED BY:

CHICAGO TRANSIT BOARD
ORDINANCE NO. _____
ORDINANCE DATE: _____

Terry Peterson
Chairman, Chicago Transit Board

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
Karen G. Seimetz
General Counsel
Chicago Transit Authority

LOCAL UNION NO. 134 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Robert B. Costello 2-20-2019

Business Representative

Daniel A. F. 2/20/19

Business Manager

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 3(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

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

Dear Mr. Brown:

Re: Affirmative Action

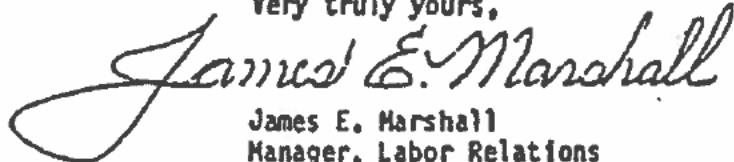
This letter is to confirm that, during the collective bargaining negotiations between the Authority and the Metal Trades Council concerning revisions and additions to the Wages and Working Conditions Agreements between the Authority and the Unions comprising the Council, the members of the Council agreed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

I. 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.I.b, IV.B.I.c., and IV.B.I.g.i, and IV.B.I.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.I.b, IV.B.I.c., IV.B.I.g.i, and IV.B.I.g.iv has been met.
- With respect to Section IV.B.I.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'S =	UNCOOPERATIVE	<input type="checkbox"/>	QUESTIONABLE	<input type="checkbox"/>	COOPERATIVE	<input type="checkbox"/>
	EYES =	BLOODSHOT	<input type="checkbox"/>	QUESTIONABLE	<input type="checkbox"/>	CLEAR	<input type="checkbox"/>
	BODY ODOR =	STRONG	<input type="checkbox"/>	WEAK	<input type="checkbox"/>	NONE	<input type="checkbox"/>
QUESTIONS TO EMPLOYEE	Are you ill or injured? Yes <input type="checkbox"/> No <input 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"/> 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"/>						
CTA'S OFFICIAL STATEMENT	Please circle reason for report: Accident Incident Observation Other						
	Please write brief statement identifying why test is being conducted: _____ _____ _____						
	CTA Supervisor/Official _____ Date and Time Written: _____ Observation Confirmed By: _____ Date and Time Written: _____ <small>(not required for FTA testing)</small>						

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REPORTER ID#
Date - at on Location:
Category - Acceptable/Unacceptable

APPENDIX C

DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

7785-1-34 (Rev. 06-17-02) 10/02/04 6-13-04

FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

Employee Name _____	Badge No. _____
Classification _____	Work Location _____
Date and Time of Accident/Incident _____	Date and Time Ordered to Submit: _____
Type of Test: <input type="checkbox"/> Random. <input type="checkbox"/> Follow-up (in accordance with 49 CFR Part 40.47 and 49 CFR Part 40 Subpart D) <input type="checkbox"/> Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Injury (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Fatal <input type="checkbox"/> Injury (Injury-Related Alcohol/Marijuana Treatment away from the worksite. 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.) <input type="checkbox"/> Disability (Vehicle related) <input type="checkbox"/> Post-Vehicle Involved that is recovered from operation. <small>(NOTE: This section is subject to the State Motor Carrier Regulation for Safety Sensitive Employees outlined pursuant to 49 CFR Parts 395, 37 & 399 Subpart E.)</small>	
CTA: <input type="checkbox"/> I.C.D. (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Possible Death of Injury <input type="checkbox"/> Property Damage <input type="checkbox"/> Follow-up	
<small>Supervisor Reasons for Test/Timing (49 CFR Part 40.44, 441(d)) Add the entry to test/test conditions. If you can determine, using the best information available at the time of the test, that the employee/employee's performance was in question due to a contributing factor to the accident, you do not need to test employees. Please state reason below for not testing.</small> <hr/> <hr/> <hr/>	
<small>YOU ARE INSTRUCTED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IN ACCORDANCE WITH FTA/STA REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW-NOTED CTA OFFICIAL.</small>	
<small>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/OR STA RULES THAT MAY RESULT IN DISPLACEMENT ACTION UP TO AND INCLUDING DISCHARGE.</small>	
Initials: _____	CTA/Holding Agency: _____ Received: _____ Employee Signature: _____
<small>Collector Information: Time Testing Begun? _____ "Find unassisted/delayed (if applicable) when a refusal to do so you must make an attempt to provide a sufficient specimen. Failure to do so may result in a refusal to test which can result in disqualification up to and including discharge.</small>	
<small>Time Testing Completed: _____</small>	
<small>Elapsed time from administration to test or retest: _____</small>	
<small>In the event an elicted test is not administered within two (2) hours following an accident, pretest and record in the space below the reasons why testing was not promptly administered. If an elicted test is not administered within eight (8) hours following an accident, make no further effort to administer an elicted 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 continue to administer the drug test. (49 CFR Parts 395.23 (c) & (d))</small>	
<small>Collector's Signatures: _____</small>	
<small>Supervisor Information: Supervisor Reasons for Delay or Test Termination: _____</small>	
<small>NOTE: A copy of the Testing Protocol is available upon request.</small>	
<small>EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</small>	
<small>COPY: 7785-1-34 (Rev. 06-17-02)</small>	
<small>ATTACHMENT(S): - Work Location Copy - Copy - Student Review Copy - PSC - Drugless Copy - Detention - Collector Copy</small>	

APPENDIX D

DRUG AND ALCOHOL TEST PROTOCOL FORM 0762



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

- 1 Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
- 2 You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
- 3 You will be directed to provide your CTA ID numbers to be written on the drug testing custody and control form (CCF) by the collector.
- 4 You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
- 5 You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
- 6 You will be directed to remove outer clothing (e.g. overalls, 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 Donor copy of the CCF for your own convenience, but these notes must not be transmitted to anyone else.)
- 9 You will be instructed to wash and dry your hands. You may not wash your hands again until after delivering the urine specimen to the collector. You will not be given further access to water or other materials that could be used to adulterate or dilute a urine specimen.
- 10 You will be directed to select an appropriately wrapped or sealed collection container from collection kit materials. You must unwrap or break the seal of the collection container. You will not be allowed to take anything from the collection kit into the room used for urination except the collection container.
- 11 You will be directed to go into a private restroom or closed stall for collection. There you must provide a urine specimen of at least 45 mL. If you fail to provide either a urine specimen or a urine specimen of sufficient quantity, you will be given no more than three hours to produce a satisfactory urine specimen. **NOTE:** An attempt 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/slack, as appropriate, above the waist, and lower clothing and underpants to show the observer (of the same gender as the employee) by turning around that the employee does not have a prosthetic device. After it has been determined that the employee does not have such a device, the employee is permitted to return clothing to its proper position for observed urination. The observer then watches the employee urinate into the collection container. Specifically, the observer watches the urine go from the employee's body into the collection container.
- 13 Do not flush the toilet. Return the urine specimen to the collector as soon as you have completed the void. At no time will the urine specimen be left unattended.
- 14 Following the collection, the collector will ensure that a sufficient amount of urine (45mL) was provided. Within four minutes after being given the urine specimen, the collector will check the temperature of the urine specimen to ensure it is within the acceptable range of 32-38° 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. Pour and secure the lids/caps on the bottles.
 - g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
 - h. Write the date on the tamper-evident bottle seals.
- 16 You will then be directed to initial the tamper-evident bottle seals for the purpose of certifying that the bottles contain the urine specimen you provided.
- 17 You will be directed to read and sign the certification statement on the Medical Review Officer copy of the CCF and to provide your printed name, the current date, day and evening contact telephone numbers, and (where required) date of birth.
- 18 Following completion and review of the CCF by the collector, you will be given the Donor copy of the CCF. The collector will place the sealed urine specimen bottles and the Laboratory copy of the CCF in the appropriate pouches of the plastic bag. The collector will secure both pouches of the plastic bag. You and the collector will initial the tamper-evident bag. You will then be directed to leave the collection site.



COLLECTION PROTOCOL FOR ALCOHOL BREATH TESTING
(Effective 08/25/08)

1. Upon receiving notification that you must submit to an alcohol test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the Breath Alcohol Technician (BAT).
3. You will be directed to provide your CTA ID numbers to be written on the alcohol testing form (ATF) by the BAT.
4. You will be directed to verify that the information contained under Step 1, Sections A and B of the ATF is correct. The BAT will ask you to verify this information.
5. You will be shown three protocols which explain the testing procedure. You will also be shown the instructions contained on the reverse side of the ATF.
6. You will be directed to complete Step 2 on the ATF and to sign the certification. Refusal to sign this certification will constitute a refusal to test.
7. You will be directed to select an individually wrapped or sealed mouthpiece from the testing materials. The BAT will open the individually wrapped or sealed mouthpiece and insert it into the Breath Alcohol Testing Device (BAT).
8. You will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained.
9. If you are unable to provide a sufficient amount of breath on the first attempt, you will be given another opportunity to provide a sufficient amount of breath. Refusal to make this attempt will constitute a refusal to test.
10. The BAT will show you the displayed test result.
11. If the test result is an alcohol concentration of less than 0.02, no further testing will be conducted.
12. If the test result is an alcohol concentration of 0.02 or higher, you will be directed to take a confirmation test following a waiting period of at least 15 minutes.

Awaiting:

- a. Concerning the waiting period, you will be told:
 - i. Not to leave the immediate testing area.
 - ii. Not to eat, drink, put anything (e.g. cigarette, chewing gum) into your mouth, or belch.
 - iii. The reason for the waiting period (i.e. to prevent an accumulation of mouth alcohol from leading to an artificially high reading);
 - iv. That following these instructions concerning the waiting period is to your benefit; and
 - v. That the confirmation test will be conducted at the end of the waiting period, even if the waiting period instructions have not been followed.
- b. While in your presence, the BAT will conduct an air blank on the EBT before beginning the confirmation test. You will be shown the reading. The test will proceed following an air blank reading of 0.00.
- c. The BAT will open the individually wrapped or sealed mouthpiece and insert it into the EBT. You will then be instructed to read the sequential test number displayed on the EBT.
- d. You will be instructed to blow steadily and forcefully into the mouthpiece for at least six seconds or until the device indicates that an adequate amount of breath has been obtained. The BAT will show you the displayed test result as well as the unique test number printed out by the EBT.
- e. If the result of the confirmation test is lower than 0.02, nothing further will be required of you.
- f. If the result of the confirmation test is 0.02 or higher, you will be directed to sign and date Step 4 of the ATF.

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

JSN	POSITION_TITLE	UNION	JSN	POSITION_TITLE	UNION
5445	Acting Garage Foreman	241	5262	Chief Rail Veh Design Engineer	0
3369	Assembler Helper	8	4381	Combined Rail Operator	308
2502	Assistant Carpenter Foreman	27	3237	Communications Technician	134
7665	Assistant Chief Equipment Engineer	0	271	Conductor	308
1216	Assistant Foreman Steel Fabrication Shop	8	2940	Controller II	0
3282	Asst Foreman Bus & Truck Mechanics	701	3981	Controller III	0
1375	B Electrician	134	7995	Coordinator, Construction Safety	0
5562	B Electrician (Light Maintenance)	134	8130	Coordinator, Emergency Preparedness	0
1371	B Electrician (Substation Maintenance)	134	7084	Coordinator, Engineering - Electrical	0
4579	B Progression Maintenanceainer (Pre 9/26/90)	134	7088	Coordinator, Engineering - Signal	0
1146	Blacksmith & Welder	1247	8593	Coordinator, Quality Improvement - Bus	0
2727	Blacksmith & Welder (Frog Shop)	1247	8642	Coordinator, Quality Improvement - Facilities	0
974	Blacksmith & Welder (Skokie)	1247	8594	Coordinator, Quality Improvement - Rail	0
1145	Blacksmith & Welder Foreman	1247	7128	Coordinator, Rail Car Appearance	0
3457	Blacksmith & Welder Leader A	1247	7139	Coordinator, Right-Of-Way Janitor	0
1421	Bus & Truck Mechanic	701	8056	Coordinator, Signal Maintenance	0
2220	Bus & Truck Mechanic Apprentice	701	316	Craneman A	308
1423	Bus & Truck Mechanic Foreman	701	5528	Customer Assistance Supervisor	308
1973	Bus & Truck Mechanic Helper	701	3304	Electrical Engineer II	0
2600	Bus & Truck Mechanic Leader	701	3070	Electrical Engineer III	0
6151	Bus Body Chassis Specialist	27	5943	Electrical Engineer III - Rail	0
5478	Bus Controller	134	2314	Electrical Maintainer Specialist	9
2624	Bus Dispatcher	241	1385	Electrical Maintenance Man	713
1039	Bus Handler	241	3992	Electrical Unit Assembler-Rail	713
133	Bus Instructor I	241	970	Electrical Worker	134
3433	Bus Instructor II	241	5051	Electrical Worker	134
3779	Bus Instructor III	241	1384	Electrical Worker Apprentice	713
2431	Bus Mechanic	241	2556	Electrical Worker Leader	134
110	Bus Operator	241	1269	Emergency Service Chauffeur	700
6092	Bus Repairer II	241	1268	Emergency Service Helper	700
6093	Bus Repairer III	241	1616	Engine Washer	241
6094	Bus Repairer IV	241	7180	Engineer - Construction	0
173	Bus Service Supervisor I	241	7199	Engineer I - Signal	0
3432	Bus Service Supervisor II	241	7201	Engineer I - Structural	0
1441	Bus Servicer	241	7206	Engineer II - Electrical	0
6211	Bus Servicer Apprentice	241	7210	Engineer II - Mechanical	0
6091	Bus Servicer I	241	7211	Engineer II - Mechanical/Electrical	0
4636	Bus Wheel Chair Lift Specialist	241	7217	Engineer II - Product	0
6180	Bus/Truck Mechanic-Systems Maintenance	701	7218	Engineer II - Rail Equipment	0
1437	Car Repairer 'A'	308	7220	Engineer II - Signal	0
1438	Car Repairer 'B'	308	6236	Engineer II - Structural	8
399	Car Servicer	308	7222	Engineer II - Structural	0
6208	Car Servicer Apprentice	308	7735	Engineer II, Communications	0
1205	Carpenter	27	7227	Engineer III - Electrical	0
1340	Carpenter 'A'	27	7228	Engineer III - Electrical Design	0
385	Carpenter Apprentice	27	7231	Engineer III - Mechanical	0
2674	Carpenter Foreman	27	7232	Engineer III - Mechanical/Electrical	0
1190	Carpenter Foreman (Skokie)	27	7238	Engineer III - Product	0
1330	Carpenter Foreman (S-Shops)	27	7241	Engineer III - Signal	0
346	Carpenter Leader	27	6237	Engineer III - Structural	8
2683	Cash Box Puller	241	7243	Engineer III - Structural	0
7044	Chief Bus Equipment Engineer	0	7768	Engineer IV - Communications	0
1698	Chief Foot Collector	308	7248	Engineer IV - Electrical	0
8091	Chief of Fire Protection, Response and Training	0	7255	Engineer IV - Mechanical/Electrical - Qc	0
7046	Chief Rail Equipment Engineer	0	7256	Engineer IV - Motor Vehicle Equipment	0

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

7257	Engineer IV - Power	0	7808	Manager II, Maintenance - Bus	0
7258	Engineer IV - Power /Testing	0	7809	Manager II, Maintenance - Rail	0
7260	Engineer IV - Rail Equipment	0	7739	Manager II, Maintenance Instruction	0
7261	Engineer IV - Rail Vehicle Design	0	7774	Manager II, Power & Way Maintenance	0
7262	Engineer IV - Signal	0	7372	Manager II, Transportation	0
7263	Engineer IV - Specification/Quality Assurance	0	7810	Manager II, Transportation - Bus	0
6238	Engineer IV - Structural	8	7811	Manager II, Transportation - Rail	0
7264	Engineer IV - Structural	0	7717	Manager II, Transportation Instruction	0
7267	Engineer IV - Track	0	5209	Manager Maintenance -Bus	0
1381	Engineering Assistant	134	5210	Manager Maintenance-Rail	0
2424	Equipment Tech II	241	5282	Manager Power Maintenance	0
2592	Equipment Tech III	241	5088	Manager Power/Signal/Comm Engineer	0
2689	Equipment Technician I	241	5393	Manager Signal Maintenance	0
5497	Extra Board	308	5224	Manager Structure Maintenance	0
4382	Facil Maintenance Instructor	0	5283	Manager Substations&Elec Test	0
3371	Final Assembler	8	5288	Manager Track Maintenance	0
6202	Flagman	308	5208	Manager Transportation - Rail	0
1647	Foot Collector	308	7505	Manager Transportation Instruction	0
2395	Foreman B Electricians	134	5207	Manager Transportation-Bus	0
1374	Foreman 'B' Electricians	134	8602	Manager, Bus Capital Projects & Field Engineering	0
4122	Foreman Communications Tech	134	7389	Manager, Bus Heavy Maintenance	0
1321	Foreman Electrical Workers	134	7398	Manager, Construction Management Oversight	0
1254	Foreman Steel Fabrication Shop	8	7403	Manager, Control Center	0
1436	Garage Assistant Foreman II	241	7419	Manager, Facilities Maintenance	0
2203	Garage Instructor I	241	7424	Manager, Field Operations Track Structure	0
3502	Garage Instructor II	241	8641	Manager, Janitorial Services	0
2207	Heavy Duty Equipment Operator	700	7438	Manager, Maintenance	0
3437	Industrial Engineer II	999	7804	Manager, Maintenance - Bus	0
2302	Inspection Terminal Instructor I	308	7805	Manager, Maintenance - Rail	0
2303	Inspection Terminal Instructor II	308	7436	Manager, Maintenance Construction	0
7748	Investigator	0	7463	Manager, Rail Car Appearance	0
853	Ironworker	1	7464	Manager, Rail Customer Facilities Maintenance	0
4976	Ironworker (Non-Welding)	1	7454	Manager, Signal Engineering	0
993	Ironworker Foreman	1	7487	Manager, Signal Maintenance	0
3458	Ironworker General Foreman	1	7492	Manager, Structural Maintenance	0
854	Ironworker Helper	700	7500	Manager, Structure Engineering	0
3658	Ironworker Helper	700	7493	Manager, Substation & Power Maintenance	0
6227	Key Instructor	241	7497	Manager, Technical Services - Rail	0
2632	Line Foreman	9	7498	Manager, Technical Support	0
2633	Lineman	9	7903	Manager, Track Engineering	0
2634	Lineman Helper	9	7501	Manager, Track Maintenance	0
1535	Loader Grinder Operator	308	7504	Manager, Transportation	0
1191	Machine Shop Foreman (Skokie)	8	7806	Manager, Transportation - Bus	0
1324	Machine Shop Foreman (S-Shops)	8	7807	Manager, Transportation - Rail	0
1962	Machinist	8	8346	Manager, Transportation - Rail CS	0
1249	Machinist (Frog Shop)	8	8531	Manager, Transportation - Supervision	0
4679	Machinist (Rail)	8	4768	Material Assignment Dispatcher	134
1416	Machinist Apprentice	8	3922	Mechanical Unit Assembler	701
2578	Machinist Foreman	8	3924	Mechanical Unit Preparer	701
2554	Machinist Leader A	8	2211	Mobile Bus Mechanic	241
2732	Machinist Leader A (Frog Shop)	8	6199	Modified Customer Assistant	308
5214	Manager Comm/Power Control	0	257	Motorman	308
7705	Manager II, Control Center	0	2636	Pm Resident Instructor	241
7740	Manager II, Facilities Maintenance	0	3665	Power Controller	134
7991	Manager II, Inspections & Investigations	0	7549	Project Manager	0
7367	Manager II, Maintenance	0	8171	Project Manager - Construction	0

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

6190	PTTC Flagman	308	8666	Senior Project Manager - Construction	0
6191	PTTC Rail Inspector	308	5280	Senior Quality Engineer-Electrical	0
6192	PTTC Rail Instructor	308	5279	Senior Quality Engineer-Mechanical	0
7559	Quality Assurance Inspector	0	4507	Senior Rail Equipment Engineer	0
5274	Quality Improvement Tech	0	5319	Senior Safety Analyst	0
5758	Quality Improvement Tech II	0	8646	Senior Safety Officer	0
5988	Radiator Repairer	73	7994	Senior Safety Specialist	0
6100	Rail Carbody Inspector	308	5277	Senior Shop Equal Imprv Inspector	0
5479	Rail Controller	134	5487	Senior Signal Engineer	0
6099	Rail Controls Inspector	308	4660	Senior Structural Maintenance Engineer	0
3982	Rail CSR / Security Controller	134	7952	Senior System Safety Engineer	0
6098	Rail HVAC Repairer	308	8197	Senior Technician, Quality Improvement - Bus	0
3430	Rail Instructor I	308	8198	Senior Technician, Quality Improvement - Rail	0
3431	Rail Instructor II	308	5287	Senior Track Construction Engineer	0
6203	Rail Instructor III	308	4800	Senior Track Maintenance Engineer	0
6102	Rail Leader/Pilot	308	8662	Senior Transit Safety Investigator	0
305	Rail Service Supervisor I	308	8620	Senior Transit System Safety Officer	0
3434	Rail Service Supervisor II	308	1267	Service Truck Chauffeur	700
6122	Rail Service Supervisor III	308	2491	Sheet Metal Foreman	73
6097	Rail Technician	308	2534	Sheet Metal Foreman	73
3676	Rail Terminal Supervisor	308	1077	Sheet Metal Worker	73
6101	Rail Truck Shop Repairer	308	2216	Sheet Metal Worker	73
2129	Rapid Transit Operator	308	2105	Sheet Metal Worker Apprentice	73
2783	Resident Instructor Tire Repair	241	2287	Shop Inspector	241
6204	Roadmaster II	134	1110	Shop Tractor Operator	241
7564	Roadmaster II	0	2500	Shopman I	8
5290	Roadmaster II Track Constr	0	2088	Shopman II	8
5493	Roadmaster II Worktrain	0	5092	Signal Engineer I	0
6205	Roadmaster III	134	6217	Signal Engineer I	9
7565	Roadmaster III	0	5477	Signal Engineer II	0
5289	Roadmaster III Track Maintenance	0	6218	Signal Engineer II	9
5320	Safety Analyst	0	5089	Signal Engineer III	0
7566	Safety Officer	0	6219	Signal Engineer III	9
8003	Safety Specialist	0	6220	Signal Engineer IV	9
4302	Security Controller	0	5090	Signal Engineering Coordinator	0
8287	Security Specialist	0	6222	Signal Engineering Coordinator	9
8647	Senior Construction Safety Engineer	0	810	Signal Foreman	9
8621	Senior Coordinator, Emergency Preparedness	0	2128	Signal Helper	9
7581	Senior Coordinator, Facilities Maintenance	0	2127	Signal Maintainer	9
5276	Senior Field Qual Imprv Inspector	0	6221	Signal Maintenance Coordinator	9
2537	Senior Garage Instructor	241	4426	Signal Relay Foreman	9
7589	Senior Industrial Hygienist	0	5800	Special Part-Time Bus Operator	241
8573	Senior Manager, Accident Investigations	0	3292	Structural Engineer I	0
8574	Senior Manager, Construction Safety & Engineering	0	3293	Structural Engineer II	0
8475	Senior Manager, Inspections & Investigations	0	3113	Structural Engineer III	0
8575	Senior Manager, Occupational Health & Safety	0	6239	Structure Engineering Coordinator	8
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 ½) times the employee's straight time hourly rate for all hours or portions thereof in excess of his/her scheduled work day that the employee is involved in activities directly attributable to the order to take the test. Further, if the order by the Authority to submit to the test has been made pursuant to Section IV.B.1.b.ii. above, and the analysis shows the employee is to be considered to have been unimpaired, the employee shall have the right to request a meeting to include the employee, a Union Representative, a member of the Human Resources Department, and the person who requested the employee to take the test. The Union shall notify the Authority in writing within fourteen (14) days after the results of the tests are available of the employee's request for a meeting, and the meeting shall be scheduled at the convenience of the parties, but no later than fourteen (14) days after receipt by the Authority of the request, circumstances permitting. Whenever possible, the meeting will be scheduled during the employee's regular working hours, and the employee

will be compensated at his/her regular rate of pay for any time lost. In the event the meeting cannot be scheduled during the employee's regular working hours, the employee shall be paid an amount equal to four (4) hours pay as compensation for the time spent at the meeting.

D. Dilute Specimen

Negative dilute results with a creatinine concentration equal to or greater than 2mg/dL, but less than or equal to 5mg/dL, will require an immediate recollection under direct observation. Negative dilute results of greater than 5mg/dL will require the employee to take another test immediately. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

VII. GRIEVANCE-ARBITRATION PROCEDURE

Separate from any FTA or DOT requirement, any dispute concerning this policy shall be subject to the parties' grievance-arbitration procedures contained in their collective bargaining agreement.

VIII. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

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

MEMORANDUM OF UNDERSTANDING

To the extent any inconsistencies arise between the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees ("the Policy") and any federal, state or local laws, regulations, and ordinances, the latter shall control and shall supercede any inconsistent provisions of the Policy.

APPENDIX A

POLICY AND PROGRAM PERSONNEL

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

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

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

Substance Abuse Professional, Mark Ketterson - Human Resources
mketterson@transitchicago.com / 312-681-2216

Drug and Alcohol Hotline
312-681-2225 ext. 5

APPENDIX B – CONDITION OF EMPLOYEE REPORT FORM 3134

CONDITION OF EMPLOYEE

EMPLOYEE DATA	Name _____ Badge # _____ Work Location _____ Classification _____ Date _____ Time Started Work _____ Time of Observation Accident/Incident _____					
OBSERVATION	BALANCE =	UNSURE <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>	SURF. <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"/>		
	BEHAVIORS =	UNCOOPERATIVE <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>	COOPERATIVE <input type="checkbox"/>		
	EYES =	BLOOD SHOT <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>	CLEAR <input type="checkbox"/>		
	BODY ODOR =	STRONG <input type="checkbox"/>	WEAK <input type="checkbox"/>	NONE <input type="checkbox"/>		
QUESTIONS TO EMPLOYEE	Are you ill or injured? Yes <input type="checkbox"/> No <input type="checkbox"/> Explain the reason for your physical condition: _____ _____ _____ _____					
	TEST NOTIFICATION	Please answer all questions: 1. Was employee ordered to submit to breath and urinalysis test? Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(Must attach Test Notification - Form 7785)</small> 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? Yes <input type="checkbox"/> No <input type="checkbox"/> <small>Time of union notification: _____</small>				
		CTA'S OFFICIAL STATEMENT	Please circle reason for report: Accident Incident Observation Other <small>Please write brief statement identifying why test is being conducted: _____ _____ _____ _____</small>			
			CTA Supervisor/Officer: _____		Date and Time Written: _____	
Observation Confirmed By: _____ <small>(not required for FTA testing)</small>			Date and Time Written: _____			

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On _____ at _____
 with _____
 City of Chicago Aviation Form 3134

APPENDIX C – DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

F7785-C DRUG AND ALCOHOL TEST FORM 7785
1.10.00 EDITION 8-12-02

FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

Employee Name _____	Badge No. _____
Classifier _____	Work Location _____
Date and Time of Accident/Incident _____	Date and Time Ordered to Submit _____
Type of Test: PDA <input type="checkbox"/> Random <input type="checkbox"/> Follow-up (in accordance with 49 CFR Part 40.47 and 49 CFR Part 44 Subpart D) <input type="checkbox"/> Reasonable Suspicion (Mail attach Condition of Employee Form and Sample Clearance Report) <input type="checkbox"/> Post-Accident (Mail attach Condition of Employee Form and Sample Clearance Report) <input type="checkbox"/> Fatality <input type="checkbox"/> Injury Immediately Requires Medical Treatment (other than the above) <small>(NOTE: Employees who are sick, may not be tested. Employees who are injured and unconscious may not be tested until both time of test and time to contact to test)</small> <input type="checkbox"/> Driving Damage (Vehicle involved) <input type="checkbox"/> Rail Vehicle Involved (not to exceed three operations) <small>(NOTE: Test conducted under any of the above item circumstances or Safety Sensitive Employee regulated pursuant to 49 CFR Parts 40.17 & 40.60 Appendix E.)</small>	
CTA: <input type="checkbox"/> I.O.D. (Mail attach Condition of Employee Form and Sample Clearance Report) <input type="checkbox"/> Reasonable Suspicion (Mail attach Condition of Employee Form and Sample Clearance Report) <input type="checkbox"/> Post-Accident (Mail attach Condition of Employee Form and Sample Clearance Report) <input type="checkbox"/> Property Claim of Injury <input type="checkbox"/> Property Damage <input type="checkbox"/> Followup	
<small>Supervisor Reasons for Mail Testing (49 CFR Part 40.44(d)) Applies only to Non-Duty participants. If you are supervisor, write the best information possible in the blank of the section. That the employee's performance can be reasonably discounted as a contributing factor in the conduct, you do not know the employee. Please state reason better for not testing.</small> 	
<small>YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IN ACCORDANCE WITH FEDERAL REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED GSA OFFICIAL.</small>	
<small>YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPLETE THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND GSA RULES THAT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.</small>	
Initials Rx _____	CTA Numbering Agent _____
Collector Information _____	Receiving _____
Time Testing Begun? _____	Employee Signature _____
Time Testing Completed _____	
<small>*Indicates attempt (Sleep test) when directed to do so you must make an attempt 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>	
<small>Excluded from accident/incident to test administration _____</small>	
<small>In the event an 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 promptly administered. If an alcohol test is not administered within two (2) hours following an accident, name no further listed in administration are delayed 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, the test conductor is authorized to administer the drug test. (49 CFR Parts 40.44 (e) & (f))</small>	
<small>Collector's Signature _____</small>	
<small>Supervisor Information: Supervisor Reasons for Delay or Test Termination: </small>	
<small>NOTE: A copy of the Testing Protocol is available upon request.</small>	
<small>EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</small>	
<small>DISTRIBUTION: Form - Work Location Copy Copy - Employee Personal Copy File - Employee Copy Manager - Office Copy</small>	

GSA Form 7785-C DRUG AND ALCOHOL TEST 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 BROTHERHOOD OF ELECTRICAL WORKERS
UNION LOCAL 134

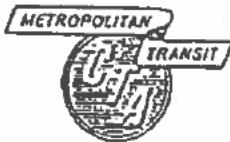
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No. 1: Classifications Removed from Union
Jurisdiction

CHICAGO TRANSIT AUTHORITY

MERCHANDISE MART PLAZA • P. O. BOX 1555, CHICAGO, ILLINOIS 60654 • AREA CODE 312 - 664-7200



MEMORANDUM

May 28, 1974

To: Arthur Sandberg
From: Joseph J. Stevens *JJS*
Re: Local 134, IBEW, Classifications Removed from
Union Jurisdiction

Electrical Engineer I, II, III & IV
Signal Draftsman I & II
Junior Signal Design Engineer

In order to avoid any confusion as to the status of the employees presently in the above job classifications, the agreement with Local 134, IBEW, is as follows:

The employees that are presently in those job classifications are bargained for by Local 134, IBEW. However, any new employee hired into those job classifications will not be bargained for by Local 134, IBEW.

If any of the present incumbents wish to withdraw from the Union, they must go to the Union to seek their approval.

JJS:j

cc: Messrs. Aurand
Ford
Knautz
Meinardi
Platt

AGREEMENT

THIS AGREEMENT, made this 1st day of MARCH, 1989, by and between the Chicago Transit Authority (the "CTA") and Local 134, International Brotherhood of Electrical Workers (the "Union").

WITNESSES:

WHEREAS, the Authority and the Union have agreed, by letter dated May 4, 1979, which is incorporated by reference herein, that Substation Attendants would move into the 'B' Electrician progression and would have the opportunity to become 'B' Electricians - Substation Maintenance; and

WHEREAS, the Union and the CTA desire to implement the agreement in a manner not inconsistent with the Wage and Working Conditions Agreement in effect between the CTA and the Union;

NOW, THEREFORE:

1. A "B Progression Maintainer" program for the Substation Attendants will be implemented as follows:

a. A "B Progression Maintainer" job description will be developed and submitted to the Union for its approval.

b. Substation Attendants will be offered in seniority order of those who have attended and passed the 'B' Maintainers' Training Course, the opportunity to become "B Progression Maintainer".

c. The number of substation attendants to be allowed the opportunity at any time will be within the discretion of the CTA, based on its budget and manpower requirements, but it is the intention of the parties that all eligible substation attendants will be eventually offered such an opportunity.

d. Those substation attendants who accept the opportunity will be paid the rate of a "B" Electrician Apprentice at the progression level equivalent to their substation attendant seniority, provided that the maximum rate to be paid to a substation attendant upon entry into the progression program will be the 31 to 36 month Apprentice rate. The substation attendant will thereafter be paid according to the Apprentice progression rate based upon the date of their entry into the progression program. If an exact equivalent rate for substation attendant and apprentice does not exist, the entry level rate will be the next higher Apprentice wage rate.

e. After a minimum of two years, a "B Progression Maintainer" will be eligible to become a 'B' Electrician - Substation Maintenance, provided he or she passes a final exam administered by the CTA and mutually approved by the CTA and the Union. Failure to take or pass the final exam will not affect the "B Progression Maintainer's" pay status.

f. While in the position of "B Progression Maintainer", an employee will be assigned to perform duties assisting 'B' Electrician - Substation Maintenance."

g. "B Progression Maintainers" will not be eligible for rotation of "B" Electrician overtime.

2. This Agreement does not in any way or manner settle, compromise, resolve or otherwise affect Grievance No. 0023-87 filed by David Daniels, Badge No. 20072. In the event Mr. Daniels' grievance is resolved, arrangements will be made to effectuate the terms of resolution, and the terms of this Agreement will not affect Mr. Daniels' rights as defined in that resolution.

AGREED:

Local 134, International
Brotherhood of Electrical
Workers

Burton Van Wetering
Burton Van Wetering
Business Representative

Timothy J. Bresnahan
Timothy J. Bresnahan
Business Manager

Edmund N. Pierce
Edmund N. Pierce
President

Chicago Transit Authority

Grant Ward, Jr.
Grant Ward, Jr.
Manager, Labor Relations

R. J. Smith
Roy Smith
Acting Manager
Facilities Engineering and
Maintenance

James E. Marshall
James E. Marshall
Deputy Executive Director
Human Resources and Benefit
Services

David Hillock
David Hillock
Deputy Executive Director
Engineering and Maintenance



Chicago Transit Authority

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

January 5, 1990

Burton Van Wetering
Business Representative
International Brotherhood of
Electrical Workers
Local 134
600 West Washington Boulevard
Chicago, Illinois 60606

Re: 'B' Progression Maintainer

Dear Mr. Van Wetering:

This is to memorialize our phone conversation of Wednesday, December 6, 1989 concerning a seniority issue involving Substation Attendants who have attended and successfully completed the 'B' Progression Maintainers' Training Course. A copy of the 'B' Progression Maintainer Agreement of March 1, 1989 is attached.

My question to you was whether or not Substation Attendants who have attended and successfully passed the 'B' Maintainers' Training Course should be offered the opportunity to become a 'B' Progression Maintainer based on: (a) seniority order alone or (b) based on a combination of when the employee attended the course and seniority order. An example of item (b) above would be that of two groups of Substation Attendants who have attended the training course. Group A consists of five individuals who attended the course in January of 1990. Group B consists of five individuals who attended the course in February of 1990. When the next opening for 'B' Progression Maintainer is available, the most senior Substation Attendant from Group A would be offered the position. The Substation Attendants in Group B would be offered the position (based on seniority order) after all of the Substation Attendants in Group A have been offered the job.

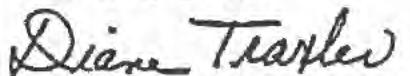
Your response was that IBEW, Local 134 has historically maintained that when training programs of this nature are involved, seniority would be the determining factor. In other words, those Substation Attendants who have attended and successfully passed the 'B' Maintainer Training Course will be offered the opportunity to become 'B' Progression Maintainers based on seniority order and not based upon when they completed the course.

Burton Van Wetering
January 5, 1990
Page Two

Another issue discussed was employee David Daniels, Badge No. 7(1)(b). I advised you that Facilities Engineering and Maintenance and Maintenance Training Center had offered Mr. Daniels another opportunity to take the 'B' Maintainer Training Course. Mr. Daniels has declined this offer and you were already aware of this fact. Mr. Daniels has been given every opportunity to attend and pass the course. Please be advised the Authority's position relative to Mr. Daniels, Grievance No. 0023-87 remains unchanged.

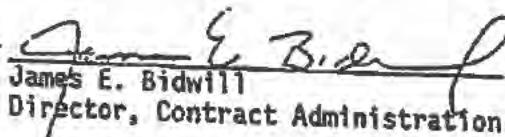
By copy of this letter, I am advising Engineering and Maintenance of Local 134's decision relative to the seniority issue. If you have any questions or feel this does not accurately reflect the position of Local 134, please contact me at 312/664-7200, extension 3418, as soon as possible. If the Authority does not hear from you, we will assume you are in concurrence with the above.

Very truly yours,



Diane Traxler
Senior Contract Coordinator

APPROVED:



James E. Bidwill
Director, Contract Administration

DT:ek

Attach.

cc: T. Czéch	J. Kinahan	G. Ward, Jr.
A. Gaughan	J. Marshall	H. Wieher
R. Gierut	F. Salus	Agreement dated 10/10/87
B. Hicks	R. Smith	Local 134 Corres.
D. Hillock	G. Tapling	

No. 3: Full-Time Temporary Employees for
Capital Projects



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

March 23, 1990

Mr. John Carriglio
Business Representative
International Brotherhood of
Electrical Workers
Local Union #134
600 West Washington Boulevard
Chicago, IL 60606

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

Dear Mr. Carriglio:

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

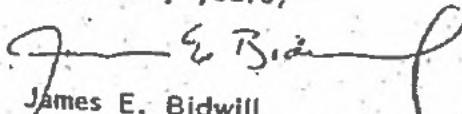
6. Any qualified reference submitted by the Union for the FTT-Capital positions will be given first preference for hiring into those positions. Please keep in mind the Authority's affirmative action commitments.

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

Accepted:

John J. Caughey
Dir. Chap. Local 134
EB;lf
(BEW)

Very truly yours,


James E. Bidwill
Director, Contract Administration

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

Electrical Workers

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

TOTAL: 16



Chicago Transit Authority

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

December 10, 1990

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

RE: Inter-Union Transfers

Dear Mr. Burkard:

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

The agreement is as follows:

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

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

2. In each of the CTA-M.T.C. and CTA-I.B.E.W. Wage and Working Conditions Agreement, paragraph B 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 Hard, 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. 5- IBEW, Local 9 and 134 Realignment
Agreement

AGREEMENT

THIS AGREEMENT, made this 27th day of July, 1990,
by and among the Chicago Transit Authority (hereinafter, the
Authority), Local 9, International Brotherhood of Electrical Workers
(hereinafter, Local 9) and Local 134, International Brotherhood of
Electrical Workers (hereinafter, Local 134).

WITNESSES:

WHEREAS, the Authority and Local 9 and Local 134 have an on-going
jurisdictional issue concerning alignment of work on the Authority's
Rapid Transit System; and

WHEREAS, this issue was addressed in a side-letter of May 24,
1989, as part of the collective bargaining agreement reached between
the parties for the contractual period of December 1, 1986 to November
30, 1989, and year to year thereafter; and

WHEREAS, the parties wish to resolve certain of the
jurisdictional issues, specifically those of revenue fare equipment
jurisdiction, in a manner acceptable to all the parties;

NOW, THEREFORE:

1. The bargaining unit jurisdictions of Local 9 and Local 134
will include the following:
 - A. Maintenance of all turnstiles, agents' equipment, token
vending machines, parking lot token dispensing machines,
and all low exit gates on the Dan Ryan and
Kennedy-O'Hare lines and the 63rd-Ashland station, plus
any future exit gates with electronic components, plus
future rail revenue equipment maintained by the Treasury
Department will be within the bargaining unit
jurisdiction of Local 9.
 - B. Maintenance of all data systems and station
controllers associated with collecting maintenance data,
revenue data and passenger data on all rail lines and
other locations as needed will be within the bargaining
unit jurisdiction of Local 134.

- C. Maintenance and construction performed by the Buildings and Grounds Department, Facilities Maintenance Division, at the Authority's 63rd-Ashland station will be within the bargaining unit jurisdiction of Local 9.
 - D. Maintenance and construction performed by the Buildings and Grounds Department, Facilities Maintenance Division on the Authority's Southwest Rapid Transit Line and its component stations, station buildings and platforms, will be within the bargaining unit jurisdiction of Local 134, except as limited by subparagraphs A. and B. above.
2. Current Local 134 represented employees presently performing turnstile maintenance will remain in the Buildings and Ground Department and will be assigned to other "B" Electrician work.
 3. Facilities Maintenance will transfer two budgeted positions to Treasury, Revenue Equipment Section, which will be filled as Linemen positions which are within the bargaining unit jurisdiction of Local 9. Gus Giannakopoulos, Badge Number 11734, and Robert Blankenstein, Badge Number 11366, who currently perform turnstile maintenance duties, will be given the option of transferring their Union jurisdiction from Local 134 to Local 9. If such option is accepted, the two employees will be transferred to Local 9 with their company seniority intact for the purposes of pension, vacation credit, holidays, etc. Their Local 9 Union seniority for picking purposes, etc. will begin on the day of their transfer to Local 9.
 4. Two vacant Local 134 positions, which are currently scheduled to be eliminated, will be retained and remain within the bargaining unit jurisdiction of Local 134 and within the Facilities Maintenance Department.
 5. The classification of Revenue Testing Technician will be established to perform the duties referenced in paragraph 1, sub-paragraph B, above. The proposed job description of this classification is attached hereto and the final job description will be incorporated by reference herein. The rate of pay will be the same as that of a Communication Technician, and will be subject to the Communication Technician progression rate, notwithstanding any side agreements concerning application of that rate to Communication Technician.

6. The terms and conditions of this Agreement apply without exception only to the present matters as specified above. The Authority, Local 134 and Local 9 agree that the terms and conditions shall not in any way, nor in any manner, be used as a precedent in any future arbitration proceedings, negotiations or discussions between the parties, except as may be necessary to enforce the provisions hereof.

AGREED:

BY: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Jack F. Burkard
LOCAL 9
Guy O'Brien
LOCAL 134

BY: CHICAGO TRANSIT AUTHORITY

Dan G. Klock 12/22/80
DEPUTY EXECUTIVE DIRECTOR, MAINTENANCE

William C. Baetow
MANAGER, TREASURY

J. F. N. C.
MANAGER, LABOR RELATIONS

JEB/mrn

Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7205

CHICAGO TRANSIT AUTHORITY
SENIORITY WORK PICK
FOR
ESCALATOR SERVICEMEN

- I. There will be a system pick for all active Escalator Servicemen. These Escalator Servicemen will pick into areas determined by the Authority.
 - A. Departmental seniority will be used to place all active Escalator Servicemen on a Seniority list, and from this list each Escalator Serviceman will pick according to his or her respective seniority date.
 1. Only Escalator Serviceman 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 Escalator Serviceman.
 2. Foremen will not pick but will be assigned. See paragraph II. A, below. Acting foremen will be allowed to pick in their Escalator Serviceman seniority order for so long as such employees are not regularly assigned as Acting Foremen. If regular assignment as Acting Foreman becomes a standard practice, then Acting Foremen will not pick but will be assigned. See also Section II. A, below.
 3. Escalator Servicemen in the progression will not pick, but will be assigned for the first two years of their progression. Thereafter, they will be allowed to pick.
- II. The initial system pick will be held during the month of August, 1991, and will become effective at the beginning of the payroll period next following the pick. Thereafter, the system pick will be held annually in January and will go into effect on approximately the beginning of the first full payroll period in February of the pick year.
 - A. The Authority will assign a Foremen to each area prior to the posting of the pick. As stated above, Acting Foremen may be assigned to each area prior to the posting of the pick if it becomes a standard practice to regularly assign employees as Acting Foremen. The Authority retains the right to reassign both Foremen and Acting Foremen during the term of any pick.
 - B. If the Authority elects to fill an Escalator Serviceman 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 who has picked.

- C. Escalator Servicemen may be required during the term of a pick to work temporarily in an area other than that 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 the agreement, there are two areas into which Escalator Servicemen will be allowed to pick: North and South. Area designations, responsibilities and numbers may be changed by the Authority from time to time in the future.
- IV. In the event of any proposed significant alteration in the above procedures or in the pick itself, the Authority and the Union agree to meet and discuss the alteration before it is implemented. This provision does not in any way or manner diminish, limit or expand the contractual or legal rights of the parties.

AGREED, this 1-4 day of September, 1991, by:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 134

CHICAGO TRANSIT AUTHORITY

Russell Ponder
Russell Ponder
Business Representative

R. T. Smith 7-19-91
Roy T. Smith
Senior Manager, Facilities
Maintenance

Gordon F. Brady
Gordon F. Brady
Manager, Buildings and
Grounds Maintenance

Grant Ward, Jr.
Grant Ward, Jr.
Manager, Labor Relations



Chicago Transit Authority

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

August 28, 1992

Mr. John Carriglio
Business Representative
International Brotherhood of
Electrical Workers
Local 134
600 West Washington Boulevard
Chicago, Illinois 60606

Dear Mr. Carriglio:

On September 18, 1991, we met with Frank Vukovics, Rich Juvinal and Millie Leonard at Skokie Shops. At that time, we discussed the possibility of establishing a new job description for certain Electrical Workers at Skokie Shops.

I have enclosed for your review, a copy of the current Electrical Worker, Job Schedule No. 970 job description. I have also enclosed a copy of the new Electrical Worker - Electronics Room, Job Schedule No. 5051 job description. The new job description contains specific electronic requirements.

Currently, all Electrical Workers assigned to Skokie Shops are assigned Job Schedule No. 970. As such, they are required to pass a practical pre-employment exam consisting of both basic electricity and electronics. It is the Authority's intention to require future Electrical Workers assigned to Skokie Shops to pass a practical pre-employment exam covering only basic electricity.

Employees currently assigned to the Electronics Room, Area 415, would be "grandfathered" as Electrical Workers - Electronics Shop, Job Schedule No. 5051. These employees would not be required to pass a practical electronics test. Future vacancies in the Electronics Room would be filled only by employees who have passed or can pass a practical electronics test.

Future vacancies in the Electronics Room will be filled in accordance with the following procedure:

Current Electrical Workers

1. Consideration will be given to employees who have a request to transfer on file in the "Book of Transfer Requests" at Skokie Shops. Consideration will be given in date order, oldest request being considered first.

Mr. John Carriglio
August 28, 1992
Page Two

2. Employees will be given a practical electronics test. If an employee has already passed the electronics test, he/she will not be required to be retested.

- A. If the employee passes the test and has a work record that meets the established criteria for transfer, the employee will be transferred to the Electronics Room.
- B. If the employee fails the test, he/she will be ineligible for retesting for one year. In the meantime, and as vacancies occur, other requests will be considered. After one year, he/she can be retested.

Electrical Unit Assemblers

- 1. A. Full Time Permanent (FTP) Electrical Unit Assemblers with five (5) years verifiable related experience will be afforded the opportunity to transition to an FTP Electrical Worker position.
 - B. Eligible employees will be given a practical basic electricity test. If an employee has already passed the practical basic electricity test, he/she will not be required to be retested.
 - 1. If the employee passes the test and has a work record that meets the established criteria for transfer, the employee will be transitioned to an FTP Electrical Worker position.
 - 2. If the employee fails the test, he/she will remain as an FTP Electrical Unit Assembler for a six (6) month period before a retest is permitted.
- 2. A. Full Time Temporary Capital (FTTC) Electrical Unit Assemblers with five (5) years verifiable related experience (including outside CTA experience) will be afforded the opportunity, in FTTC order, to transition to an FTTC Electrical Worker position.
 - 1. An employee must furnish the Authority with documentation to verify outside experience.
 - 2. An employee who does not have five (5) years verifiable related experience at this time may petition for an Electrical Worker's position once he/she meets the five (5) year requirement.

Mr. John Carriglio
August 28, 1992
Page Three

- B. Eligible employees will be given a practical basic electricity test. If an employee has already passed the practical basic electricity test, then he/she will not be required to be retested.
1. If the employee passes the test and has a work record that meets the established criteria for transfer, the employee will be transitioned to an FTTC Electrical Worker position.
 2. If the employee fails the test, he/she will remain as an FTTC Electrical Unit Assembler for a six (6) month period before a retest is permitted.

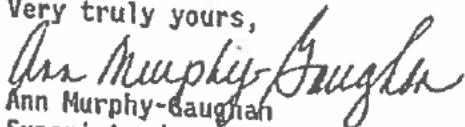
Both job classifications will be paid at the applicable journeyman Electrical Worker rate.

In order to ensure that FTTC employees are transitioned to FTP positions in proper seniority order, we assume that, when an FTTC Capital Electrical Unit Assembler is transitioned to an FTTC Capital Electrical Worker position, his seniority date for transfer to a full-time permanent position will be the date of his transition to FTTC Electrical Worker. Therefore, he will be behind present FTTC Electrical Workers, but ahead of FTTC Electrical Workers hired after his transition. Please inform us if you disagree with this assumption.

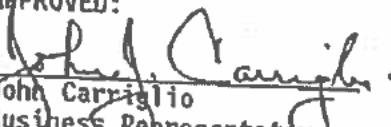
One additional procedural item must be addressed. It is the Authority's position that none of the above transfers can be made if the applicable employee does not have an acceptable work record. If the work record is not acceptable at the time the transition would take place, the employee would be reconsidered six (6) months thereafter.

If the above accurately represents the understanding between the Authority and IBEW, Local 134, please sign below and return to me.

If you have any questions or if you want to discuss any issues contained herein, please contact me at 312/664-7200, extension 3424.

Very truly yours,

Ann Murphy-Gaughan
Superintendent, Contract Processes

APPROVED:


John Carriglio
Business Representative
IBEW, Local 134

Mr. John Carriglio
August 28, 1992
Page Four

AMG:ek
Attach.

Distribution

J. Bidwill
L. Bretz
M. Cook
T. Czech
R. Juvinall
W. Mooney
M. O'Sullivan
G. Tapling
G. Ward, Jr.



TO: Distribution

FROM: Contract Processes Coordinator

DATE: October 6, 1992

RE: Agreement between the Chicago Transit Authority
and IBEW, Local 134 concerning Electrical
Workers assigned to Skokie Shops

Attached please find a fully executed agreement which establishes a new job classification of Electrical Worker - Electronics Room, Job Schedule No. 5051 at Skokie Shops.

In brief, the agreement eliminates the electronics portion of the pre-employment exam, it establishes a procedure to fill future vacancies in the Electronics Room, and it provides avenues to transition FTP Electrical Unit Assemblers to FTP Electrical Worker positions and FTT Capital Electrical Unit Assemblers to FTT Capital Electrical Worker positions.

It should be noted that this agreement is effective September 28, 1992 and affects only employees assigned to Skokie Shops. The rate paid to either Electrical Worker classification is the current journeyman rate of pay.

Please take the necessary action to implement this agreement.

A handwritten signature in black ink, appearing to read "Ann Murphy Gaughan".
Ann Murphy-Gaughan

Approved:

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

James E. Bidwill, Manager
Contract Administration

AMG/ab

cc: A. Allen
L. Bretz
B. Chavers
T. Czech
W. Mooney
M. O'Sullivan
G. Ward, Jr.

J. Bidwill
R. Brown
M. Cook
R. Juvinal
R. Reule
G. Tapling
AMG Corres.

**THE CHICAGO TRANSIT AUTHORITY
POSITION DESCRIPTION**

Job Schedule #:	0970	Grade:	Hrly	Union Affiliation:	134
Position:	Electrical Worker – 0970				
Department:	Bus-Rail Maintenance				
Location:	Bus Shops and Rail Vehicle Shops				
Reports To:	Foreman Electrical Workers				
Safety Sensitive Position:	Yes	Date:	June 1, 2002		

POSITION SUMMARY

Performs various duties relative to the repair of electrical and electronic components in buses and rail vehicle equipment.

PRIMARY RESPONSIBILITIES

% time	
1	Wires and rewires vehicles according to blueprints and written or oral instructions.
2	Inspects, dismantles, replaces, repairs, rebuilds, adjust, overhauls, controls, A.C. and D.C. motors, motor generators, motor alternators, armatures, stators, solenoids, storage batteries, and other electrical and electronic components, e.g. PA amplifiers, horn amplifiers, low voltage power supplies and various printed circuit boards.
3	Adjusts and tests contactors, relays, motors, field coils and other equipment.
4	Applies and bakes protective sealants to electrical equipment.
5	Locates and corrects troubles in electrical circuits or equipment.
6	Reads and interprets blueprints and schematic drawings and utilizes small hand and power operated tools.
7	Takes accurate measurements and instrument readings.
8	Operates and interprets electrical testing equipment necessary to troubleshoot, repair and adjust electrical systems.
9	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 submit to and pass drug and alcohol testing as mandated by the Federal Transportation Administration.
- Must pass applicable tests.
- Must pass a physical examination and perform the physical activities associated with this position.
- Required to possess a knowledge of the equipment operated by the Authority.
- Must be familiar with the correct tools and machinery used in the repair and maintenance of rail

- vehicle cars and buses.
- Required to be competent in the use of small hand and power operated tools and proficient in the use of electrical testing and measuring equipment such as oscilloscopes, function generators, frequency counters and digital multimeters.
 - Must possess a thorough knowledge of electrical and electronic theory.
 - Minimum of five years of verifiable work experience in a recognized shop, inspecting, testing, repairing and rebuilding electrical and/or electronic components and equipment.

WORKING CONDITIONS

- Works with or near baking and drying equipment producing heat measuring 350 degrees or more.
- Works with coating varnish and other sealants and is exposed to shop noise and dust.
- Supplies own hand and power operated tools.
- Occasionally required to work outside, subject to varying weather conditions.

PHYSICAL DEMANDS

- Required to lift, carry and maneuver material weighing up to 80 pounds.
- Must have good eyesight and distinguish colors.

EQUIPMENT, TOOLS, AND MATERIALS UTILIZED

-

**THE CHICAGO TRANSIT AUTHORITY
POSITION DESCRIPTION**

Job Schedule #:	0970	Grade:	Hrly	Union Affiliation:	134
Position:	Electrical Worker-5051				
Department:	Bus-Rail Maintenance				
Location:	Bus Shops and Rail Vehicle Shops				
Reports To:	Foreman Electrical Workers				
Safety Sensitive Position:	Yes	Date:	May 31, 2002		

POSITION SUMMARY

Overhauls, repair damage and performs diagnostic tests to electrical and electronic systems on rail car vehicles. Perform diagnostic evaluations and rebuilds various electrical and electronic equipment.

PRIMARY RESPONSIBILITIES

% time	
1	Rewires, wires and overhauls rail car vehicles according to blueprints and written or oral instructions.
2	Locates and corrects trouble in electrical and electronic and microprocessor circuits or equipment during the repair or overhaul of rail cars.
3	Inspects, repairs, rebuilds, overhauls, tests and adjusts control groups; inverters, motor alternator control systems, printed circuit boards, low voltage power supplies, PA and horn amplifiers and microprocessor control devices and systems, and other electrical, electronic and microprocessor units.
4	Performs HVAC unit wiring; truck wiring testing and troubleshooting.
5	Rewinds armatures and performs final testing of assembled traction motors and motor alternators.
6	Reads and interprets blueprints and schematic drawings and utilizes hand and power operated tools.
7	Takes accurate measurements and instrument readings
8	Operates and interprets electrical testing equipment necessary to troubleshoot, repair and adjust electrical systems.
9	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 submit to and pass drug and alcohol testing as mandated by the Federal Transportation Administration for safety sensitive positions.
- Must pass applicable written and practical tests in electronics repair work in order to become qualified to this position.

- Required to possess a thorough knowledge of the electro-mechanical aspects of rail car and work train equipment operated by the Authority.
- Must be familiar with the tools and machinery used in the repair and maintenance of rail vehicle cars.
- Required to be proficient in the use of hand and power operated tools used in electro-mechanical maintenance and repair and adept in the use of electrical testing and measuring equipment such as oscilloscopes, function generators, frequency counters, digital multimeters, surge testers, continuity testers and other specialized test equipment.
- Must possess a thorough knowledge of electrical and electronic theory.
- Must pass a physical examination and perform the physical activities associated with this position.

WORKING CONDITIONS

- Occasionally works with or near baking and drying equipment producing heat measuring 350 degrees or more.
- Occasionally works with varnish coatings and other sealants and is exposed to usual shop noise and dust.
- Supplies own hand and power operated tools.
- Occasionally required to work outside, subject to varying weather conditions.
- Employees within this classification may be required to perform some or all of the duties of Electrical Works within Job schedule 0970

PHYSICAL DEMANDS

- Required to lift, carry and maneuver material weighing up to 80 pounds.
- Must have good or corrected eyesight and distinguish colors.

EQUIPMENT, TOOLS, AND MATERIALS UTILIZED

-

AGREEMENT

This Agreement, made this 12th day of June, 1993, by and between the Chicago Transit Authority ("the Authority") and Local Union 134, International Brotherhood of Electrical Workers ("the Union"),

WITNESSES:

WHEREAS, certain Electrical Workers represented by the Union are engaged in duties concerned with repairing and maintaining wheelchair lifts on handicapped-accessible buses; and

WHEREAS, these duties require specialized training; and

WHEREAS, the parties agree that the nature of the duties is such that a premium is appropriate for the performance of such duties; and

WHEREAS, the parties agree that the establishment of such a premium is not intended to create a precedent for performance of duties other than the repairing and maintaining of wheelchair lifts on handicapped-accessible buses;

NOW, THEREFORE, the parties agree as follows:

1. Electrical Workers who have been trained in and assigned to the duties of bus wheelchair lift maintenance and repair will receive a premium of twenty-five cents (\$.25) per hour for each hour or portion thereof that they are engaged in the performance of such specialized duties.

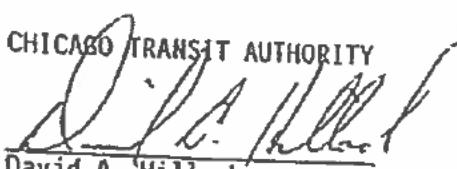
2. This agreement and the premium payments set forth in paragraph one, above, are retroactive to the pay period beginning closest to March 1, 1992.

3. This agreement and its terms and conditions apply only to the present issue of wheelchair lift premiums and have no applicability to any other issue between the parties. The Authority and the Union specifically agree that this agreement shall not be used as a precedent in any future discussions, negotiations, arbitrations, administrative or legal proceedings, except as may be necessary to enforce the provisions hereof.

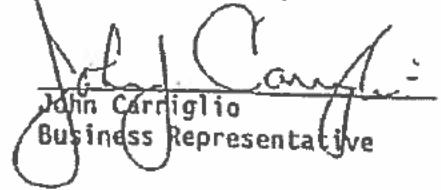
THIS AGREEMENT is signed this 12th day of June, 1993 in the City of Chicago, Cook County, Illinois.

BY:

CHICAGO TRANSIT AUTHORITY


David A. Hillock
Vice President
Bus Operations

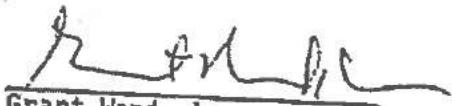
LOCAL 134, I.B.E.W.


John Carriglio
Business Representative

WHEELCHAIR LIFT PREMIUM
AGREEMENT - CTA & LOCAL 134
 , 1993



Dennis Milicevic
General Manager
Bus Heavy Maintenance



Grant Ward, Jr.
General Manager
Industrial Relations

No. 9: Full-Time Temporary Capital Transfer
Agreement

AGREEMENT

THIS AGREEMENT, made this 3, m day of Aug, 1995, by
and between the Chicago Transit Authority ("the Authority") and Local 134,
International Brotherhood of Electrical 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 Electrical Workers
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
Electrical Worker 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 Electrical Workers
(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 Electrical Worker
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 Electrical Worker 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.

FTTElec.doc
May 12, 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 Electrical Worker 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.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 134

CHICAGO TRANSIT AUTHORITY

John J. Cawley

Louis C. Sanford
Senior Vice-President,
Operations

Thomas W. Gehr
Vice-President,
Human Resources

Gene West
General Manager,
Industrial Relations

Originated by: J. E. Beale
Manager,
Contract Administration

AGREEMENT

THIS AGREEMENT, made this 19 day of July, 1996, by and between the Chicago Transit Authority ("the Authority") and Local 134, International Brotherhood of Electrical Workers ("the Union"),

WITNESSES:

WHEREAS, the Authority has determined the need to establish the new position of High Speed Encoder Technician; and

WHEREAS, the parties are in agreement that this new position should be within the bargaining unit jurisdiction of the Union; and

WHEREAS, the parties recognize that the duties and responsibilities of the new position are subject to change as the Automated Fare Collection System, of which the High Speed Encoder operation is a component, continues to be developed and instituted; and

WHEREAS, the parties wish to set forth their agreement in a manner which does not present a precedent for any present or future matter;

NOW, THEREFORE, the parties agree as follows:

(1) The High Speed Encoder Technician position is established within the bargaining unit jurisdiction of the Union. Nothing herein requires the Authority to staff such a position or positions.

(2) The job description of the High Speed Encoder Technician is attached hereto and incorporated by reference herein. However, the parties recognize that the actual duties of this position may well change over time, and agree to meet from time to time to re-evaluate the duties, working conditions and responsibilities of the position and the wage rate of the position, set forth in paragraph 3, below.

(3) As of the date of this agreement, the pay rate of the High Speed Encoder Technician will be equivalent to that of the positions of Testing Engineer II and Revenue Systems Engineer II, which, as of this date, is a basic monthly rate of \$3,912.02, a biweekly rate of \$1,805.55, and an hourly rate of \$22.569. This rate will be increased at the same time and by the same amount as increases in the Testing Engineer II and Revenue System Engineer II rates.

(4) As the Automatic Fare Collection System develops, the Authority may, in its sole discretion, determine that more employees are required to perform duties as part of the High Speed Encoder process. In such event, such employees' union affiliation, wage rate, duties and other terms and conditions of employment will be the subjects of negotiations between the parties, and nothing herein shall apply to such subjects unless specifically agreed to.

(5) This agreement is limited to the subject matter hereof, and shall not be used as a precedent in any present or future discussions, negotiations, arbitrations, actions at law as in equity, or in any judicial or administrative forum, except as may be necessary to enforce the provisions hereof.

This agreement is made this 18th day of July, 1996, at Chicago, Illinois.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 134

Michael J. Telloyo
Business Representative

CHICAGO TRANSIT AUTHORITY

William C. Grueter
Senior Vice-President/Treasurer
Finance & Capital Management

James W. Czel
Vice-President
Human Resources

Paul M. L. Brown
General Manager, Industrial Relations

John M. F.
Manager
Pass Operations and Control

Originated by:

John E. B. Smith
Manager, Contract Administration

/s

D. R. K.
General Manager
Treasury

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Job Descriptions: 5763

DOOC

JOB

AUTH UNION DATE EST DATE REV
LEVEL AFFIL YYYYMMDD YYYYMMDD

*SCHD.JOB TITLE

5763 HIGH SPEED ENCODER TECHNICIAN HRLY .0134 960411

.5763 HIGH SPEED ENCODER TECHNICIAN

*DIV: ADMIN-GROUP: FINANCE-DEPT.: TREASURY/PASS OPERATIONS

*LOCATION: 901 WEST DIVISION

*REPORTS TO: MANAGER PASS OPERATIONS

*ANALYST: C MCLEAN

*APPROVED: *David R. Kuyer*

POSITION SUMMARY:

Operates, monitors and controls pass encoding equipment in accordance with established routines and procedures; directs, instructs and trains new and established operators in the operation of high-speed encoding(hse) equipment for the production of stored value, access and identification cards, and in the packaging of fare media.

PRIMARY DUTIES AND RESPONSIBILITIES:

Serves as the primary operator of High Speed Encoder(HSE) equipment.

Assists in determining appropriate equipment settings and operating instruction for the High-speed Encoder and related materials.

Provides ongoing training, instruction and advice to staff in the operation of HSE, inventory procedures, and production of stored value, access and identification cards.

Monitors and controls the operation of HSE equipment.

Reviews operational instructions, determines correct machine application, and makes changes as appropriate.

Performs timely audit procedures and maintains accurate records of all defective fare media processed.

Troubleshoots and resolves equipment problems as necessary.

Resolves minor encoder hardware/software problems.

Informs appropriate personnel of problems with computer hardware and software that cannot be corrected through regular procedures.

Establishes and maintains inventories and perpetual audits of stock materials used for the pass encoding and packaging process.

Sets aside defective materials for accurate inventory control.

Prints special forms and reports as directed.

Monitors communications network and online systems to ensure correctness of coded information and instructions.

Checks operating room conditions to ensure optimum ventilation and temperature.

Maintains records and logs of machine operation data.

Loads input and output units with appropriate stock for operating room.

Codes and controls output material data and maintains disks to ensure retention of critical information in various libraries and files.

Performs rudimentary first-line maintenance on encoding equipment.

POSITION REQUISITES:

Required to possess the skills necessary to operate and direct other the use of the high-speed encoder.

Must have thorough knowledge of all phases of the Authority's pass operations.

Required to possess the skills necessary to understand and execute complex oral and written instructions relating to the operation of electronic computer-aided encoding equipment.

Must possess the knowledge and skills necessary to operate mainframe personal computer systems to develop and maintain business applications using appropriate hardware and software, particularly relational databases such as FoxPro, Access And Paradox.

Required to possess a temperament suitable for maintaining effective relations with various levels of Authority personnel and external contacts.

Required to possess the knowledge and skills necessary to execute by production and development operations related to the high-speed encoder.

Must possess the discretion necessary to work with confidential information.

Must possess a knowledge of the procedures and techniques of inventories control.

EDUCATIONAL REQUISITE:

Required to possess a Bachelor's Degree in Engineering, Computer Science, or a combination of education and experience relating to the position.

EXPERIENCE REQUISITE:

Must possess prior experience as a Systems Technician or comparable position.

WORKING CONDITIONS:

May work various hours and days to meet production needs.

Exposed to noise from encoders and packaging machinery.

Regularly lifts boxes weighing up to 50 pounds.

Position involves frequent standing and walking.
Subject to exposure to hazardous materials.
May be required to wear security clothing.

..... END REPORT

AGREEMENT

THIS AGREEMENT, made this 24 day of October, 1996, by
and between the Chicago Transit Authority (hereinafter, "the Authority") and the International
Brotherhood of Electrical Workers, Local 134 (hereinafter, "the Union"),

WITNESSES:

WHEREAS, the Authority and the Union wish to define the scope of work for which the "A" Electrician hourly wage rate will be paid as distinguished from the scope of work for which the "B" Electrician hourly wage rate will be paid.

NOW, THEREFORE, the parties agree as follows:

1. All electricians represented by the Union will receive the "A" Electrician hourly wage rate when performing "A" work, as defined herein, and will receive the "B" Electrician hourly wage rate when performing "B" work, as defined herein.
2. Types of work and the rates to be paid therefore are categorized as follows:

- A. Escalator Service By the terms of this Authority-Union Wage and Working Conditions Agreement presently in effect, Escalator Servicemen are to receive the "A" Electrician hourly wage rate.
- B. New Construction Creation of new electrical equipment or installation of new electrical facilities where none has existed before is defined as new construction and Electricians performing such work will receive the "A" Electrician hourly wage rate for such work. The maintenance construction electrical group shall continue to receive the "A" rate of pay.
- C. Demolition and/or Removal Demolition and/or removal of electrical equipment or facilities without replacement or substitution shall receive a "B" rate of pay. It is noted that Electricians are guaranteed such work only if the material removed is to be reused.
- D. Upgrading of Capacity Upgrading occurs when electrical equipment or facilities are replaced by units of greater capacity and concurrent alterations are made to use such greater capacity. Such upgrading work is "A" work. However, if a unit of greater capacity is installed only as a substitution for a unit of lower capacity without concurrent alterations to improve service capacity, such installation is considered to be a replacement and is "B" work. All conduit work, recircuity for a permanent service and bus bar alteration associated with the upgrade are "A" work and the electrician performing the work shall receive "A" rate of pay.

- E. Relocation/Replacement Replacement is the substitution of new like-in-kind equipment or facilities for original equipment or facilities. Like-in-kind equipment or facilities will not necessarily be identical to the original equipment or facilities, but will not necessitate an increase in service capacity. Replacement also includes removal and reinstallation of the same or like-in-kind facilities or equipment as an element of remodeling or renovation performed by other employees or contractors. Such replacement work is "B" work. If such replacement entails relocation of facilities or equipment which requires more than two lengths of pipe (heavy wall or thin wall) to move the equipment from the original site or upgrading the service capacity of the facilities or equipment, the work is "A" work.
- F. Renovation/Remodeling Renovation or remodeling of electrical equipment or facilities involves a combination of work described in paragraphs B through F and pay rates shall be determined as so described therein. Recircuity as part of renovation or remodeling of a facility or equipment is "A" work.
- G. Special Work Any future technological advances or work that may require special and/or additional training will be discussed between Union and Management. Work presently paying "A" rate will continue to pay the "A" rate. For example, this includes but is not limited to "A" Construction, Bus Bar Bending, and Fiber Optics.
- H. The Authority will not hold "B" electricians who are not properly trained to CTA pipe bending standards until they are properly trained.

This Agreement is made this 2nd day of October, 1996, at Chicago, Illinois by:

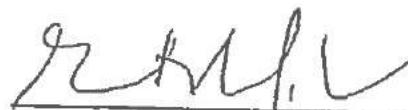
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 134

Michael Fedanzo
Michael Fedanzo
Business Representative

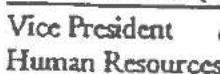
CHICAGO TRANSIT AUTHORITY

Hector A. Sosa
Vice President
Construction and Maintenance

Agreement
IBEW, Local 134
Page 3 of 3

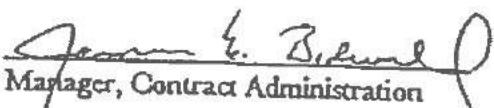


R.M.L.
General Manager
Industrial Relations Department


D. M. Goss

Vice President
Human Resources

Originated by:


Jason E. Blevins
Manager, Contract Administration

JEB/abf

No. 12: High Speed Encoder Assistant
Agreement

AGREEMENT

THIS AGREEMENT, made this 17th day of September, 1998, by and between the Chicago Transit Authority ("the CTA") and Local 134, International Brotherhood of Electrical Workers ("the Union").

WITNESSES

WHEREAS, the CTA is in the process of establishing the new position of High Speed Encoder Assistant; and

WHEREAS, the parties are in agreement that this new position should be within the bargaining unit jurisdiction of the Union; and

WHEREAS, the parties recognize that the duties and responsibilities of the new position are subject to refinement; and

WHEREAS, the parties wish to set forth their agreement in a manner which does not set a precedent for any present or future matter;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. The High Speed Encoder Assistant position is established within the bargaining unit jurisdiction of the Union. Nothing herein requires the CTA to staff this position.

2. The job description of the High Speed Encoder Assistant is attached hereto and incorporated by reference herein. It is subject to revision from time to time upon notice to the Union and an opportunity to meet and agree upon such revisions.

3. As of the date of this agreement, the initial and progression pay rates of the High Speed Encoder Assistant will be those of an Engineering Assistant hired or transferring into the bargaining unit on or after December 26, 1990. The rates will change at the same time and by the same amount as changes in the Engineering Assistant's rates. As of the date of this agreement, the initial and progression rates of High Speed Encoder Assistant are as follows:

<u>Progression Period</u>	<u>Monthly</u>	<u>Bi-weekly</u>	<u>Hourly</u>
1-12 months	\$2,930.86	\$1,352.70	\$16.909
13-24 months	3,126.25	1,442.88	18.036
25-36 months	3,321.64	1,533.06	19.163
37-48 months	3,517.03	1,623.24	20.291
Thereafter	3,907.81	1,803.60	22.545

4. This agreement is limited to the subject of the High Speed Encoder Assistant position, and shall not be used as a precedent in any present or future matters, issues, controversies, discussions, negotiations, grievances, arbitrations, complaints, actions at law or in equity, or in any judicial or administrative forum.

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

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 134

Michael Feduny
Business Representative

CHICAGO TRANSIT AUTHORITY

Dave L
Senior Vice-President
Budget and Capital Finance

D.R.K
General Manager
Treasury

Donald W. Gail
Vice-President
Employee Services

Peter J. L
General Manager
Industrial Relations

**THE CHICAGO TRANSIT AUTHORITY
POSITION DESCRIPTION**

Job Schedule #:	5890	Grade:	Hrly	Union Affiliation:	0134
Position:	High Speed Encoder Assistant				
Department:	Treasury				
Location:	901 West Division				
Reports To:					
Safety Sensitive Position:		Date:	May 31, 2002		

POSITION SUMMARY

Operates, monitors and controls pass encoding equipment at the direction of the High Speed Encoder Technician and management personnel.

PRIMARY RESPONSIBILITIES

% time	
1	Serves as the secondary operator of High Speed Encoder (HSE) equipment.
2	Assists in determining appropriate equipment settings and operating instruction for the High-Speed Encoder and related equipment.
3	Assists High-Speed Encoder Technician in monitoring and controlling the operations of HSE Equipment.
4	Assists in the audit performance of procedures and maintains accurate records of all defective fare media processed.
5	Troubleshoots and resolves equipment problems.
6	Resolves minor encoder hardware/software problems.
7	Informs supervisor and management personnel of problems with computer hardware and software that cannot be corrected through regular procedures.
8	Maintains inventories and perpetual audits of stock materials used for the pass encoding and packaging process.
9	Sets aside defective materials for accurate inventory control.
10	Prints special forms and reports as directed.
11	Monitors communication network and online systems to ensure correctness of coded information and instructions.
12	Checks operating room conditions to ensure optimum ventilation and temperature.
13	Assists the High Speed Encoder-Technician in maintaining records and logs of machine operation data.
14	Loads input and output units with appropriate stock for operating runs.
15	Codes and controls output material data and maintains disks to ensure retention of critical information in various libraries and files.
16	Performs rudimentary first-line maintenance on encoding equipment.
17	Assists in the packaging of encoded fare cards.
18	Performs the duties of the High Speed Encoder Technician in the Technician's absence.
19	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 possess the skills necessary to operate the high-speed encoder.
- Must have a general knowledge of all phases of the Authority's Fare Media operations.
- Required to possess the skills necessary to understand and execute complex oral and written instructions relating to the operation of electronic computer-aided encoding equipment.
- Must possess the knowledge and skills necessary to operate mainframe and personal computer systems to develop and maintain business applications using appropriate hardware and software, particularly relational databases such as FoxPro, Access and Paradox.
- Required to possess a temperament suitable for maintaining effective relations with various levels of Authority personnel and external contracts.
- Required to possess the knowledge and skills necessary to execute both production and development operations related to the high-speed encoder.
- Must possess a knowledge of the procedures and techniques of inventory control.
- Required to possess a Bachelor's Degree as an Engineering, Computer Science, or a combination of education and experience relating to this position.
- Must possess prior experience as an Engineering Assistant or comparable position.

WORKING CONDITIONS

- May work various hours and days to meet production needs.
- Exposed to noise from encoders and packaging machinery.
- Regularly lifts boxes weighing up to 50 pounds.
- Position involves frequent standing and walking.
- Subject to exposure to hazardous materials.
- May be required to wear security clothing.

PHYSICAL DEMANDS

-

EQUIPMENT, TOOLS, AND MATERIALS UTILIZED

-



Chicago Transit Authority

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

June 25, 1999

Mr. Mike Fedanzo
Business Representative
International Brotherhood of Electrical Workers
Local 134
600 West Washington Street
Chicago, Illinois 60606

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

Dear Mr. Fedanzo:

As we have discussed, the Authority has received capital improvement funding for numerous projects at Skokie Shops.

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

The Authority cannot commit to retaining these temporary employees beyond the depletion of the capital funding. However, we recognize that the duration of the new projects is such that we could not expect full-time temporary employees to work an extended period of time without benefits. The Union and the CTA faced a similar situation in 1990 and agreed on a "FTTC" program, 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 1990 agreement.

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

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

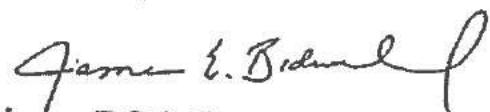
Mike Fedanzo
Page 2
June 25, 1999

- a. For example, an employee hired on April 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 April 1st-July 1st scenario, the FTTC employee and his or her dependents are eligible for hospital and medical benefits on October 1st, just as any other employee who became permanent on July 1st.
3. As stated above, the FTTC employees will not be given pension credit nor be required to make pension contributions.
4. In the event full-time permanent positions become available during the capital projects period, FTTC employees with an acceptable record will be given first preference for such open positions (unless such preference would raise promotion and/or transfer issues, in which case the Union and the Authority will agree on a mutually acceptable method of assigning preferences). The FTTC employee will be placed in the position and will be given credit for the period spent as an FTTC. For example, if the employee has been an FTTC for six months or more, he will immediately become a full-time permanent employee.
5. In the event that the FTTC employee cannot be placed in a full-time permanent position at the time that the capital project work to which he is assigned concludes, he or she will be required to resign or be administratively separated.
6. Any qualified reference submitted by the Union for the FTTC positions will be given first preference for hiring into those positions. To be considered qualified, an applicant must satisfy all the criteria and fulfill all of the obligations required for placement in a journeyman position with the Authority. Please keep in mind the Authority's affirmative action commitments.

Mike Fedanzo
Page 3
June 25, 1999

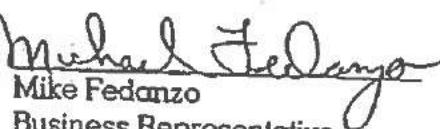
If the above is acceptable to the Union, please so indicate by signing below and returning one of the two duplicate originals to me. (The second original is for your records.) If you have any questions, please contact me immediately.

Very truly yours,



James E. Bidwill
Contract Administration

JEB/las



Mike Fedanzo
Business Representative
International Brotherhood of Electrical Workers
Local 134



No. 14: Additional Testing Engineer
Classification for West Shops

Chicago Transit Authority

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

April 23, 2001

Mike Fedanzo
Business Representative
International Brotherhood of
Electrical Workers
Local Union 134
600 West Washington Boulevard
Chicago, Illinois 60661

Re: Additional Testing Engineer Grades

Dear Mr. Fedanzo:

The Authority proposes to add two grades to the Testing Engineer classification within your bargaining unit.

Presently, there are four positions with the Testing Engineer classification. Their pay rates are as follows:

<u>Title</u>	<u>Monthly Rate</u>	<u>Hourly Rate</u>
Testing Engineer	\$3,451.74	\$19.914
Testing Engineer I	4,105.32	23.685
Testing Engineer II	4,265.87	24.611
Testing Engineer III	4,431.21	25.565

We propose to add the grades of Testing Engineer IV and Testing Engineer V. Job descriptions are attached.

We propose to link the pay rate of the Testing Engineer IV classification to the Local 134 'A' Electrician rate, which I believe is currently \$30.50 per hour.

We propose to link the Testing Engineer V pay rate to the Local 134 'A' Electrician Foreman rate plus \$1.50 per hour, which, assuming the present rate is \$32.50, would equate to \$34.00.

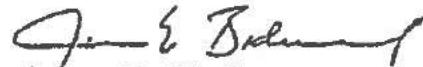
The pay rate of the Testing Engineer IV would increase at the same time and by the same amount as an 'A' Electrician. The rate of the Testing Engineer V would increase at the same time as that of an 'A' Electrician Foreman and by the same amount plus \$1.50 per hour.

These two positions become the fourth and fifth Testing Engineer levels. Present Testing Engineers can advance into these levels. A Testing Engineer III with two years experience at that level can be recommended by the Senior Power Engineer for promotions to Testing Engineer IV. Through similar criteria, a Testing Engineer IV can become a V.

If the above proposal is acceptable to the Union, please so indicate by having the space provided below signed by the appropriate Union official. (You know better than I whether or not that should be you or the Business Manager.)

If you have any questions, comments or problems please contact me at your earliest convenience.

Very truly yours,



James E. Bldwill
Contract Administration

Agreed:



Title: Business Representative Date: 4/27/01
International Brotherhood of Electrical Workers
Local Union 134

JEB/ab
Attachment

2001-07-Nov-00 09:50:40 RID 1292D 29 NOV 00 DUQUE

6054

JOB AUTH UNION DATE EST DATE REV
SCHD. JOB TITLE LEVEL AFFIL YYYYMMDD YYYYMMDD
6054 TESTING ENGINEER IV HRLY 134 001128
6054 TESTING ENGINEER IV (SAFETY SENSITIVE POSITION)
DEPARTMENT: SYSTEMS MAINTENANCE SUPPORT-TECHNICAL SUPPORT
REPORTS TO: SENIOR POWER ENGINEER
LOCATION: 312 SOUTH FRANKLIN AND VARIOUS FIELD LOCATIONS
ANALYST: E DUQUE

APPROVED AS Noted Date APPROVED:

BASIC FUNCTION:

Investigates electrical and mechanical problems related to construction and maintenance equipment. Provides technical support and assistance to various Authority departments. Provides direction and assistance to Testing Engineers I, II and III.

PRIMARY DUTIES AND RESPONSIBILITIES:

Tests and calibrates various electrical and electronic devices and equipment in the substations, subways, and other Facilities Maintenance Sections.

Investigates, diagnoses and coordinates problems related to electrical conversion, distribution and control systems within facilities owned and/or operated by the Authority.

Develops and reviews testing procedures and standards involving the Authority's electrical, electronic and electromechanical equipment.

Assures that procedures and standards are being adhered to by subordinate engineers.

Develops and reviews specifications for new equipment purchases.

Acts as project manager or resident engineer for various Capital Improvement and Maintenance projects.

Evaluates infrastructure needs and recommends or initiates capital improvement efforts.

Develops and coordinates special projects such as asbestos abatement, third rail geometry tests, PLC retrofits, equipment modifications, etc.

Represents the Authority at field inspections of contract construction to assure adherence to specification requirements.

Interacts with Authority departments and external contacts.

Investigates causes of corrosion on underground structures and determines actions needed to mitigate damage.

Determines cause of equipment failures and recommends measures to prevent re-occurrence.

'Directs maintenance staff on non-routine repairs and modifications of equipment.

Assists safety department in accident investigations and safety related incidents.

Performs design modifications and/or new design of electrical circuits and apparatus as needed to maintain Authority operations.

Reviews and approves design modifications submitted by subordinate engineers.

Provides cost estimates and implements design changes.

Evaluates and develops software for the Authority's maintenance purposes.

Updates blueprints and CAD drawings to reflect field conditions.

Repairs test instrument and electronic equipment.

Prepares written reports on field surveys, test results and infrastructure needs.

Supervises and coordinates less experienced Testing Engineers.

Sets up and runs emergency generators during power outages.

Is on 24 hour call for emergency overtime.

Directs department personnel during emergencies.

Acts as Senior Power Engineer during the Senior Power Engineer's absence.

Performs other duties as assigned.

POSITION REQUISITES:

Required to submit to and pass drug and alcohol testing as mandated by the Federal Transportation Administration for safety sensitive positions.

Required to have a thorough knowledge of electrical theory and its application to the testing and troubleshooting of electrical and electronic apparatus and components.

Must have a theoretical and practical understanding of electromechanical functions.

Required to have a thorough understanding of the operating principles of electrical apparatus routinely tested.

Must have the skills and attributes necessary to accurately draw, read, interpret, and modify schematic diagrams and blueprints.

Must have the skills necessary to communicate clearly and comprehensively, both orally and in written reports.

Must possess the knowledge and skills necessary to competently operate personal computer systems to develop and maintain engineering and business applications using software such as Word, Excel, C++, Access, Office and AutoCAD.

Required to possess a suitable temperament and disposition to maintain amiable and effective working relationships with various departments of the Authority and outside contacts.

Required to understand microprocessor theory and design of logic circuits and their application to equipment controls.

Required to be familiar with various phases of contract construction and their interaction with other departments.

Must have a thorough knowledge of the Authority's electrical and distribution system and substation electrical drainage systems.

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

Must have a valid Illinois driver license.

Must pass applicable tests.

EDUCATIONAL REQUISITE:

Required to have a Bachelor's Degree in Electrical Engineering or a combination of education, training and experience relating to this position.

EXPERIENCE REQUISITE:

Must have a minimum of 2 (two) years experience as a Testing Engineer III.

Must have excelled as a Testing Engineer III and demonstrated his/her ability to conquer challenges and make consistent contributions in areas not generally required from a Testing Engineer III.

PHYSICAL DEMANDS:

Extensive standing and walking.

Required to climb ladders, bend, and stoop.

Must lift and carry testing instruments weighing up to 50 pounds.

WORKING CONDITIONS:

Works in close proximity to electrical apparatus which are energized in excess of 12,000 volts AC and 600 volts DC.

• Works out of doors, in substations, in shops and garages and other facilities throughout the CTA system.

Works in a laboratory or office environment.

May work near moving trains and other vehicular traffic.

Occasionally exposed to usual shop and field conditions, e.g. electrically energized conductors, moving trains and other vehicular traffic, construction noise and dust, machinery, existing weather conditions, etc.

..... END REPORT



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

Mr. Michael Fedanzo
Business Representative
International Brotherhood of
Electrical Workers, Local 134
600 West Washington Boulevard
Chicago, Illinois 60661

November 21, 2001

**Re: Agreement - Full-Time Temporary Capital
('FTTC') Revenue Systems Engineer I**

Dear Mr. Fedanzo:

In accordance with our discussions, the Authority has received capital improvement funding for the development and implementation of the Fare Box System Replacement Project at 901 W. Division, Revenue Equipment Technology and Maintenance Department ('RETMD').

As a result of this funding, the Authority is prepared to hire a Full-Time Temporary Capital ('FTTC') employee for the position of Revenue Systems Engineer I within Local 134's bargaining unit. At this time, the Authority requires one (1) position, and the duration of the project is expected to continue for approximately three (3) years.

The Union and the CTA faced similar situations in 1990 and 1999 at Skokie Shops. On both occasions, Local 134 and the CTA agreed to an FTTC program, which proved to satisfy the interests of the CTA, the Union, and its members. We have tentatively agreed to a new FTTC program for Revenue Equipment Technology and Maintenance Department based on the 1990 and 1999 agreement.

The parties have agreed as follows:

1. Applicant, Michael A. Washington, will be hired into the position of FTTC Revenue Systems Engineer I;
2. FTTC Revenue Systems Engineer I hire status is contingent upon satisfactory completion of all Authority hiring requirements, including, but not limited to medical, drug/alcohol testing, standard testing for all hires, and other requisites as applicable.
3. For the purposes of this program only, the Engineering test for the FTTC Revenue Systems Engineer I position will be waived on a non-precedent setting basis.

Mr. Fedanzo, Local 134
FTTC Revenue Systems Engr. I
November 21, 2001
Page 2 of 5

4. The rate of pay for the FTTC Revenue Systems Engineer I position will be the same as the non-capital Revenue Systems Engineer I rate which is currently \$23.043 per hour. All contractual rate increases and job progression increases apply.
5. The FTTC program does not provide any guarantees of full-time permanent ('FTP') or full-time temporary ('FTT') employment.
6. Should capital funding no longer be available or the position no longer be available as determined by the Authority, all FTTC employees will be required to resign or be administratively separated.
7. At the completion of three (3) months, the FTTC employee's work record will be evaluated and, if acceptable, the employee will continue as a full-time temporary capital (FTTC) employee; however, for the purpose of benefit eligibility only, the employee will be treated as if he had become a full-time permanent ('FTP') employee.
8. The employee will be eligible to receive FTP benefits (with the exception of pension eligibility or service years credit for pension purposes). In other words, effective upon satisfactory completion of three (3) months in the FTTC program, the FTTC Revenue Systems Engineer I, will begin to receive benefits under the terms and conditions of the CTA-Local 134 Wages and Working Conditions Agreement (i.e., actual days worked during the calendar year will be counted towards the 200 work-day requirement to become eligible for vacation; contractual holiday benefits; FTP employees' group insurance package under the same terms as a newly hired full-time permanent employee, etc.).
9. For clarification of the above, the following example is provided below:
10. An employee hired as an FTTC Revenue Systems Engineer I on December 1st will continue to be an FTTC employee on and after December 1st; however the employee will be ineligible for FTP holiday benefits until March 1st of the following year. The employee will be ineligible for Christmas Day or the day before Christmas day, since under the terms of the contract, no holidays 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 March 1st.

Mr. Fedanzo, Local 134
FTTC Revenue Systems Engr. I
November 21, 2001
Page 3 of 5

11. Given the above December 1st-March 1st (3-month) scenario, the FTTC employee and his or her dependents are eligible for hospital and medical benefits on June 1st, just as any other employee who became permanent on March 1st.
12. Neither the FTTC employee nor Authority makes contributions to the pension plan.
13. FTTC employees are not afforded pension credit. An FTTC employee does not accrue seniority. Company and/or bargaining unit seniority begin when the employee becomes an FTP employee.
14. In the event a FTP operating Revenue Systems Engineer I position becomes available during the capital project period, and, the FTTC employee has an acceptable work record, he will be afforded first preference for said open position.
15. First preference for said open position is contingent upon all existing Local 134 FTT and FTP eligible employees in the RETMC being afforded an opportunity for promotion and/or transfer.
16. Should there be any issues raised regarding FTTC promotion and/or transfer, the Authority and union agree to meet to discuss an acceptable method of assigning preferences.
17. An FTTC employee's FTP hiring is contingent upon his/her successful completion of all Authority hiring, testing and medical requisites, including, but not limited to the Engineering test applicable for Revenue Systems Engineer I position and other requisites as required by the Authority.
18. If afforded full-time permanent placement as a Revenue Systems Engineer I, the FTTC employee will be afforded, based on time worked as an FTTC, credit towards the contractual probationary period for all FTP hires.
19. The employee's contractual benefit date will remain the three-month date after his/her initial date of FTTC hire. The employee's pension eligibility will start one-year from his/her full-time permanent hire.
20. This agreement does not afford the FTTC employee the right to transfer as an FTTC to another Authority work location nor does it allow FTP hire to another work location.

Mr. Fedanzo, Local 134
FTTC Revenue Systems Engr. I
November 21, 2001
Page 4 of 5

21. Nothing in this agreement prohibits the employee from applying for any other job opportunities at the Authority; however, normal and customary hiring practices will apply.
22. The Authority and Union agree that the CTA can conclude this project at its discretion, and, in accordance with this agreement, any FTTC employee who is not rehired into a FIP position prior to the termination of the project will be asked to resign or be administratively terminated.
23. Any qualified job applicant/referral submitted by the union for the FTTC positions will be given first preference for hiring into capital positions. As always, the parties agree to keep in mind affirmative action commitments.

If the above is acceptable to the union, please indicate by signing below. Two originals are enclosed. Please return one original to this office and retain one original for your files. If you have any questions, please contact me on extension 3418.

Sincerely,

Diane Traxler
Diane Traxler, Acting Manager,
Contract Administration & Interpretation

Approved:

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

Approved:

Luis Cantu
Luis Cantu
General Manager, Revenue Equipment
Technology and Maintenance

Agreed:

Michael J. Fedanzo
Michael J. Fedanzo
Business Agent, International
Brotherhood of Electrical Workers,
I.B.E.W., Local 134

Dated: 1-28-02

Mr. Fedanzo, Local 134
FTTC Revenue Systems Engr. I
November 21, 2001
Page 5 of 5

Cc: R. Gierut
J. Flynn
L. Cantu
C. Morgen
M. K. McMahon
J. Gadomski
S. Finney
J. Mendoza
ER Staff
Agreement File
Local 134 File
DT Corres.



Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3655
Chicago, Illinois 60654
(312) 664-7200

November 21, 2001

Mr. Michael Fedanzo
Business Representative
International Brotherhood of
Electrical Workers, Local 134
600 West Washington Boulevard
Chicago, Illinois 60661

Re: Letter of Agreement concerning
 Revenue Systems Engineer IV and V
 Non-Posted Transfer

Dear Mr. Fedanzo:

As discussed, the Authority proposes to add two monthly-rated positions to the Revenue Systems Engineer classification within our bargaining unit.

Presently, there are three positions within the Revenue Systems Engineer classification. Their pay rates are as follows:

Title	Monthly Rate	Hourly Rate
Revenue Systems Engineer I	\$4,105.32	\$23.685
Revenue Systems Engineer II	\$4,265.87	\$24.611
Revenue Systems Engineer III	\$4,431.21	\$25.565

The Authority proposes to add the positions of Revenue Systems Engineer IV and Revenue Systems Engineer V (position descriptions attached).

This agreement will link the pay rate of the Revenue Systems Engineer IV classification to the Local 134 'A' Electrician rate, which we understand is currently \$30.650 per hour.

We propose to link the Revenue Systems Engineer V pay rate to the Local 134 'A' Electrician Foreman rate plus \$1.50 per hour, which, assuming the present hourly rate is \$33.650, would equate to \$35.150 per hour.

The pay rate for the Revenue Systems Engineer IV would increase at the same time and by the same amount as 'A' Electrician. The rate of the Revenue Systems Engineer V would increase at the same time as that of an 'A' Electrician Foreman and by the same amount plus \$1.50 per hour.

Michael Fedanzo, Local 134
Re: Revenue Systems Engr. IV and V
November 21, 2001
Page 2 of 3

These two positions become the fourth and fifth Revenue Systems Engineer levels. Present Revenue System Engineers can advance into these levels as described below:

- a) To qualify for the Revenue Systems Engineer IV position, candidates must have fulfilled the requirements for Revenue Systems Engineer III, have two years experience as a Revenue Systems Engineer III and be recommended by his/her immediate supervisor/manager for the promotion. The Revenue Systems Engineer IV reports to the Manager of Revenue Equipment Technology and works under the supervision of the Revenue Systems Engineer V.
- b) To qualify for the Revenue Systems Engineer V position, candidates must have fulfilled the requirements for the Revenue Systems Engineer IV, have two years experience as a Revenue Systems Engineer IV, and be recommended by his/her immediate supervisor/manager for the promotion. The Revenue Systems Engineer V reports to the Manager of Revenue Equipment Technology.
- c) The Authority retains sole discretion as to the number of positions to be filled and whether or not said positions are to be staffed.

Initial staffing changes as a result of these newly created positions will be as follows:

<u>Employee Name</u>	<u>Badge</u>	<u>Current Job Title</u>	<u>Proposed Job Title</u>
Chung-Chun Tam	7(1)(b)	Rev.Systems Engr.III	Rev.Systems Engr. V
Paul Moreno		Rev.Systems Engr.III	Rev.Systems Engr. IV
Christopher Julun*		Testing Engineer III	Rev.Systems Engr. III

*Christopher Julun is afforded a non-precedent setting, non-posted transfer from his current classification and rate of Testing Engineer III at West Shops to the classification and rate of Revenue Systems Engineer III at 901 West Division.

We trust that the above accurately reflects the understanding of the parties. Two originals are enclosed for your signature. Please sign both originals; retain one copy for your files and return the other signed original to my attention for implementation.

Michael Fedanzo, Local 134
Re: Revenue Systems Engr. IV and V
November 21, 2001
Page 3 of 3

Upon receipt of your signature of approval, these changes will be made effective October 29, 2001, the date of our verbal agreement via conference call.

If you have any questions or concerns, please contact me on extension 3418.

Sincerely,

Diane Traxler
Diane Traxler, Acting Manager,
Contract Administration & Interpretation

Approved:

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

Approved:

Luis Cantu
Luis Cantu
General Manager, Revenue Equipment
Technology and Maintenance

Agreed:

Michael J. Fedanzo
Michael J. Fedanzo
Business Agent, International
Brotherhood of Electrical Workers,
I.B.E.W., Local 134

Dated: 1-28-02

Cc: R. Gierut
J. Flynn
L. Cantu
C. Morgen
M. K. McMahon
J. Gadomski
S. Finney
J. Mendoza
ER Staff
Agreement File
Local 134 File
DT Corres.



Chicago Transit Authority

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

August 15, 2002

Michael Fedanzo
Business Representative
International Brotherhood of
Electrical Workers
Local Union 134
600 West Washington Boulevard
Chicago, Illinois 60606

Re: Communication Technician
Pay Rate

Dear Mike,

As we agreed on August 15, 2002 the Authority will, until further notice, waive the progression pay steps in the contract applicable to Communication Technicians hired or transferring on or after the date of this letter. New hires or transfers will receive the top rate of the position (presently \$26.576), rather than be subject to progression.

This agreement will be in effect until either of the parties provide thirty (30) days written notice to the other of their desire to dissolve this agreement, after which the progression steps will be reimposed unless the parties otherwise agree. Employees hired or transferred under this waiver are permanently excluded from being subject to the progression rates.

I believe this accurately reflects our understanding. Two originals are enclosed.
Please sign both copies and return one to the Authority.

Very truly yours,

Diane Traxler

Diane Traxler
Manager, Contract Administration &
Interpretation

Approved:

Michael Fedanzo
Business Representative
Local 134

DT/ck

Cc: J. Coleman
R. Gierut
M. Stack
E. Bledsoe

M. Maloney
R. Moses
J. Gadomski
S. Finney

L. Gonzalez
J. Johnson
L. Acuna
R. Jania

DT Corres.
E. R. Staff



To: Distribution Below
From: *Diane Traxler*
Diane Traxler, Manager, Contract Administration & Interpretation
Date: September 3, 2002
Re: Communication Technician Pay Rate

Until further notice, employees hired or transferring into the IBEW, Local 134, bargained-for position of Communication Technician will receive the top rate of the position (presently \$26.576 per hour), rather than be subject to the contractual pay progression.

The attached letter of agreement memorializes the understanding of the parties. The agreement allows compensation for CTA journeyman and outside journeyman hired or promoted into the position at the "thereafter" rate. The employees avoid a reduction in pay compensation while providing the Authority with viable candidates for the position. Employee Relations will submit this issue for management review at the next contractual wage and working conditions negotiations.

Should you have any questions, please contact me on extension 6117.

Approved:

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

Attachments: Letter of Agreement
Wage Rate Schedule

Communication Technician
September 3, 2002

Distribution w/attachments

R. Gierut
E. Bledsoe
M. Stack
J. Coleman
R. Moses
J. Giadomski
S. Finney
L. Gonzalez
J. Johnson
L. Acuna
J. Cannon
M. Maloney
R. Jania
L. Klemm
C. Byrnes

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 insulation 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: Jar Cj

Date: _____

CRAFT COALITION

By: Ronald Johnson

Date: 10-25-12