



Chicago Transit
Merchandise Mart Plaza, P.O. Box 955
Chicago, Illinois 60654
(312) 664-7200

No. 3 Painter Inspectors Grievance No. 2-85
Utilization and Training (w/9/18/85
cover memo)

September 13, 1985

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

Dear Mr. Brown:

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

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

Foster, W.
Racky, T.
Ziegler, R.
Tillery, W.
Cardenas, E.

Glatz, J.
Flynn, J.
Fortier, F.
Walker, L.
Keegan, J.

Byrne, J.
Knudsen, E.
Meeks, J.
Crawley, M.

They will be notified forthwith.

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

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

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

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

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

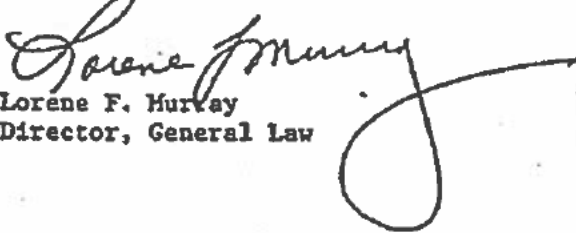
Page Two
September 13, 1985

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

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

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

Very truly yours,


Lorene F. Murray
Director, General Law

LFM:ek

Date: September 18, 1985

To: Anita Curtis, Jim Marshall, Tom Wolgemuth, Tom Czech, Andy Schmidt,
Wally Hallford and Mike Cook

From: Rene Murray

Re: PAINT INSPECTORS - GRIEVANCE #2-85, LOID BROWN

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

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

LFM:ek
Attach.

85 SEP 20 P1:05

Original: Grievance #2-85 File

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



Chicago Transit

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

No. 4

CTA Response to Union's Overtime
Proposals, Buildings & Grounds (w/union's
11/28/88 proposal and 1/13/89 memo on
overtime grievance)

January 10, 1989

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

Re: Union's Overtime Proposals

Dear Mr. Brown:

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

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

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

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

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

Mr. Loid Brown
January 10, 1989
Page Two

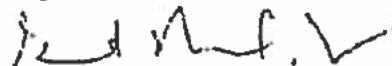
Item 5: As long as it is acknowledged that overtime is kept within the individual areas, this item is acceptable.

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

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

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

Very truly yours,



Grant Ward, Jr.
Manager, Labor Relations

GW/JEB:ek
cc: G. Brady

PROPOSALS

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

Automotive & Equipment Painters
& Processors Union, Local 396



January 13, 1989

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

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

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

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

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

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

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


 James E. Bidwill

bcc: J. Brady
 L. Brown
 G. Ward, Jr.

THIS COPY FOR 



No. 5 Full-Time Temporary Employees hired for
Capital Projects

Chicago Transit

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

March 23, 1990

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

Re: Full-Time Temporary Employee
For Capital Projects

Dear Mr. Brown:

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

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

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

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

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

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

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

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

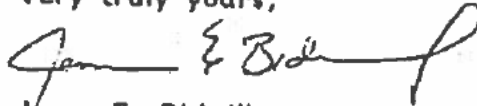
6. Any qualified reference submitted by the Union for the FTT-Capital positions will be given first preference for hiring into those positions. Please keep in mind the Authority's affirmative action commitments.

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

Accepted:



Very truly yours,



James E. Bidwill
Director, Contract Administration

JEB:lf

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

Painters

Numbers of
Positions

Approximate
Duration

Program

1 FTT Painter
2 FTT Painters

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

2400 C/D REHAB
2000 MINI-REPAIRS

TOTAL: 3



Chicago Transit No. 6 Full-Time Temporary Employees for Capital
Projects Hired Prior to 3/23/90 (w/attachments
of Exhibits A & B dated 3/23/90 and 7/24/90)
Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 664-7200

June 27, 1990

Revised 7/24/90

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

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

Dear Mr. Brown:

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

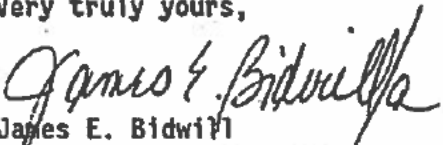
The employees hired prior to March 23, 1990 eligible to receive these benefits are listed on Exhibit B, attached. Exhibit B also reflects the employees' dates of hire, when/if they transitioned to a non-capital position and the employees' eligibility dates for certain benefits (i.e. insurance, holidays,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

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

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

If you have any questions, please contact me immediately.

Very truly yours,


James E. Bidwill
Director, Contract Administration

ACCEPTED:


Loid Brown
Business Representative
Local 396

JEB/DT/mrn
Attachments

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

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



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

March 23, 1990

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

Re: Full-Time Temporary Employee
For Capital Projects

Dear Mr. Brown:

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

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

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

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

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

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

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

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

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

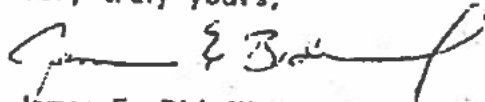
If the above is acceptable to the Union, please so indicated by signing below.
If you have any questions, please contact me immediately.

Accepted:



JEB:lf

Very truly yours,



James E. Bidwill
Director, Contract Administration

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

Painters

**Numbers of
Positions**

**Approximate
Duration**

Program

1 FTT Painter
2 FTT Painters

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

2400 C/D REHAB
2000 MINI-REPAIRS

TOTAL: 3

CORRECTED COPY - 7/24/90

PAINTERS (2 Employees)

Exhibit B

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

Pursuant to Agreement:

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

Eligible for holidays: 5/21/90

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

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

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

Pursuant to Agreement:

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

Eligible for holidays: 5/21/90

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

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

CHICAGO TRANSIT AUTHORITY

SENIORITY WORK PICK

FOR

BUILDINGS AND GROUNDS DIVISION PAINTERS

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

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

This Agreement, made by and between the Chicago Transit Authority and Local Union #396, Automotive and Equipment Painters and Processors Union, is dated September 8, 1990.

AGREED:

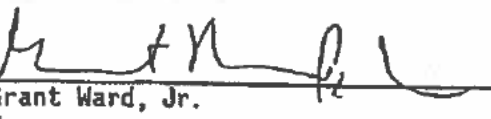
Local #396


Loid W. Brown
Business Representative

CHICAGO TRANSIT AUTHORITY


Roy Smith
Senior Manager
Facilities Maintenance


Gordon Brady
Manager
Buildings and Grounds Maintenance


Grant Ward, Jr.
Manager
Labor Relations



December 10, 1990

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

RE: Inter-Union Transfers

Dear Mr. Burkard:

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

The agreement is as follows:

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

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

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

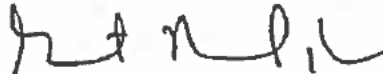
Nick F. Burkard
Page - 2 -
December 10, 1990

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

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

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

Very truly yours,



Grant Ward, Jr.
Manager, Labor Relations

APPROVED:


Nick F. Burkard

GW/JEB/mrn



February 27, 1991

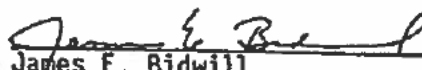
TO: See Distribution List
FROM: Director, Contract Administration
RE: Inter-Union Transfers

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

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

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

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


James E. Bidwill

JEB:ek
Attach.

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



Chicago

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

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

July 19, 1991

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

Re: Paint Inspectors

Dear Mr. Brown:

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

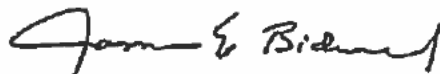
The first subject was testing of paint inspectors. After discussion, the parties agreed on the following propositions:

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

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

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

Very truly yours,



James E. Bidwill
Director, Contract Administration

JB:lf

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

OK
6K

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

OK

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



Chicago Transit

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

Assignments, and Rate of Pay

June 16, 1992

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

Re: Paint Inspectors

Dear Mr. Brown:

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

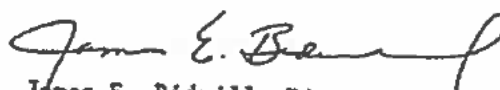
The following agreements and clarifications were made:

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

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

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

Very truly yours,



James E. Bidwill, Director
Contract Administration

Agreed:



Loid Brown

JEB/lc

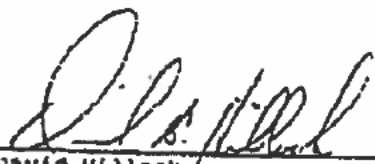
cc: D. Hillock
G. Haenisch
T. Czech
G. Ward, Jr.
A. Gaughan
D. Bowie
G. Kurowski
R. Jania

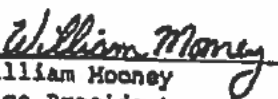


TO: Service Delivery General Managers
FROM: Vice President, Bus Service Delivery
Vice President, Rail Service Delivery
DATE: October 30, 1992
RE: Miscellaneous Painting

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

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


David Hillock
Vice President
Bus Service Delivery


William Mooney
Vice President
Rail Service Delivery

DR:WH:JES/ab



Chicago Transit

Alternate Schedule)

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

November 21, 1994

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

Re: Night Graffiti Removal

Dear Mr. Brown:

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

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

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

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

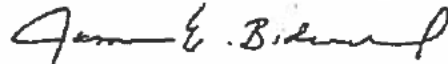
This schedule will be put in place one week of each month, and will continue indefinitely.

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

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

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

Very truly yours,



James E. Bidwill

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

AGREEMENT

THIS AGREEMENT, made this 16th day of April, 1998 by and between the Chicago Transit Authority (hereinafter, "the CTA") and Local Union 8A-28A, Metal Polishers, Sign Pictorial and Display Automotive Equipment Painters, Production and Novelty Workers Union (hereinafter "the Union"),

WITNESSES:

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

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

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

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

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

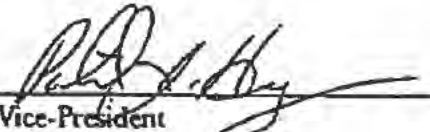
5. This agreement constitutes the exclusive and complete agreement between the parties relating to the subject matter hereof. Further, the parties agree that this agreement, and its terms and conditions shall not be used as a precedent in any present or future dispute between the parties, nor in any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

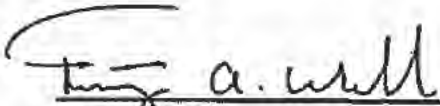
THIS AGREEMENT is made on the date hereof at Chicago, Illinois.

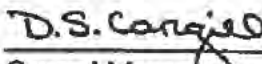
LOCAL 8A-28A, METAL POLISHERS,
SIGN PICTORIAL AND DISPLAY
AUTOMOTIVE EQUIPMENT PAINTERS
PRODUCTION AND NOVELTY
WORKERS

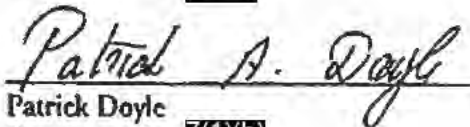
CHICAGO TRANSIT AUTHORITY

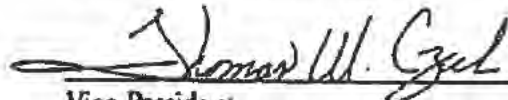

Business Representative

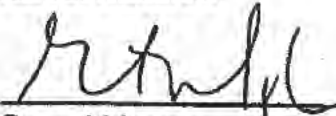

Vice-President
Facilities Maintenance


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


D.S. Carpio
General Manager
Construction Maintenance


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


Vice-President
Human Resources


General Manager
Industrial Relations

JEB/ab



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

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

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

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

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

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

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


James E. Bidwill

JEB/ab
Enclosure(s)

Distribution List:

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

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



regarding Mileage Allowance

Chicago Transit Authority

Merchandise Mart Plaza, 2nd Fl., Box 1555
Chicago, Illinois 60644
(312) 664-7210

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

October 9, 1998

RECEIVED

OCT 12 1998

GRIEVANCE ARBITRATION

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

Dear Mr. Brown:

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

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

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

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

Sincerely,


Patrick J. Harney
Vice President, Maintenance

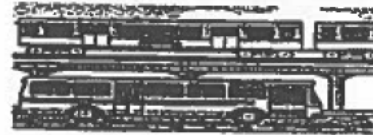
PIH/TEB/cgn

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

20
10/13/98

Interoffice Memo

Office of the Executive Vice President
For Transit Operations



DATE: November 25, 1998

TO: ALL TRANSIT OPERATIONS GENERAL MANAGERS

FROM: Richard N. Winston 

RE: MISCELLANEOUS PAINTING

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

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

RNW/gg



Chicago Transit Authority

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

December 1, 1998

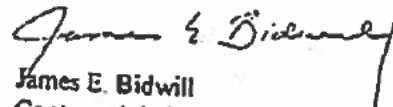
Loid Brown
Area Field Representative
Metal Polishers, Sign Pictorial and
Display Automotive Painters,
Production and Novelty Workers
Local Union 8A-28A
1130 South Wabash, Suite 203
Chicago, Illinois 60605

Re: Miscellaneous Painting

Dear Loid:

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

Very truly yours,


James E. Bidwill
Contract Administration

JEB/ab
Enclosure(s)

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



Chicago Transit

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

No. 17 Full-Time Temporary Employees for
Capital Projects

May 30, 2000

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

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

Dear Ms. Foster:

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

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

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

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

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

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

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

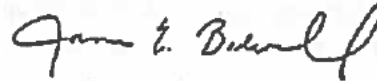
4. In the event full-time permanent positions become available during the capital projects period, FTTC employees with an acceptable record will be given first preference for such open positions (unless such preference would raise promotion and/or transfer issues, in which case the Union and the Authority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

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

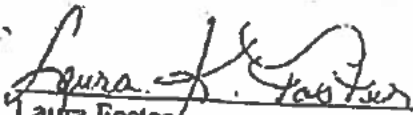
6. Any qualified reference submitted by the Union for the FTTC positions will be given first preference for hiring into those positions. To be considered qualified, an applicant must satisfy all the criteria and fulfill all of the obligations required for placement in a journeyman position with the Authority.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

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

Very truly yours,



James E. Bidwill
Contract Administration


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

JEB/ab

cc: R. Gicrut
P. Reilly
R. Malek



Chicago, Illinois 60654
(312) 664-7200

Classification (w/10/31/00 letter and job
Description)

October 4, 2000

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

Re: Sign and Display Painter

Dear Laura:

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

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

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

Very truly yours,

James E. Bidwill
Contract Administration

JEB/ab

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

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



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

October 31, 2000

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

Re: Sign and Display Painter

Dear Ms. Foster:

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

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

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

Very truly yours,

Clayton McLean
Acting Manager, Job
Classification & Compensation

CM/mfs
Attachment

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

**THE CHICAGO TRANSIT AUTHORITY
POSITION DESCRIPTION**

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

POSITION SUMMARY

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

PRIMARY RESPONSIBILITIES

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

MANAGEMENT RESPONSIBILITIES

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

Job Title	# Incumbents
.	

Budget responsibility for this position is:

Budget Size	Direct or Indirect Impact
.	

CHALLENGES

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EDUCATION/EXPERIENCE REQUIREMENTS

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

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

WORKING CONDITIONS

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

PHYSICAL DEMANDS

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

surfaces.

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

EQUIPMENT, TOOLS, AND MATERIALS UTILIZED:

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

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

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

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

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

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

CHICAGO TRANSIT AUTHORITY

CRAFT COALITION

By: 

By: 

Date: _____

Date: 10-25-12

CRAFT SURVEY PROCEDURE

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

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

PROPOSED PROCEDURES

I FTP Journeyman Vacancies to be filled shall first be offered to FTP CTA employees within the same shop by the survey process as follows:

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

II When a Journeyman vacancy becomes available to move between Shops, the following procedure should be followed:

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

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

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

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

WORK RECORD REVIEW CRITERIA

LEVEL I

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

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

LEVEL II

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

LEVEL III

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

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

X

Katharine Lundie
General Manager, CTA Labor Relations

X

Joe Kinchart
Painters, District Council 14

