

- b. An employee requested by the Authority to submit to a drug and/or alcohol test due to the employee's failure to satisfactorily comply with his/her follow-up testing plan requirements shall not be compensated.

3.

- a. If an employee is on active status after the initial EAP treatment anytime during the course of the follow-up phase and is found to be positive for alcohol (above the specified limits), drugs or controlled substances, he or she will be considered as a rule violator as defined by Section B.2 except as provided in Section G.4 below. An employee is deemed to be on active status and subject to this provision as of the time the employee reports for the return to work physical. The Substance Abuse Professional will notify the employee in writing, at the time he or she successfully completes their initial phase of EAP treatment and is released to return to his or her former classification, that the follow-up phase commences when the employee reports to the Medical Department for the return to work physical.
- b. However, an employee on active status as referenced in subsection 3.a above shall be discharged and not be made a rule violator if (1) the employee has any prior rule violations during his/her history of employment with CTA, or (2) the positive result was for a drug/alcohol test conducted pursuant to a vehicular post-accident situation involving any personal injury or property damage as defined by Section B.2 and the "Attachment H Appendix".

4.

- a. If an employee, anytime during the course of the follow-up testing period referred to in Section G.3, and prior to notification of a drug and/or alcohol test in accordance with Attachment G, Section 11.A, informs the EAP counselor that he or she has relapsed, the employee shall be permitted to continue in the Program. An employee will be permitted to relapse only once during the follow-up testing period. The employee will continue in the Program as either a rule violator or a volunteer depending on how he or she was admitted to the Program prior to the relapse. However, continuing in the Program shall not constitute volunteering into the Program for the purposes of Section C.8. The Substance Abuse Professional shall determine the length of the prescribed treatment program, but in no event shall an employee be removed from service for more than sixteen (16) weeks after announcing his or her relapse. Upon the Medical Review Officer finding the employee fit for duty, the employee shall again be subject to unannounced follow-up testing pursuant to Section G.3 above.

5.

- a. The EAP will notify the Union and conduct an intervention meeting in the event of non-participation on the part of a participant. However, continued non-participation after said intervention will result in a Memorandum of Non-Participation which may constitute rule violator status as defined by Section B.2. Inadvertent failure to notify the Union, or failure to conduct said intervention meeting, will not serve to excuse an employee for non-compliance with the prescribed EAP conditions.

H. Administration of the Employee Assistance Program

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

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

I. Hiring of Former Part-time Employees

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

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

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

ATTACHMENT H APPENDIX

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

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

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

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

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

However, if the CTA official determines, using the best information available at the time the decision is made, that the employee's performance can be completely discounted as a contributing factor to the accident, the CTA official is not required to order a post-accident test, regardless whether the test falls under FTA or CTA jurisdiction.

EXHIBIT A: SOLE AGREEMENT
THE AUTOMOBILE MECHANICS, LOCAL UNION NO.
701, INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

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**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:

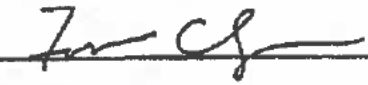
To the extent permitted by law, in the event the CTA, either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade/craft jurisdiction of a member of the CTA Craft Union Coalition to be done at the Site of construction or off-site solely for 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

Kathagne Lund
General Manager, CTA Labor Relations

X

Mark Utley
Mechanics, Local 701

Letter of Understanding

UNIT ASSEMBLER

FAMILIARIZATION PROGRAM

- PURPOSE:** Familiarize the Unit Assemblers with the basic functions performed in the respective areas at South Shops.
- ELIGIBILITY:** All current unit assemblers at South Shops (see attached list) who meet and maintain Level One Criteria as defined in Training Standards and Procedures for Service Delivery.
- DURATION:** Thirty-six (36) weeks, one six (6) week module in each area listed.
- ROTATION:** Eligibility will be limited to no more than six (6) participants per rotation. Participants who meet Level 1 criteria will be selected by seniority in the bargaining unit. Each eligible participant will spend six (6) weeks in each of the identified areas of responsibility. (See attached list of areas) While on said familiarization rotation participants will work with a journeyman bus and truck mechanic. While in said familiarization rotation the assembler will be exposed to the duties and responsibilities performed in those respective areas. At the conclusion of the designated six (6) week period the eligible participant will be rotated to the next area in said familiarization program until the completion of all six (6) modules.

When the eligible participant has completed the familiarization program, he/she will be returned to a unit assembler assignment. Eligible participants will be allowed to take any subsequent bus/truck mechanic journeyman exam. Those who pass said test, continue to meet Level I Criteria and obtain and presents a valid CDL to CTA will be utilized to fill any approved vacancies or to establish a pool of Unit Assemblers Dual Rated as Journeymen (not to exceed 6 eligible participants) to be utilized as needed. The date the eligible participant qualifies for said dual rating shall be used to determine which persons are given first opportunity to fill existing temporary vacancies. In situations where more than one eligible participant has the same dual rating date, Local 701 bargaining unit seniority shall prevail.

Eligible participants who have been in said pool for more than twelve (12) months will be given first preference to fill approved vacancies. Notwithstanding the foregoing, any approved vacancy for which a pool participant is eligible will be filled in accordance with existing procedures under the 50/50% referral agreement, with 50% of the FTP openings are filled by union referred applicants and 50% filled by Authority referred applicants.



AREA 342/1362

CONVERTER/DIFFERENTIAL

The Converter/Differential Area rebuilds and repairs Converters and Differentials for buses. The area also rebuilds and repairs Pneumatic, Hydraulic, Mechanical and HVAC components for buses and their support systems. During this phase of the rotation the Unit Assembler may be assigned to any or all of these tasks.

AREA 346/ 1346

ENGINE REBUILD

The Engine Rebuild Area test repairs and rebuilds Engines and their Component parts for all equipment. During this phase of the rotation, the Unit Assembler may be assigned to any or all of these tasks.

AREA 315/ 13561

OVERHAUL PROGRAM

The Overhaul Program performs Engine Changes, Chassis Repairs, Wheelchair Lift Repairs and Mechanical Retrofits on buses. During this phase of the rotation the Unit Assembler may be assigned to perform any or all of these tasks.

AREA 333/ 1342

BRAKE DEPT

The Brake Department Performs Brake and Chassis repairs and Rebuilds Brake Components for buses. During this phase of the rotation the Unit Assembler may be assigned to perform any or all of these tasks.

AREA 334/ 1343

Engine Overhaul performs Engine Changes on buses. The Area also Troubleshoots and Repairs Air Conditioning and Mechanical Repairs. During this phase of the rotation the Unit Assembler may be assigned to perform any or all of these tasks.

AREA 335/ 1344

In Chassis Repairs of all mechanical systems and brakes on buses.

Eligible participants who fail said journeyman exam will be returned to a unit assembler assignment and not be dual rated. They will go to the bottom of the rotation list for subsequent familiarization rotations. Further participation in any subsequent familiarization rotations will be subject to Level 1 criteria. Employees will have the opportunity to go through the familiarization rotation only twice. If they are not able to pass the journeyman bus/truck mechanic test on the second attempt they will no longer be eligible for the familiarization rotation.

PAY: All eligible participants will continue to receive their contractual rate of pay while in said familiarization rotation program. Only upon successful completion of a journeyman exam and having presented a valid CDL the eligible participant will then be dual rated and paid the journeyman rate while performing journeyman work.



Unit Assemblers

The following is a list of the current Unit Assemblers who may be considered for participation in The Familiarization Rotation:

7(1)(b) R. Wilburn
C. Long
W. Voss
7(1)(b) M. Alexander
7(1)(b) B. White
M. Hodge
C. Frazier
N. Cravens
E. McNeal

The Unit Assemblers are listed in seniority order.



Sam Cicinelli
Directing Business Representative
Automobile Mechanics, Local No. 701, IAM
500 West Plainfield Rd.
Countryside, IL 60525

Re: Training Fund and Machinists Benefit Program

Dear Mr. Cicinelli:

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

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

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

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

Very truly yours.

CHICAGO TRANSIT AUTHORITY

By: _____

Accepted and agreed on behalf of the Union:
