

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 serve 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 qualifies 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.

ATTACHMENT H

ATTACHMENT H

Employee Assistance Program (EAP)

*Part of Wage and Working Conditions Agreement
between CTA and 241 & 308 ATU*

ATTACHMENT H

Employee Assistance Program (EAP)

Part of Wage and Working Conditions Agreement between CTA and 241 & 308 ATU

A. Services

The services of the Employee Assistance Program (EAP) will be available to full-time permanent employees who have completed one year of continuous service who voluntarily request assistance from the EAP, to first time rule violator under the circumstances described in Section B below, and to their family members or significant others who seek advice or assistance in the areas listed below. In addition, the services of the EAP will be available to individual part-time employees who have completed one year of continuous service and who voluntarily request assistance from the program or who are first-time rule violators under the circumstances described in Section B below. The areas for which advice or assistance may be sought are the following:

1. **Substance Abuse**

Services for the treatment of substance abuse is available to eligible employees upon formal enrollment into the EAP and subject to the terms and conditions herein and the employee's chosen health care plan.

2. **Financial, Legal and Domestic Relations Problems**

Services to assist with financial, legal or domestic relations problems are available to eligible employees without formal enrollment into the EAP.

3. **Other**

Services to assist with emotional problems and other problems which affect the employee's job performance are available to eligible employees without formal enrollment into the EAP subject to the terms and conditions of the employee's chosen health care plan.

Services of the EAP are available to employees designated as Full-Time Permanent (FTP), Full-Time Temporary (FTT), Part-Time (PT) and Special-Part-Time (SPT).

B. Participation

1. **Volunteers**

Volunteers are those employees eligible to participate in EAP who request the assistance of the EAP on their own. The option of participating in the EAP as a volunteer will not be available to an employee after he or she has been notified to submit to breath/urine testing under CTA Drug and Alcohol Policy and Testing Program for Safety-Sensitive Employees and supplemental Policy for Non-Safety-Sensitive Employees, nor can an employee become a volunteer when subject to disciplinary action in order to avoid the discipline.

2. First Time Rule Violators

- a. If an employee eligible to participate in EAP, as defined in Section A above, with three (3) or more years of service violates the Authority's rules concerning alcohol, drug or controlled substance abuse (i.e. a rule violator), he/she may seek and be granted admission to the EAP subject to the following limitations:
- b. An employee who tests positive for alcohol (above specified limits), controlled substances or narcotics in the event of a vehicular accident involving a possible claim of personal injury or property damage will be discharged for the first such rule violation.
- c. In the case of a first time rule violator with three (3) or more years of continuous service, except in vehicular accident involving the possible claim of personal injury or property damage as defined by the "Attachment H Appendix", the rule violation alone will not constitute a basis for justifiable discharge.
- d. A first time rule violator with less than three (3) years of continuous service will be discharged on the basis of the rule violation alone. For a temporary employee who is hired as a part-time or full-time employee, any period between the time of his resignation and his acceptance of the first job opening offered to him will be included in the computation of continuous service, provided the employee has resigned from temporary employment for the purpose of obtaining part-time or full-time employment.
- e. A first time rule violator who refuses to participate in the EAP when provided the opportunity by the CTA, or by an arbitration decision will be discharged.
- f. An employee who has had more than one rule violation as defined above will be discharged.
- g. An employee who, prior to September 26, 1990, has participated more than once in the EAP program as a rule violator and/or a volunteer, because of drug and/or alcohol abuse may be allowed to participate in the program one additional time during the course of his or her employment. Such an employee will not be given access to the EAP as a rule violator if their previous participation was as a rule violator as defined above.

3. Independent Treatment Services

Employees who independently receive alcohol and/or substance abuse treatment services, and who either request payment for such services through a CTA health benefit program, or through some other health care program not associated with the CTA, must notify the Employee Assistance Program in writing within ten (10) days from the beginning of treatment. Such employees shall be treated as volunteer in accordance with section B.1 as of the date they notify the Employee Assistance Program. If an employee fails to provide notice as required under this paragraph, such employee shall be treated as a rule violator in accordance with Section B.2. In addition, they will be held personally liable for all costs associated with said treatment.

Employees who choose to participate in HMOs will waive any claim to 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 serve 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 qualifies 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.

ATTACHMENT I

2000 - 2003 CTA - ATU COLLECTIVE BARGAINING AGREEMENT

ATTACHMENT I

APPENDIX D SHOW-UP PAY

- (1) When, after making up an assignment sheet for the next day, all open work has been assigned and there remain one or more extra employees who would be scheduled to work, a show-up may be assigned.
- (2) Show-up assignments will be assigned to extra employees as determined by the Authority.
- (3) An extra employee may be assigned a four (4) hour show-up if needed. The show-up will be during the period when employees are reporting for work, to protect for misses, signing off sick, or to cover extra work that may open up. An extra employee may be assigned a three (3) hour scrub in addition to his four (4) hour show-up; however there shall be no more than 30 minutes of elapsed time between scrub and show-up.
- (4) Where an outside assignment sheet is posted, the times of the scrub and show-up (or show-up and scrub, or show-up only) must be posted on this sheet so each extra employee will be advised. The Authority, however, retains the right to change such assignments should any work become open after the assignment sheet is posted.
- (5) When an extra employee reports for the assigned scrub and show-up (or show-up and scrub, or show-up only) and does not receive sufficient work to fill the eight-hour day, a minimum guarantee will be provided so eight hours pay is credited.
- (6) When an employee reports for a show-up and then receives work starting after the show-up reporting time, the employee will receive the actual time for showing up plus pay for the work performed with a minimum of eight hours for that day.
- (7) If a show-up employee is assigned work which reports before the actual show-up starting time, he will not receive the four hours for the show-up, but will receive pay for the work he performs with a minimum of eight hours each day.
- (8) An extra employee who misses (and does not get work), signs sick or fails to complete the assignment for the day breaks his/her eight hour minimum guarantee for that day.

- (9) If an extra employee misses an assignment (including scrub and show-up, show-up and scrub, or show-up) and is then assigned work, he/she receives the daily minimum guarantee only if the employee reports in a reasonable period of time after this miss, ready for work and with the requirement that the employee take the new assignment.
- (10) Employee on show-up may be used in emergencies for small tasks - such as taking transfers to ticket agents, transporting small amounts of change/tokens to agents, putting mail on trains - without affecting their eligibility for receiving run/scrub assignments.
- (11) When an extra or regular employee is assigned work that is canceled (example: flagman assignments, special train movements) the employee will be placed on four-hour show-up immediately.

ATTACHMENT J

**ATTACHMENT J
CHICAGO TRANSIT AUTHORITY
VEHICLE ACCIDENT GUIDELINES**

INTRODUCTION

The Chicago Transit Authority ("the Authority") will implement the following guidelines in connection with accidents in which its employees and vehicles are involved.

The Authority may require any employee who is not separated as a result of their involvement in an accident to participate in some form of retraining. The specifics of such retraining will be determined by the Authority based upon the circumstances attendant to the accident. The employee also may receive a follow-up ride with an Authority instructor upon his/her return to service from such training.

The term "employee" for purposes of these guidelines shall include any employee of the Authority who during the course of performing his/her duties operates a vehicle owned, operated, leased or otherwise used by the Authority. The term "accident" shall mean any occurrence associated with the operation of an Authority vehicle in which: (1) contact is made with a pedestrian, another vehicle, and/or a fixed object; (2) a passenger is injured or claims to have been injured; or (3) a fuel nozzle is pulled from an Authority vehicle.

ACCIDENT GUIDELINES

As a public conveyance, the CTA is entrusted with the safety of its employees, passengers and the general public. Thus, safety is our primary concern in the delivery of transit services. These guidelines supersede and replace all previous directives, bulletins and guidelines regarding same.

For example, the administrative action to be taken for accidents could be:

- | | |
|--------------------------|---|
| 1 st accident | Refer to instruction |
| 2 nd accident | Refer to instruction (repeater instruction) |
| 3 rd accident | Individual retraining |
| 4 th accident | Individual retraining repeater |
| 5 th accident | The employee will be referred to the appropriate Supervisor for consideration for Administrative Separation |

[REDACTED]

There shall be established 2 committees. Each committee shall be comprised of 3 representatives from the respective Local and 3 representatives from the CTA to study and determine which types of accident will subject an employee immediately to more serious action up to and including administrative separation as well as the number of accidents that will result in consideration for administrative separation.

These committees shall commence functioning immediately upon ratification by the CTA Board of the Tentative Agreement and remain in existence for up to 90 days. The parties hereto agree that training pay shall not commence until the committees set forth above conclude their work and issue their reports listing the types of accident permitting immediate serious action up to and including administrative separation. The lists created by the Committees shall not be exclusive - they shall however set forth generally the types of such accidents.

The foregoing guidelines are based upon a twenty-four (24) month period prior to the date of the most recent accident. Any employee who during such a twenty-four (24) month period is involved in a total of five accidents of any type while operating an Authority vehicle shall be subject to administrative separation.

The parties further understand and agree that the terms of the Exhibit J do not take precedence over Attachment H or over Attachment G.

The committee will agree on the number of accidents and the type of accident.

The Vehicle Accident Guidelines proposal is not subject to new §12.4 (I) of ATU proposed Tent. Agreement dated May 22, 2001.

[REDACTED]

ATTACHMENT K

ATTACHMENT K

TENTATIVE AGREEMENT

2.7 SUBCONTRACTING

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

In addition to the foregoing, the CTA may outsource (subcontract) premium or specialty rail service, including without limitation, "Airport Express," except that it may not outsource any rapid transit operator, switchman or car repairer functions. Furthermore, the CTA may outsource (subcontract) any supplemental rail line/rail services so long as no Local 308 initiators are displaced due to such outsourcing.


Name


Name

PRESIDENT / BUSINESS AGENT
Title

V.P. RAIL OPERATIONS
Title

Date

Date

ATTACHMENT L

ATTACHMENT L

ARTICLE II - OTHER WORKING CONDITIONS

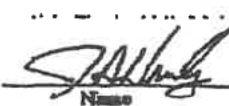
11.2 OPERATIONS EMPLOYEES

(n) **EMPLOYEE CLASSIFICATIONS** Newly hired employees will be required to qualify as Rapid Transit Operator (RTO), Flagman and Customer Assistant. Within twelve (12) months after an employee qualifies in all three (3) classifications, the employee shall be required to qualify as a Switchman. At the option of the Authority, up to forty per cent (40%) of a new rail operations hire group may be required to qualify as a Yard Leader and up to forty per cent (40%) of the class may be required to qualify as a Towsman. Notwithstanding these provisions, the Authority has the right to hire new employees (either full-time or part-time and either permanent or temporary) for the sole purpose of performing the job duties of a Flagman, and such employees will be paid the hourly rate of the Car Service Classification. The number of temporary Flagmen may not exceed 20% of all full-time permanent operating employees.

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

Delisted:	Conductor, Ticket Agent and Motor Operator
Delisted:	of the 1814 qualifications
Delisted:	other
Delisted:	Operator
Delisted:	or Towsman or Flag Collector
Formatted:	Font color: Yellow
Delisted:	Percent Train Service Employees shall have the option by majority to qualify as Ticket Agent, Towsman, Ticket Agent shall have the option by majority to qualify as Conductor and Motor Operator and other Train Service Employee classifications.


 Name
 President / Business Agent
 Title
 Date


 Name
 V.P. Rail Operations
 Title
 Date

Delisted: y

Delisted: y

ATTACHMENT M

CSR/CSA Agreement

This Agreement ("Agreement") is made and entered into on the 12th day of December 2012, by and between the Chicago Transit Authority ("CTA") and the Amalgamated Transit Union, Local 308 ("Local 308"); collectively referred to as the "Parties.", modified on February 14, 2018, and further modified on February 18, 2022.

WHEREAS:

The Wage and Working Conditions Agreement ("CBA") between the CTA and Local 308 establishes the terms and conditions of employment for bargaining unit employees represented by Local 308;

The basic classification for Rail Operations employees under the CBA is Combined Rail Operator ("CRO"). CRO(s) are currently required to qualify as Customer Assistant ("CA"), Rapid Transit Operator ("RTO"), Flagman, and either Switchman or Towerman;

Local 308 has filed a grievance alleging that CTA violated the Customer Assistant Coverage Agreement signed by the then President of Local 308 on August 18, 2000, Grievance No. 309-31, and a grievance alleging that the picking rights of Customer Assistants are being violated because they are not being permitted to pick the extra board, Grievance No. 1209-34 ("the Grievances");

Local 308 has filed an unfair labor practice charge, Case No L-CA-09-100, with the Illinois Labor Relations Board ("Board") claiming that CTA violated Sections 10(a)(1) and (4) of the Illinois Labor Relations Act by failing to provide the Union with information needed to police the enforcement of the Customer Assistant Coverage Agreement. On October 1, 2010, the Board issued a Complaint in Case No L-CA-09-100 ("the ULP")

CTA has raised defenses to the ULP and to the Grievances;

The parties wish to resolve the Grievances and the ULP, and to implement cost saving methods and to increase efficiency of operations;

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

1. Two new bargaining unit positions known as Customer Service Representative ("CSR") and Customer Service Assistant ("CSA") are hereby created.

2. CTA recognizes Local 308 as the sole and exclusive bargaining agent for CSRs and CSAs working under the CBA and this Agreement.
3. As of the effective date of this Agreement, the CRO classification will no longer include the CA qualification. CSR and CSA will be stand alone classifications.
4. All employees hired prior to the date of this Agreement who have qualified as CAs will be deemed to be qualified for the CSR position.
5. All employees who are current frozen CAs will be placed in a frozen CSR position without loss of benefits or seniority. CSRs will be compensated in accordance with the provisions controlling the Customer Assistant classification under the CBA. All provisions of the CBA pertaining to Rail Operations employees shall apply to CSRs. The parties agree to rename the classification effective with the execution of the 2012-2015 CBA.
6. All CSRs and CSAs will be eligible for a complete uniform allowance, payable in accordance with Article 4.6.I of the CBA. If a newly hired CSA does not have sufficient funds to purchase the initial required uniform items, the Authority will provide a voucher for such items payable directly to vendors designated by the Authority provided the employee executes a written agreement authorizing the Authority to deduct the cost of the voucher through payroll deductions, including deducting any unpaid balance from final compensation at the time of termination.
7. While CTA employs CSAs, there will be a minimum of 240 frozen CSR positions, which will be filled in the following order: (a) current frozen CAs; (b) employees laid off on February 7, 2010, who are qualified as CAs, will be recalled in order of classification seniority and allowed to freeze as CSRs; and (c) actively working employees who are qualified as CAs and frozen in other classifications who will be allowed to refreeze as CSRs.
8. A minimum 225 of the frozen CSRs shall pick their work and at least one CSR per terminal will be allowed to pick an extra board position chosen by the employees in seniority order. All frozen CSRs on the extra board will be assigned work as a CSR prior to any CSAs.
9. When the number of frozen CSRs falls below 240, currently employed CSAs will be allowed to fill the open positions by becoming CSRs. CSAs who become CSRs shall be given progression credit for the time spent as CSAs. CSAs shall accrue credit towards completion of the progression schedule at the rate of one hundred and seventy-three and three tenths (173.3) hours worked equaling one (1) month's credit.
10. Open Local 308 bargaining unit positions in the classifications of Laborer, Material Handler, Rail Janitor and Track Worker shall be filled by qualified CSAs in seniority order. Open FTTF positions shall be filled as follows: 75% of FTTF

openings shall be filled by qualified CSAs in seniority order. CTA may fill the remaining 25% of open FTTF positions by hiring from other sources. Open Car Servicer positions shall be filled as follows: 50% of Car Servicer openings shall be filled by qualified CSAs in seniority order and 50% of Car Servicer openings will be filled by qualified Second Chance Participants in the ATU Local 308 bargaining unit. The term "qualified" means the individual possesses the requisite skills, expertise or experience to adequately perform the essential functions of a position, as outlined in the written job description, including passing all necessary tests, or could perform the position requirements with the amount of in-house training which the CTA customarily provides. CSAs will not be required to pass a record review in order to be offered an available bargaining unit position, however, the employee's work record shall follow the employee into the new position. Notwithstanding any other provision, effective January 1, 2023, in order to be offered a position specifically listed in this Paragraph 10, a CSA will be required to meet the Level 1 CSA hiring criteria, attached hereto as Exhibit A. If CTA is unable to fill FTTF and Car Servicer openings with CSAs after exhausting the CSA seniority list, CTA may fill the openings by hiring from other sources. All positions specifically listed in this Paragraph 10 shall be filled pursuant to the agreed upon Paragraph 10 hiring procedures, which are attached hereto as Exhibit B. The CTA shall notify by email the President/Business Manager, First Vice President and Second Vice President of ATU Local 308 whenever any of the jobs that are the subject of this Paragraph are open, the notice shall include the names and badge numbers of the CSAs and the Second Chance Participants in the ATU Local 308 bargaining unit who were offered positions pursuant to this Paragraph.

11. Any employees currently classified as Part-Time Temporary ("PTT") Customer Assistants will be transitioned to PTT CSRs and afforded the first opportunity to become a CSR. Any layoffs of CSRs and CSAs shall be in the following order: CSAs shall be laid off first, then PTT CSRs and then CSRs.

12. CSAs will be paid the wage rates set forth below, which are inclusive of all agreed-upon across-the-board wage increases.

Date	Entry	After 9 months	After 18 months	After 24 months	Completion of Wage Progression
1/1/2020	\$ 13.63	\$ 14.40	\$ 15.28	\$ 16.21	\$ 16.57
1/1/2021	\$ 13.77	\$ 14.54	\$ 15.43	\$ 16.37	\$ 16.74
7/1/2021	\$ 15.00	\$ 15.00	\$ 15.59	\$ 16.54	\$ 16.90
1/1/2022	\$ 15.23	\$ 15.23	\$ 15.82	\$ 16.78	\$ 17.16
7/1/2022	\$ 15.45	\$ 15.45	\$ 16.06	\$ 17.04	\$ 17.41
1/1/2023	\$ 15.76	\$ 15.76	\$ 16.38	\$ 17.38	\$ 17.76
7/1/2023	\$ 16.12	\$ 17.00	\$ 18.00	\$ 19.00	\$ 19.00

13. CSAs will be assigned to Rapid Transit stations to assist the CSR, or to cover stations where there is no current CA coverage, at the discretion of the Authority.
14. CSAs will be allowed to pick their schedules up to 40 hours per week, and shall be given at least two (2) days off per week. CSAs shall pick after all CSRs have picked. CSAs shall not be allowed to work in excess of 40 hours per week, unless the workbook and the double-up book for CSRs been exhausted.
15. CSAs shall be eligible for the CTA Healthcare Plans for Part-time employees. Effective January 1, 2023, CSAs will be eligible to enroll in PPO 3 including family coverage.
16. CSAs are not covered by the Retirement Plan for CTA Employees, incorporated in Article 18 of the parties' CBA.
17. Eligible CSAs with one (1) or more years of service shall be permitted one (1) week off per year without pay. Eligible CSAs and FTTFs with two (2) or more years of service shall be permitted two (2) weeks off per year without pay. Eligible CSAs shall pick their earned, unpaid vacation at the end of the CSR vacation pick. The Authority will set the vacation week controls. To receive this benefit, CSAs must have reported to work as assigned at least one hundred (100) days during the preceding the calendar year. Employees injured on duty will be allowed full credit for days lost in determining the one hundred (100) day working requirement for vacation eligibility, provided that the employee worked during the calendar year. An employee's vacation time shall be used in calculating the 100-day requirement. For the purpose of determining whether the 100 hundred (100) day work requirement has been met, the Authority will count

the days worked during the calendar year preceding the Vacation Plan Year. (VPY). CSAs are entitled to paid sick days as provided by Article 15.13 of the CBA. Except as provided in this Paragraph 17 and in Paragraph 15 above, CSAs shall not be entitled to employee benefits, pay guarantees, premiums or paid time off, including, without limitation, paid sick leave, vacation days and holiday, except that CSAs shall receive a CTA riding pass.

18. All pertinent provisions of the CBA, except as specifically excluded by this Agreement, shall apply to CSAs.
19. Prior to commencing employment with the CTA, applicants for a CSA position shall be required to:

Satisfy all requisites for the position, including, but not limited to, medical and physical requirements, drug and alcohol testing, and a background check; and

Complete all training and/or qualifications required for the position of CSA.
20. No CSA shall be employed by the Authority if any CSR is on layoff.
21. As of the implementation of this Agreement, the CTA shall not permit private security guard firms to be on duty at any CTA Rapid Transit Station, unless a CSR or CSA is present. This Agreement shall be fully implemented by July 1, 2013 or six (6) months following its ratification, whichever is earlier, provided that by March 31, 2013, a CSR or a CSA shall be assigned to at least fifty percent (50%) of the CTA Rapid Transit Stations where, as of the date of execution of this Agreement, there is no current CA coverage.
22. All employees in the classifications of Customer Assistant Supervisors or Customer Assistant Instructors will be transitioned into the respective classification of CSR Supervisors or CSR Instructors, without loss of pay, benefits or seniority.
23. This Agreement shall not be effective until ratified by the membership of Local 308. In the event that the Agreement is not so ratified, it shall be null and void.
24. The Parties understand that the approval of the Illinois Labor Relations Board is required for inclusion of these new classifications within the bargaining unit. The Parties agree that they will work together to ensure this process is completed.
25. Upon full execution of this Agreement, Local 308 shall take the steps necessary to withdraw the Grievances and the ULP.

26. This Agreement is limited to its subject matter and constitutes the full and complete agreement between the parties relating to this subject matter. The Parties agree and acknowledge that the terms of this agreement shall apply without exception only to the present subject matter and shall not in any way or form be used as a precedent in any present or future controversies between the Parties, or in any dispute, communication, grievance, arbitration, administrative actions or in any action at law or in equity, or in any judicial or administrative forum.

Exhibit A to Amendment to Paragraph 10 of the CSA/CSR Agreement

CSA Paragraph 10 Work Record Review Criteria

No suspensions
No Corrective Case Interviews
No Safety Violations
No Chargeable Complaints
No Chargeable Accidents
No Chargeable IODs
No more than three (3) sick book entries
No more than one (1) miss

Exhibit B to Amendment to Paragraph 10 of the CSA/CSR Agreement
Paragraph 10 Hiring Procedures

ATU Local 308 and the CTA agree that the following procedures shall be followed when CTA fills open Laborer, Material Handler, Rail Janitor, Track Worker, FTTF and Car Servicer positions (Paragraph 10 Positions).

1. From the date of ratification until the following procedures are in place, CTA will contact CSAs in seniority order to fill open Paragraph 10 positions.
2. CTA shall provide ATU Local 308 with a current CSA seniority list.
3. Within 30 days of ratification, and at the start of every year thereafter, CTA shall issue a bulletin to all CSAs notifying them of the Paragraph 10 procedure and advising that to be promoted to a Paragraph 10 position, a CSA must follow the procedures. All CSAs shall be required to sign indicating that they have received the bulletin.
4. The bulletin shall state that to be eligible for a Paragraph 10 position, each CSA must sign into the applicant tracking system by a specified date, to be agreed upon by Local 308 and CTA, and complete a form for every Paragraph 10 position desired.
5. The applicant tracking system shall list the qualifications for each Paragraph 10 position and inquire as to whether the CSA is or is not interested in each position. The applicant tracking system shall require the CSA to provide their current email address and telephone number, and shall advise the CSA that the CSA is responsible for notifying CTA of any changes in their current email address and telephone number. For each position that the CSA indicates they are interested in, the CSA shall be required to complete the form for the position.
6. No more than 30 days following the deadline date for completion of the CSA's forms in the applicant tracking system, CTA shall create Paragraph 10 seniority lists based on the forms submitted by the CSAs for Laborer, Material Handler, Rail Janitor, Track Worker, FTTF and Car Servicer positions and shall provide the lists to Local 308.
7. When CTA decides to fill a Paragraph 10 position, CTA shall notify Local 308 of the open Paragraph 10 positions to be filled, and the number of vacancies in each position CTA intends to fill. For Car Servicer and FTTF positions, CTA shall notify Local 308 of the total number of positions, and of the number of Car Servicer and FTTF positions being filled through these procedures. The open Paragraph 10 positions shall be filled with the senior qualified CSA on the Paragraph 10 list for each position provided the senior qualified CSA does not decline the position. If the senior qualified CSA declines the position, that individual shall not be eligible for that position for the remainder of the year.
8. CTA shall provide Local 308 with updated Paragraph 10 lists at least twice a year.

9. All notifications to Local 308 required by these procedures shall be provided via email to the President/Business Manager, the First Vice President and the Second Vice President of the Union.

ATTACHMENT N

BUS AND FACILITIES APPRENTICE PROGRAM

1. The Bus Servicer Apprentice position and the Building and Grounds Janitor Apprentice position in the Bus and Facilities Apprentice Program shall be represented by Local 241. The term of employment for an Apprentice in the Bus and Facilities Apprentice Program shall not exceed one year, unless otherwise agreed by the parties.

2. The wage rate of all Apprentices shall be increased to \$15.00 per hour effective July 1, 2021 and shall increase thereafter as required by any applicable minimum wage law. Apprentices shall not be entitled to employee benefits, pay guarantees, premiums or paid time off including, without limitation, paid sick leave, vacation days and holidays, except that Apprentices shall receive a CTA riding pass.

3. Apprentices will work up to forty hours a week.

4. CTA shall employ no more than 200 Apprentices in the Bus and Facilities Apprentice Program at any one time. CTA in its sole discretion shall determine the number of Bus Servicer Apprentices and the number of Buildings and Grounds Janitor Apprentices subject to the foregoing sentence.

5. If CTA hires an Apprentice into a full-time permanent position, the Apprentice's time worked as an Apprentice shall be credited to the waiting period for group accident and sickness coverage pursuant to Section 15.3 of the parties' wage and working conditions agreement.

6. During the summer months, CTA may utilize participants in the Kidstart program to perform the work that would otherwise be assigned to Apprentices as well as other cleaning functions.

7. CTA shall fill Bus Servicer vacancies at the conclusion of every twelve-month calendar period, or as requested by Local 241, provided that the CTA has a Qualified applicant with an acceptable work history. Fifty percent of such hires shall be from the Apprentice Program and fifty percent of such hires from other sources.

8. Bus Servicer Apprentices shall be assigned only General Clean functions and removal of garbage from buses at terminals, which may include mopping bus floors. Such work shall be under the supervision of management and the direction of the Garage Cleaner bargaining unit members who shall be known as Garage Cleaner Leaders. CTA will establish two Garage Cleaner Leader positions per shift at each bus garage. The Group Cleaner Leaders shall be working Leaders and shall have the responsibility to direct the Bus Servicer Apprentices in the performance of their apprentice duties. Garage Cleaner Leaders shall be paid a stipend of \$.50 per hour for each hour they engage in the direction of the Bus Servicer Apprentices. The provisions of this paragraph shall also be applicable with regard to the CTA's utilization of employees under the Kidstart program.

9. Buildings and Grounds Janitor Apprentices shall assist Buildings and Grounds Janitors on the p.m. and midnight shifts in the cleaning and maintaining of offices, washrooms, lunchrooms, work areas and bus turnarounds under the supervision of management and the direction of the Janitor Coordinator, Buildings & Grounds Janitors on the p.m. and midnight shifts who are assisted by Janitor Apprentices shall be paid a stipend of \$.50 per hour for each hour they engage in the direction of a Janitor Apprentice. Janitor Apprentices shall be assigned to a Janitor on the p.m. or midnight shift effective each janitors' pick. No more than two Janitor Apprentices shall be assigned to assist a Janitor.

10. As long as Apprentices in the Bus and Facilities Apprentice Program are employed by the CTA, any Bus Servicer or Janitor in Area 605 who is found medically fit to return to work to his or her position shall be returned to work.

11. Apprentices shall be entitled to Union representation and will have grievance rights under the parties' wage and working conditions agreement for issues relating to wages and discharge. Any grievance over the discharge of an Apprentice shall be submitted to the Mediation-Arbitration Program as provided in Section 17.8 of the parties' wages and working conditions agreement.

12. In the event CTA decides it must layoff one or more Bus Servicers, CTA will terminate the employment of Bus Service Apprentices upon the effective date of such layoff and will not hire any Bus Service Apprentices until all laid off Bus Servicers eligible for reinstatement are reinstated.

13. In the event CTA decides it must layoff one or more Janitors (Building and Grounds), CTA will terminate the employment of Building and Grounds Janitor Apprentices upon the effective date of such layoff and will not hire any Buildings and Grounds Janitor Apprentices until all laid off Janitors (Building and Grounds) eligible for reinstatement are reinstated.

14. It is understood by the parties that an Apprentice's duties shall not adversely affect the work of Bus Servicers or Janitors and, therefore, the parties agree to discuss the scope of the Apprentices' duties in the event there are questions regarding such duties.

15. This Agreement will be attached to and incorporated in the parties' Wage and Working Conditions Agreement.

ATTACHMENT O

CAR AND RAIL JANITOR SERVICER APPRENTICE PROGRAM

1. The Apprentice positions in the Car Servicer and Rail Janitor Apprentice Program (herein referred to as "Apprentice Program") shall be represented by Local 308. The term of employment for a Car Servicer Apprentice and a Rail Janitor Apprentice in the Apprentice Program shall not exceed twelve months, unless otherwise agreed by the parties.

2. The wage rate of all Apprentices shall be increased to \$15.00 per hour effective July 1, 2021 and shall increase thereafter as required by any applicable minimum wage law."

b. Apprentices shall not be entitled to employee benefits, pay guarantees, premiums or paid time off including, without limitation, paid sick leave, vacation days and holidays, except that Car Servicer Apprentices shall receive a CTA riding pass.

3. Apprentices will work up to 40 hours a week.

4. CTA shall employ no more than 65 Car Servicer Apprentices in the Apprentice Program at any onetime.

5. Car Servicer Apprentices shall be assigned to clean CTA rail cars at rail stations at the direction of management.

6. If CTA hires an Apprentice into a full-time permanent position, the Apprentice's time worked as an Apprentice shall be credited to the waiting period for group accident and sickness coverage pursuant to Section 15.3 of the Wage and Working Conditions Agreement.

7. Car Servicer Apprentices will be assigned to work pm and midnight shifts only, provided that, if, following the Car Servicers pick, there are open a.m. tricks which were not picked by any Car Servicer, a Car Servicer Apprentice may be assigned to work the open a.m. trick. No Car Servicer Apprentice will be assigned to work a trick that was red-lined during the pick.

8. Apprentices shall be entitled to Union representation and will have grievance rights with regard to issues relating to wages and discharge, provided that any grievance over the discharge of an Apprentice shall be submitted to the Mediation-Arbitration Program pursuant to Section 17.8 of the Agreement.

9. Car Servicer Apprentices may not perform graffiti removal from the exterior of rail cars.

10. In the event CTA decides it must layoff one or more Car Servicers, CTA will terminate the employment of Car Servicer Apprentices upon the effective date of such layoff and will not hire any Car Servicer Apprentices until all laid Car Servicers eligible for reinstatement are reinstated.

11. As long as Car Servicer Apprentices are employed by CTA, any Car Servicer in Area 605 who is found medically fit to return to work as a Car Servicer shall be returned to work as a Car Servicer.

12. Provided that CTA employs a minimum of 215 full time permanent Rail Janitors, CTA may employ up to 50 Rail Janitor Apprentices. If the number of permanent full time Rail Janitors falls below 215 for more than 90 days, CTA must cease employing Rail Janitor Apprentices.

13. As long as Rail Janitor Apprentices are employed by CTA, any Rail Janitor in Area 605 who is found medically fit to return to work as a Rail Janitor shall be returned to work as a Rail Janitor.

14. In the event call-offs require CTA to direct a Rail Janitor to bridge his or her trick, if a Rail Janitor Apprentice is available to perform the work, the Rail Janitor Apprentice shall be assigned to cover the work, and the Rail Janitor will not be required to bridge his or her trick.

15. The Rail Janitor Apprentices shall perform Rail Janitor duties.

16. Prior to the Rail Janitor pick, a pick meeting will be held between CTA and Local 308 to resolve any issues with regard to the pick and the assignment of Rail Janitor Apprentices. Rail Janitor Apprentices will be assigned work that was not picked during the Rail Janitor's pick or will be assigned work from the Extra Board. No Rail Janitor Apprentices will be assigned to work a trick that was red-lined during the Rail Janitor pick.

17. The above provisions with regard to Car Servicer Apprentices' wages, benefits and working conditions shall apply to Rail Janitor Apprentices.

18. This Agreement will be attached to and incorporated in the Party's Wage and Working Conditions Agreement.

ATTACHMENT P

Reduction in Work Force

Should the CTA decide to reduce the number of employees within a job classification or job schedule number (JSN), the employees in the job classification or JSN shall be laid off in inverse order of companywide seniority within the job classification or JSN.

To avoid layoff, each affected employee must notify the CTA within ten (10) business days of notification of the layoff that he or she intends to exercise his or her seniority by bumping in accordance with the following steps in sequential order:

1. Bump the employee with the least companywide seniority in the same job classification or JSN, if the bumping employee has more companywide seniority within the same job classification or JSN. For the purpose bumping procedure only, full-time and part-time bus operators and full-time and part-time/temporary rail operators shall be considered as having the same job classification. If a full-time employee bumps a part-time employee, the bumping employee shall retain his or her status on the applicable wage progression and shall be entitled only to the benefits provided to part-time employees in this Agreement except that the full-time employee shall retain his then current health insurance until the next open enrollment period. In addition, the bumping employee shall not accumulate seniority while he or she is a part-time employee and shall receive no service credit toward pension eligibility during that time. When a part-time employee is bumped out of a position, the part-time employee having the most recent hiring date shall be the employee who is laid off.

2. In the event there is no employee with less seniority within the same job classification or JSN as the employee being laid off, that employee may bump the employee with least companywide seniority in a lower graded or paying job classification or JSN in the Bargaining Unit (either Local 241 or Local 308) provided the employee being laid off has more companywide seniority than the employee being bumped and he or she has previously worked in that job classification or JSN and is qualified to perform the job functions immediately without training. The bumping employee shall receive the pay of the lower graded or paying job classification or JSN.

3. Any employee in one of the JSN's listed in Exhibit C-1 facing layoff having greater Company-wide seniority may bump an employee with less Company-wide seniority in the jobs listed in Exhibit C-1 provided the senior employee is qualified. The term "qualified" means the individual possesses the requisite skills, expertise or experience to adequately perform the essential functions of a position, as outlined in the written job description, including passing all necessary tests, or could perform the position requirements with the amount of in-house training which the CTA customarily provides. (For job eliminations, see Exhibit C-2.)

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

Accident Analysis Clerk
Accident Statistical Clerk
Accounts Payable Clerk II
Administrative Secretary
Bank Ledger Bookkeeper
Boiler Maintainer
Bricklayer Helper
Bus Heavy Maintenance Clerk
Bus Maintenance Office Clerk
Bus Procurement Coordinator
Cashier
Claims Accident Clerk
Claims Law Disposition Clerk
Claims Rep Property Damage
Claims Representative
Communications Systems Maintenance Clerk
Computer Production Controller
Construction Inspector IV
Currency Processor
Customer Assistance Clerk
Customer Service Representative
Data Entry Clerk
Data Entry Operator
Duplicating Mach Operator I
Duplicating Mach Operator II
Employee Id System Administration
Equipment Tech II
Equipment Tech III
Facilities Posting Specialist
Fare Media Operations Clerk
File Clerk (Comp)
Finishing Clerk
Garage Instructor I
Garage Instructor II
Janitor
Janitor (Buildings & Grounds)
Laborer (Building)
Laborer (South Shops)
Lead Computer Operator
Legal Services Specialist
Maintenance Training Center Clerk

Maintenance Training Clerk
Material Coordinator II
Material Dispatcher II
Money Handler I
Money Handler II
Money Handler IV
Office Operations Clerk
Office Services Specialist
Order Control Clerk I
Order Control Clerk II
Payroll Processing Clerk
Planning Analyst
Procurement Match Clerk
Production Clerk
Purchasing Clerk
Rail Car Procurement Coordinator
Rail Maintenance Clerk
Reception Clerk - RTW
Reprographics Support Specialist
Retirement Clerk
Retirement Record Clerk
Revenue Collector
Salvage Control Clerk
Senior Combination Clerk
Senior Duplicating Mach Operator
Senior Garage Instructor
Shop Inspector
Shop Records Clerk
Stockroom Clerk - Bus
Student Riding Pass Representative
Telecommunications Service Assistant
Telephone Operator
Temporary Medical Disability
Training & Instruction Administration Assistant
Treasury Clerk
Utility Clerk (Composite)
Warehouse Worker I
Warranty Clerk
Work Order Clerk Dispatcher II

SIDE AGREEMENT

If an employee in one of the JSNs listed in Exhibit C-1 is terminated as a result of a job abolishment, the affected employee may apply for reemployment and shall be permitted without loss of seniority to displace an employee with less companywide seniority in a JSN listed in Exhibit B which the affected employee is qualified to perform. "Qualified" means the individual possesses the requisite skills, expertise or experience to adequately perform the essential functions of the JSN as outlined in the written job descriptions, including passing all necessary tests. The displaced employee shall be administratively separated from the CTA. ATU Local 241 acknowledges that this side agreement relates solely to hiring of employees by the CTA and may not be used for any purpose or in any proceeding other than to enforce the terms hereof.

CHICAGO TRANSIT AUTHORITY

By: [Signature]

Its: _____

AMALGAMATED TRANSIT UNION
LOCAL 241

By: [Signature]

Its: ARTUIT Secretary

ATTACHMENT Q

In the Matter of Arbitration
Between

and

CHICAGO TRANSIT AUTHORITY

Gr. Nos. 08-695, etc.
Arb. Ref. 09.279
(AVAS)

This dispute arises out of the CTA's use of its Automatic Voice Annunicator System and Bus Location Information System ("AVAS-BLIS") for disciplinary purposes. A list of the underlying grievances resolved by this Order is appended hereto as Attachment 1. A hearing was conducted on January 11, 2011, in Chicago, Illinois. Testifying for CTA was General Manager of Strategic Planning Kevin O'Malley. Testifying for the Union were Executive Board members Nate Scurlock, Vern Hodges, Michael Taylor, and Woodrow Eiland. Upon full consideration of all of the witness testimony, the parties' exhibits and their arguments, it is hereby found and ordered:

1. The CTA has the managerial right to utilize AVAS-BLIS to determine whether to discipline bus operators for failing to adhere to schedule requirements and for other infractions; so far as the undersigned neutral is able to determine, nothing in the Regional Transportation Authority Act, including any amendment contained in H.B. 656, limits this managerial right of the CTA. The CTA has the right to discipline a bus operator who at any time does not adhere to schedule requirements if the bus operator does not have an acceptable explanation.

2. Because of the substantial number of grievances which have been filed as a result of the CTA's issuance of discipline to bus operators based originally on AVAS-BLIS data and or reports and given my broad authority to formulate remedies, the following procedure for such discipline issued for periods commencing on March 16, 2011 shall be followed:

A. The CTA agrees to continue to discipline bus operators for failing to adhere to schedule requirements based originally on AVAS data and reports for bi-monthly periods from, respectively, the first through the fifteenth day of a month and from the sixteenth to the final day of the month. The CTA shall make available to bus operators records of their performance as reported by AVAS-BLIS by means of postings at their respective garages. The postings shall include for each operator at a garage the bus operator's badge number and the number and percentage of each type of schedule adherence violation reported by AVAS-BLIS. See Attachment 2. The postings shall be made according to the following schedules:

(1) For any bimonthly period from the first to the fifteenth day of a month, bus operators' performance for the first to the fifth day of the month shall be posted absent unusual circumstances no later than the seventh day of the month; bus operators' performance for the first to the tenth day of the month shall be posted absent unusual circumstances no later than the twelfth day of the month; bus operators' performance from the first to the fifteenth day of the month shall be posted absent unusual circumstances no later than the seventeenth day of the month. Bus operators shall acknowledge that they have reviewed these postings by initialing them.

(2) For any bimonthly period from the sixteenth to the final day of a month, bus operators' performance for the sixteenth to the twentieth day of the month shall be posted absent unusual circumstances no later than the twenty-second day of the month; bus operators' performance for the sixteenth to the twenty-fifth day of the month shall be posted absent unusual circumstances no later than the twenty-seventh day of the month; bus operators' performance for the sixteenth to the final day of the month shall be posted absent unusual circumstances no later than the second day of the following month. Bus operators shall acknowledge that they have reviewed these postings by initialing them.

B. AVAS-BLIS information not provided by the CTA to a bus operator within the time period specified in subparagraph 2.A cannot be used by the CTA as evidence of an infraction by a bus operator for the purpose of imposing discipline. However, for determining whether to impose discipline for an infraction by a bus operator, failure by the CTA to timely provide such AVAS-BLIS information shall not preclude the CTA from using other evidence of the infraction to determine whether to impose discipline. The CTA may not discipline a bus operator on the basis of AVAS-BLIS data for any trip for which it has already disciplined the bus operator on the basis of such other evidence.

C. Bus operators may obtain the data underlying the violations reported in the postings described in subparagraph 2.A from a garage manager or from a common garage computer terminal. See Attachment 3. Such computer terminals shall contain instructions on how to obtain the underlying data. In the event a bus operator disagrees with the AVAS-BLIS information provided by the CTA about the bus operator's performance on a working day either because the bus operator believes the information is inaccu-

rate or because the bus operator believes there is an acceptable explanation for his or her performance, the bus operator must document in detail the specific basis for his or her disagreement on the form appended hereto as Attachment 4. The bus operator must sign and submit the form documenting the specific basis for his or her disagreement to a designated CTA representative at the bus operator's garage no later than four (4) days after the AVAS-BLIS information with which the bus operator disagrees is posted in the third and final posting for the relevant bimonthly period. Failure by the bus operator to submit a form documenting the specific basis for his or her disagreement within this time period shall be taken as the bus operator's agreement, binding on ATU Local 241, that the AVAS-BLIS information provided to the bus operator for the working day is accurate and that there is no acceptable explanation for any performance on that working day that does not meet the CTA's requirements. ATU Local 241, however, may grieve that the level of progressive discipline is not in accordance with the relevant set of guidelines through the expedited arbitration procedure described in subparagraph 2.F.

D. In the event the CTA decides to discipline a bus operator on the basis of AVAS-BLIS data and reports, in addition to considering the data and reports, the manager investigating the bus operator's performance or imposing discipline must consider any documentation timely submitted by the bus operator as described in subparagraph 2.C. Should a bus operator be called in for investigation or issuance of discipline based on AVAS-BLIS data and or reports, the appropriate member of the Executive Board of ATU Local 241 must be provided all information upon which the CTA relies for potential disciplinary action, including the AVAS-BLIS data and or reports relied upon by the CTA and any other relevant CTA and bus operator reports.

E. In the event the CTA determines that discipline against a bus operator is warranted based on AVAS-BLIS data and reports and imposes such discipline, the CTA will notify the Recording Secretary of ATU Local 241 of the disciplinary action by e-mail. ATU Local 241 shall inform the CTA by e-mailing it a completed AVAS-BLIS Grievance form appended hereto as Attachment 5 not more than fourteen (14) days thereafter if ATU Local 241 wants to meet with the CTA about the disciplinary action. If ATU Local 241 does not so inform the CTA, the discipline shall be deemed conclusively to have been for just cause. If ATU Local 241 so informs the CTA that it wants to meet about the disciplinary action, the Vice President of Bus Operations or his designee and the Recording Secretary of ATU Local 241 or his designee shall meet on a day agreed by the parties. There shall be at least one such meeting per month. Should the parties be unable to agree that the discipline was justified, ATU Local 241 shall have the right to protest the discipline through the expedited arbitration procedure described in the following subparagraph 2.F.

F. Grievances over discipline imposed on bus operators based on AVAS-BLIS data and or reports shall be exclusively resolved through the following process:

(1) Within twenty-one (21) days of the meeting described in subparagraph 2.E, ATU Local 241 may grieve the disciplinary action by simultaneously notifying the undersigned neutral (or any other arbitrator agreed upon by the parties if the undersigned neutral is unable to hear the dispute) and the CTA of its desire to contest the discipline imposed by the CTA. Such notification shall be by means of the AVAS-BLIS Grievance form referred to in subparagraph 2.E with all relevant forms referred to in subparagraph 2.C attached.

(2) The dispute shall then be resolved through an informal and expedited arbitration. The arbitrator shall have the authority to establish the procedures and requirements for such arbitrations; to consolidate disputes for presentation by the parties; to impose remedies where appropriate; and to refer disputes to regular arbitration before the undersigned neutral under the Agreement.

(3) The party whose position is not upheld shall be responsible for the arbitrator's fees for any such proceeding. In cases where positions are not fully upheld, the arbitrator shall have the ability to allocate responsibility for fees. Where appropriate and as determined by the arbitrator, the arbitrator shall also have the authority to impose costs or other relief against a non-prevailing party.

3. Commencing six (6) months after the date of this award and every six (6) months thereafter so long as the procedure established herein remains in existence, a labor-management committee composed of three (3) members appointed by the CTA and three (3) members appointed by ATU Local 241 shall meet to discuss the application of AVAS-BLIS technology to the CTA's bus terminals.

4. The procedures set forth in this Order shall be initially implemented on a trial basis for a period of fourteen (14) months unless the CTA and ATU Local 241 agree otherwise. The undersigned shall retain jurisdiction to enforce the terms of this Order and to modify any part of this Order on his own, through agreement of the parties, or for cause shown. The procedures set forth in this Order shall remain in place after the end of the fourteen (14) month trial period until one party gives written notice to the other that the procedures are terminated, in which case all grievances otherwise subject to subparagraph

2.E filed before the date of the aforesaid notice shall be resolved pursuant to subparagraph 2.E.

5. Notwithstanding the first sentence of subparagraph 2.A, nothing herein limits the right of the CTA to determine the periods over which it will measure schedule adherence for the purpose of disciplining employees based originally on AVAS-BLIS data. The CTA agrees to discuss any such change with ATU Local 241 in advance but believes that it has no obligation to bargain over such changes.

6. The CTA withdraws its motions to dismiss certain grievances.

7. The signatures of the CTA and ATU Local 241 arbitrators below evidence the jurisdiction of the panel to issue this Order but do not necessarily indicate either party's agreement with each aspect of the Order.

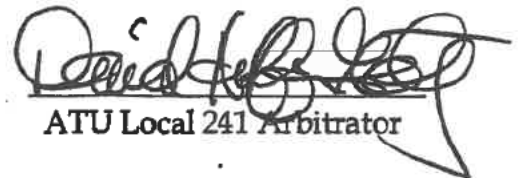
Dated: 2-4-11



Impartial Chairman



CTA Arbitrator



ATU Local 241 Arbitrator

RESOLUTION OF AVAS GRIEVANCES

Grievant	Gr. No.	Resolution
Allen, Andre	10-0622	1
Anguiano, Joseph	10-1005	2
Applewhite, Dorothy	08-0695	1
Baker, Cornelius	09-0256	1
Baker, Cornelius	09-0354	1
Baker, Cornelius	09-1090	2
Ball, Paula R.	08-0659	1
Barron, Michael	10-0607	1
Berry, Tammie	08-0643	1
Berry, Tammie	09-0250	2
Brent, LaWanda	08-0521	1
Brewer-Coleman, Jeanette	08-0995	1
Brindise, Jerry	08-0242	1
Brown, Clifford	10-0315	1
Brown, Jacqueline	08-0849	1
Brown, Jacqueline	09-0281	1
Brown, Johnny	10-0912	2
Burns, George	10-1085	2
Callazo, Carolyn	09-0115	1
Campbell, John	09-0254	2
Cannon, Toronzo	10-0371	1
Castillo, Jesus	10-0337	2
Chambers, Kempes	09-0139	1
Chaney, Dwayne	08-0696	1
Chaney, Dwayne	09-1142	2
Chaney, Leroy	08-0641	1
Charalambous, Andreas	08-0515	1
Chavez, Isidro	08-0789	1
Clark, Cassandra	08-0926	1
Cleveland, Ralph	09-1171	2
Coakley, Martha	09-0131	2

Attachment 1

Grievant	Gr. No.	Resolution
Cobb, Denise	08-0621	1
Collins, Justus	09-0214	2
Collins, Keith	10-0831	1
Conner, Jerry	08-0693	1
Cook, Karl	09-0585	2
Coopwood, Carney	10-0375	2
Correna, Daniel	08-0427	1
Crawford, Tracey	10-0909	2
Diaz, Oswaldo	08-0524	1
Dickerson, Sonya	09-0942	2
Dixon-Huff, Amy	08-0705	1
Echols, Deondre	08-0692	1
Edwards, Jerry	09-1043	3
Evans, Gelai	08-0812	1
Ewing, Ray	09-0385	1
Feliciano, Fernando	10-0927	1
Finister, Letitia	08-0688	1
Franklin, Andrew	10-0682	1
Fulton, Floyd	08-0658	1
Funches, Tyrone	10-0641	1
Gatewood, Barbara	09-1028	1
Gonzalez, Evelyn	08-0445	1
Goode, Westbrook	08-1179	1
Hale, Sharon	09-0556	1
Harrison, Toiya	08-0687	1
Hatley, Marvin	10-1094	2
Hayden, Stephen	08-0883	1
Hayes, Beverly	08-0580	2
Haywood, Marlon	08-0713	1
Hebron, Henry	09-0266	2
Hester, Reginald	08-0718	1
Hester, Reginald	08-0723	1
Hester, Reginald	09-0567	1

Grievant	Gr. No.	Resolution
Hill, Keith	08-0476	1
Hill, LuWanda	08-0584	1
Hill, LuWanda	08-0585	2
Hodges, Vern	08-1157	1
Howard, Terrance	09-0247	2
Howe, Robert W.	08-0413	1
Hurd, Cassandra	10-0632	2
Hurd, Cassandra	10-0674	2
Jackson, Patricia	09-0262	2
James, Aretha Oliver	10-0765	1
James, Brenda	10-0398	1
Johnson, LaChristy	08-0815	1
Johnson, LaTonya	08-0854	1
Johnson, Michael	08-0448	1
Johnson, Nijuana	09-0237	1
Johnson, Rose Mary	09-0639	2
Jones, Venita	08-0715	1
Lampkin, Marian	10-0260	1
Lampkin, Marian	10-0766	1
Land, Sheila	08-0565	1
Landon, Ernest	10-0729	1
Lane, Edgar	10-0593	1
Lawson, Tamera	08-0830	1
Lee, Kenneth	09-0879	2
Lewis, Brandon E.	08-0673	1
Lewis, Camille	08-0663	2
Lewis, Edward	08-0774	1
Lewis, George	08-0545	2
Lighthall, Robie	08-0617	2
Lighthall, Robie	08-0516	2
Lighthall, Robie	08-0517	2
Lindsey, John	08-0644	1
Linn, Richard	09-0160	1

Grievant	Gr. No.	Resolution
Lugo, Imelda	08-0816	1
Luke Sr., Danny	08-0870	1
Mack, Bonjour	08-0456	2
Mackey, Antoinette	10-0369	1
Mackey, Antoinette	10-0406	2
Madden, Roy	09-0395	1
Magee, James	09-0248	1
Martinez, John	08-0615	1
Martinez, John	08-1029	2
Martinov, Mike	09-0173	1
Matthews, Tanya	08-0527	1
McCarter, Marlon	08-0656	1
McClure, Daryl	08-0694	1
McClure, Tasha	09-0863	1
McCollum, James	10-0992	1
McGahee, Kenneth	10-0829	1
McGahee, Kenneth	08-0657	1
McGrone, Ross	08-0690	1
Meeks, Demenyon	10-0372	2
Milton, Mark	08-0572	1
Mitchell, Apriyl	10-0437	2
Montgomery, Daniel	09-0387	2
Moore, Marquette	08-0640	1
Moses, Vera	08-0672	1
Muhammad, Larry	09-0352	1
Nelson, Juan	09-0226	2
Nelson, Terrell	08-0604	2
Ochiabutor, Uba-Light	10-0904	1
Palacios, Michael	08-0971	1
Parnell, Camela	08-0697	1
Perrie, Andre	10-0841	1
Qualls, Theo	09-0088	1
Quinn, Patricia	08-0689	1

Grievant	Gr. No.	Resolution
Redmond, Carlos	08-0250	1
Redmond, Laval	09-0719	2
Redmond, Rodges	09-0812	1
Redmond, Rodges	10-0528	1
Reyes, Herman	08-0145	1
Robertson, Marcus	09-0808	2
Robinson, Cedric	08-0717	1
Robinson, Cedric	08-0758	2
Robinson, Fannie	08-0460	1
Robinson, Fannie	08-0305	1
Robinson, Gloria	09-0645	1
Robinson, Gloria	10-0513	3
Robinson, Kimberly	08-0241	1
Rodriguez, Victor	09-0742	1
Rounsaville, James	09-0686	2
Salahuddin, Aatifa	08-0959	2
Scurlock, Nathaniel	08-0353	1
Sharp, Jeanette	08-0714	2
Simpson, Rona	10-0615	2
Smith, Cornelius	09-0031	1
Smith, Cornelius	09-0608	2
Smothers, Rhonda	09-0900	1
Snowden, Nikil	08-0642	2
Soto, Santos	08-0576	1
Stewart, Sue	09-0148	1
Stokes, Janice	09-0939	1
Taylor, Michael (K. Gillie)	08-0472	1
Taylor, Michael (D. Thornton)	09-0238	1
Teper, Thomas	09-0936	1
Terrell, Albennett	10-0820	2
Thomas, Lynne	08-0691	1
Thomas, Lynne	09-0531	2
Thomas, Sergio	08-0645	2

Grievant	Gr. No.	Resolution
Thompson, Aundra	09-0954	1
Trice, Cedric	10-0316	1
Vazquez, Victoria	08-0333	1
Wade, Jean	09-0168	1
Walker, Anthony	09-0154	1
Wardlow, Jeffrey	09-0223	2
Watson-Eastlin, Tammi	09-0519	1
Weathers, Paulette	08-1040	1
Welbel, Adam	10-0983	2
Williams, Brenada	08-0142	1
Williams, Derrick	11-0031	1
Williams, Terence	08-0246	1
Wolski, Steven	10-0456	1
Zaccari, Edward	08-0574	1

Key

- 1 Denied.
- 2 Granted in part, denied in part; grievants receive backpay for periods of suspension but suspensions remain on record.
- 3 Granted in part, denied in part; grievants to be reinstated without backpay.

All Time Pts

Route	Trips Counted	Trips % Early	Trips % Late	% Late Full Layover	Overall Performance from Peers	Difference	% Early Late	Overall Performance	Employee's Initial	
1	1 Mult	119	1	1%	98	82%	27%	-41%	1% 72%	27%
1	1 Mult	60	6	10%	43	72%	13%	-42%	6% 67%	27%
1	1 Mult	85	3	4%	64	75%	15%	-45%	4% 69%	27%
1	1 Mult	50	1	2%	37	74%	10%	-40%	8% 69%	23%
1	1 Mult	40	1	3%	27	68%	5%	-34%	4% 49%	47%
1	1 Mult	73	2	3%	48	66%	8%	-31%	4% 54%	41%
1	1 Mult	95	0	0%	65	68%	7%	-34%	7% 54%	40%
1	1 Mult	111	0	0%	75	68%	9%	-39%	2% 51%	46%
1	1	55	0	0%	37	67%	38%	-34%	3% 48%	43%
1	1 Mult	51	1	2%	33	65%	16%	-35%	3% 52%	46%
1	1	95	0	0%	63	66%	5%	-33%	0% 51%	43%
1	1	50	0	0%	32	64%	12%	-33%	8% 54%	38%
1	1 Mult	75	1	1%	47	63%	15%	-33%	2% 49%	47%
1	1	68	0	0%	43	63%	13%	-31%	9% 45%	47%
1	1 Mult	144	0	0%	89	62%	7%	-22%	1% 48%	51%
1	1	34	1	3%	20	59%	24%	-32%	14% 32%	51%
1	1	73	2	3%	43	59%	16%	-33%	10% 36%	51%
1	1 Mult	45	2	4%	25	56%	7%	-21%	11% 46%	43%
1	1	57	0	0%	34	60%	11%	-27%	0% 51%	49%
1	1 Mult	47	2	4%	26	55%	4%	-25%	2% 51%	47%
1	1 Mult	47	0	0%	28	60%	28%	-22%	27% 23%	56%
1	1 Mult	51	2	4%	28	55%	8%	-25%	6% 30%	56%
1	1 Mult	72	0	0%	42	58%	17%	-14%	7% 31%	61%
1	5 Mult	81	2	2%	45	56%	23%	-22%	20% 31%	43%
1	1 Mult	38	0	0%	22	58%	11%	-24%	5% 44%	51%
1	1 Mult	64	3	5%	34	53%	17%	-23%	19% 38%	43%
1	1 Mult	84	1	1%	47	56%	7%	-23%	3% 41%	51%
1	1 Mult	41	1	2%	22	54%	29%	-23%	22% 22%	51%
1	1	43	3	7%	21	49%	14%	-13%	13% 44%	43%
1	1	65	0	0%	36	55%	11%	-31%	10% 36%	51%
1	1	56	2	4%	29	52%	30%	-30%	15% 31%	51%
1	1 Mult	60	1	2%	32	53%	17%	-25%	9% 52%	47%
1	1 Mult	42	1	2%	22	52%	14%	-22%	7% 43%	51%
1	1 Mult	59	3	5%	29	49%	15%	-20%	9% 47%	43%
1	1	59	3	5%	29	49%	7%	-23%	18% 32%	51%
1	1 Mult	48	1	2%	25	52%	13%	-23%	20% 25%	51%
1	1	113	2	2%	59	52%	10%	-14%	4% 43%	51%

7(1)(b)

Q-15

7(1)(b)

7(1)(b)

WK	P018	146	SolPin	1:44:00 PM	12/13/2010 1:41:49 PM	-2.2	10.0	7.6	Early
WK	P018	146	SolPin	1:44:00 PM	12/14/2010 1:41:05 PM	-2.9	10.0	12.0	Early
WK	P018	146	SolPin	1:44:00 PM	12/15/2010 1:41:04 PM	-2.9	10.0	4.1	Early
WK	P018	146	SolPin	1:44:00 PM	12/16/2010 1:41:13 PM	-2.8	10.0	1.3	Early
WK	P018	146	SolPin	1:44:00 PM	12/17/2010 1:42:24 PM	-1.6	10.0	5.1	Early
WK	P015	146	SolPin	1:24:00 PM	12/20/2010 1:21:12 PM	-2.8	10.0	3.8	Early

Copyright © 2009, 2010 Chicago Transit Authority | Disclosure Policy

Powered by

Microsoft-IIS/6.0 @665

Q-17

OPERATOR'S AVAS DISPUTE FORM

Employee Name: _____ Badge: _____

Work Location: _____ Today's Date: _____

Date of disputed AVAS entry: _____

Scheduled departure time of disputed AVAS entry: ____ : ____

Type of Dispute (check one, provide explanation as indicated, and sign at the bottom):

☐ **AVAS shows the wrong departure time.**

When did you actually leave the terminal? ____ : ____

When does AVAS say you left the terminal? ____ : ____

How do you know when you actually left the terminal? _____

Why do you believe AVAS has the wrong departure time? _____

☐ **I have a valid excuse for leaving the terminal early / late.**

Explain your reason for leaving the terminal early or late and attach any supporting documents (for example, switchback slips): _____

Employee Signature

AVAS-BLIS GRIEVANCE BLANK

Local Union 241 • Amalgamated Transit Union
A.F.L. - C.I.O. - C.L.C.

Suite 850 • 20 S. Clark Street • Chicago, Illinois 60603
Telephone: (312) 341-1733 • Fax: (312) 341-1471

Grievance #		Labor Relations Stamp
Date Issued:	Date Received:	
Board Member Signature:		

Use this form only if you have been charged with having too high a percentage of "early" or "late with full layover" terminal departures as measured by AVAS. AVAS grievances must be filed within fourteen (14) calendar days of the issuance of discipline.

For any other grievance, use a regular Grievance Blank.

Date: _____
Email: _____
Name: _____ Cell Phone: _____
Address: _____ Home Phone: _____
City: _____ State: _____ Zip: _____
Employed as: _____ Badge: _____
Work Location: _____ Hire Date: _____

Were you:

- ☐ Suspended? How many days: _____
☐ Discharged?

State briefly and plainly the basis of your grievance: _____

ATTACHMENT R

NON-RESTRUCTURED GRADES
RATE SCHEDULE I

CHICAGO TRANSIT AUTHORITY

SCHEDULE FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G000	1-12	28.901	2312.09	4624.18
G000	13-24	29.365	2349.18	4698.36
G000	THEREAFTER	29.826	2386.10	4772.21
G001	1-12	30.291	2423.27	4846.55
G001	13-24	30.635	2450.83	4901.65
G001	THEREAFTER	30.981	2478.46	4956.92
G002	1-12	31.446	2515.71	5031.42
G002	13-24	31.907	2552.55	5105.11
G002	THEREAFTER	32.369	2589.56	5179.12
G003	1-12	32.602	2608.14	5216.29
G003	13-24	33.063	2645.07	5290.14
G003	THEREAFTER	33.527	2682.16	5364.31
G004	1-12	33.758	2700.66	5401.32
G004	13-24	34.104	2728.29	5456.59
G004	THEREAFTER	34.450	2756.01	5512.01
G005	1-12	34.682	2774.59	5549.18
G005	13-24	35.030	2802.39	5604.77
G005	THEREAFTER	35.377	2830.18	5660.36
G006	1-12	35.607	2848.52	5697.05
G006	13-24	36.184	2894.74	5789.48
G006	THEREAFTER	36.765	2941.20	5882.40
G007	1-12	36.994	2959.54	5919.08
G007	13-24	37.574	3005.92	6011.84
G007	THEREAFTER	38.151	3052.06	6104.12
G008	1-12	38.383	3070.64	6141.28
G008	13-24	38.843	3107.41	6214.81
G008	THEREAFTER	39.307	3144.57	6289.15
G009	1-12	39.539	3163.16	6326.32
G009	13-24	40.002	3200.16	6400.33
G009	THEREAFTER	40.463	3237.01	6474.02
G010	1-12	40.925	3274.02	6548.03
G010	13-24	41.505	3320.40	6640.79
G010	THEREAFTER	42.080	3366.37	6732.74

NON-RESTRUCTURED GRADES
RATE SCHEDULE I

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED THROUGH NOVEMBER 30, 1974

100+

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G011	1-12	43.00681	3440.54	6881.09
G011	13-24	43.4704	3477.63	6955.26
G011	THEREAFTER	43.93298	3514.64	7029.28
N001	1-6	23.81277	1905.02	3810.04
N001	7-12	24.61976	1969.58	3939.16
N001	THEREAFTER	25.42675	2034.14	4068.28
N002	1-6	25.17425	2013.94	4027.88
N002	7-12	25.99942	2079.95	4159.91
N002	THEREAFTER	26.82156	2145.72	4291.45
N003	1-6	26.27111	2101.69	4203.38
N003	7-12	26.5327	2122.62	4245.23
N003	THEREAFTER	27.74571	2219.66	4439.31

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION
CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475

NON-RESTRUCTURED GRADES
RATE SCHEDULE II

CHICAGO TRANSIT AUTHORITY

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100%

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
	1-12	28.901	2312.09	4624.18
G000	13-24	29.365	2349.18	4698.36
G000	THEREAFTER	29.826	2386.10	4772.21
	1-12	30.291	2423.27	4846.55
G001	13-24	30.635	2450.83	4901.65
G001	THEREAFTER	30.981	2478.46	4956.92
	1-12	31.446	2515.71	5031.42
G002	13-24	31.907	2552.55	5105.11
G002	THEREAFTER	32.369	2589.56	5179.12
	1-12	32.602	2608.14	5216.29
G003	13-24	33.063	2645.07	5290.14
G003	THEREAFTER	33.527	2682.16	5364.31
	1-12	33.758	2700.66	5401.32
G004	13-24	34.104	2728.29	5456.59
G004	THEREAFTER	34.450	2756.01	5512.01
	1-12	34.682	2774.59	5549.18
G005	13-24	35.030	2802.39	5604.77
G005	THEREAFTER	35.377	2830.18	5660.36
	1-12	35.607	2848.52	5697.05
G006	13-24	36.184	2894.74	5789.48
G006	THEREAFTER	36.765	2941.20	5882.40
	1-12	36.994	2959.54	5919.08
G007	13-24	37.574	3005.92	6011.84
G007	THEREAFTER	38.151	3052.06	6104.12
	1-12	38.383	3070.64	6141.28
G008	13-24	38.843	3107.41	6214.81
G008	THEREAFTER	39.307	3144.57	6289.15
	1-12	39.539	3163.16	6326.32
G009	13-24	40.002	3200.16	6400.33
G009	THEREAFTER	40.463	3237.01	6474.02
	1-12	40.925	3274.02	6548.03
G010	13-24	41.505	3320.40	6640.79
G010	THEREAFTER	42.080	3366.37	6732.74

NON-RESTRUCTURED GRADES
RATE SCHEDULE II

CHICAGO TRANSIT AUTHORITY

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
DECEMBER 1, 1974 THROUGH DECEMBER 31, 1996

100+

HOURLY RATED CLASSIFICATIONS

GRADE	TIME PERIOD	HOURLY RATE	BIWEEKLY	MONTHLY
G011	1-12	43.00681	3440.54	6881.09
G011	13-24	43.4704	3477.63	6955.26
G011	THEREAFTER	43.93298	3514.64	7029.28
N001	1-6	23.81277	1905.02	3810.04
N001	7-12	24.61976	1969.58	3939.16
N001	THEREAFTER	25.42675	2034.14	4068.28
N002	1-6	25.17425	2013.94	4027.88
N002	7-12	25.99942	2079.95	4159.91
N002	THEREAFTER	26.82156	2145.72	4291.45
N003	1-6	26.27111	2101.69	4203.38
N003	7-12	26.5327	2122.62	4245.23
N003	THEREAFTER	27.74571	2219.66	4439.31

TOTAL PAID RATE EFFECTIVE: JANUARY 1, 2019.

RATES PREPARED AND VERIFIED BY THE FINANCIAL SYSTEMS DEPARTMENT. FOR MORE INFORMATION
CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-3424 OR 681-3475