

Wage and Working Conditions Agreement

Between the Chicago Transit Authority and the
International Brotherhood of Electrical Workers,
Local 9



Effective January 1, 2012 through December 31, 2016



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**CHICAGO TRANSIT AUTHORITY -
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 9**

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THIS AGREEMENT, made and executed in duplicate as of the 1st day of January, 2012, by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter, the "Authority" or "CTA"), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 9 (hereinafter the "Union," "Local 9" or "Local Union 9"),

WITNESSES:

ARTICLE I - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY

1.1 UNION RECOGNITION AND SCOPE. The Authority recognizes the Union as the sole and exclusive bargaining agent for all of its employees included in the classifications listed in Attachment D, excluding all Superintendents and Assistant Superintendents, except those employees included in the classifications of Line Foreman and Signal Foreman, with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action; and also excluding all those employees doing office or clerical work, confidential employees, professional employees, and all other employees in classifications other than above specifically set forth, presently covered by labor agreements with other labor organizations.

1.2 MEMBERSHIP. All employees covered by this Agreement shall, as a condition of continued employment with the Authority, become members of the Union commencing thirty (30) days after the effective date of this Agreement or commencing thirty (30) days after their date of hire. Notwithstanding the foregoing, nothing in this Section shall inhibit or interfere with the fair share rights and obligations of the employees as set forth in the Illinois Public Labor Relations Act and as detailed in the Fair Share Memorandum of Understanding between the parties which is incorporated by reference herein as Attachment A.

1.3 CHECKOFF. The Authority agrees to deduct bi-weekly from the pay of each member of Local Union 9 covered by this Agreement, the sum of 1.5% of gross pay for union dues. The dues deduction shall be authorized in writing by the employee. The Authority further agrees to remit the deduction for dues once each four-week period to the Financial Secretary of Local Union 9.

Commencing within thirty (30) days of receipt of a signed authorization from an employee, the next month's regular monthly dues and/or assessments of the Union shall be deducted from such employee's pay. The Authority agrees to remit the deductions for Union dues and/or assessments once each month. Nothing in this Section shall inhibit or interfere with the rights and obligations of employees, including the employee's right of revoking authorization as prescribed by applicable law.

1.4 UNION STEWARDS/REPRESENTATIVES. The Union will advise the Employer in writing, of the names of no more than two (2) Stewards at each shop and shall notify the Employer promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, with pay provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their Manager or his designee in advance of their intention to handle and process grievances.

Duly authorized business representatives of the Union will be permitted access to CTA property. These business representatives will be identified to the General Manager, and on each occasion will first secure the approval of the General Manager or his designee to enter and conduct their business so as not to interfere with the operations of the CTA. The Union will not abuse this privilege, and such right to entry shall at all times be subject to general CTA rules applicable to non-employees.

1.5 NON-INTERFERENCE CLAUSE. The Authority shall be at liberty at all times during the existence of this Agreement and subject to the provisions hereof, to operate its property according to its best judgment and the orders of lawful authority.

The Union agrees that it will in no way interfere with or limit the right of the Authority to discharge or discipline its employees where sufficient cause can be shown.

It is expressly agreed that all rights and powers of management are retained by, reserved to, and exclusively vested in the Authority, including but not limited to the right to plan, direct, curtail, determine and control the employer's operations, hire, suspend, discipline or discharge for proper cause, layoff, transfer, to promote efficiency, to contract or subcontract and all rights customarily exercised by an employer, except as may be specifically limited by this Agreement, are vested in the Authority. The Authority and the Union expressly reserve their rights under this Agreement as set forth in Section 4 of the Illinois Public Labor Relations Act. No such right shall be exercised in a manner inconsistent with or contrary to the provisions of this Agreement or the law.

1.6 NO STRIKE - NO LOCKOUT. It is expressly understood and agreed that all services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof and of the agreement and conditions herein to be kept and performed by the Authority and said Union, Local Union 9 agrees that under no conditions and in no event whatsoever will the employees covered by this Agreement, or any of them, be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the position held by them under the Authority in accordance with the terms of this Agreement, and the Authority agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said employees insofar as such performance is required in the normal and usual operation of the Authority's property, and any differences that may arise between the above-mentioned parties shall be settled in the manner herein provided.

1.7 EQUAL EMPLOYMENT OPPORTUNITY. The Union and the Authority agree that there shall be no discrimination in hiring, promotions or other aspects of employment because of race, color, creed, national origin, age or sex. (See also, Attachment C, attached hereto and incorporated by reference herein.)

1.8 CHANGES IN WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT. The Authority and Local Union 9 mutually agree and recognize that all rules, schedules, benefits and conditions of employment of the employees of the Authority covered hereunder in effect between the Authority and Local Union 9 just prior to the consummation of this Agreement, which have not been definitely referred to or changed by the provisions

contained herein, shall remain unchanged unless changed during the term of this Agreement by mutual consent of the parties hereto.

1.9 LAYOFF. During the term of this Agreement there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, 2012 had one (1) or more years of continuous service.

1.10 UNION-MANAGEMENT COMMITTEE. A Union-Management committee will meet and confer on issues concerning innovative work practices, such as self-directed work units, and other matters of mutual interest. Each Union in the coalition is entitled to have a representative/business agent on the committee. If Union and Management so agree, limited pilot programs may be introduced during the term of this Agreement.

The Authority and the Coalition understand and agree that on account of the current economic climate, the parties must increase the efficiency in which their work is performed, so as to reduce costs as much as possible and to preserve the jobs of current employees who are covered by this Agreement. Accordingly, the parties agree to utilize the union-management committee for the purpose of agreeing to reduce redundancies in the performance of work for the Authority and to increase the efficiency of work crews. The committee will meet in order to identify areas where members of one Union periodically may perform certain duties which may historically be performed by members of another Union, and shall implement any such changes as may be mutually agreed to by the Authority and the affected Unions.

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

ARTICLE II - CLASSIFICATIONS AND WAGE RATES

2.1 WAGE RATES.

A.1. Except as provided below, the wage rates for employees covered by this Agreement shall be increased by two (2.00) percent effective July 1, 2012, by one quarter (0.25) percent effective January 1, 2013, by one and one half (1.50) percent effective July 1, 2013, by one and three quarters (1.75) percent effective January 1, 2014, by one and one quarter (1.25) percent effective July 1, 2014, by one and three quarters (1.75) percent effective January 1, 2015, and by one and three quarters (1.75) percent effective July 1, 2015.

A.2. Effective January 1, 2014, the wage rate for employees in the job title of Engineer IV-Power shall be \$36.44. Said employees shall receive an "equity adjustment" of 41% (for a total rate of \$51.38) effective September 1, 2014, and that rate shall be increased by one and three quarters (1.75) percent effective January 1, 2015, and by one and three quarters (1.75) percent effective July 1, 2015.

A.3. Effective January 1, 2013, the wage rate for employees in the job title of Senior Coordinator – Utility Services shall be \$37.22. Said employees shall receive an “equity adjustment” of 9% effective July 1, 2013, and that rate shall be increased by one and three quarters (1.75) percent effective January 1, 2014, by one and one quarter (1.25) percent effective July 1, 2014, by one and three quarters (1.75) percent effective January 1, 2015, and by one and three quarters (1.75) percent effective July 1, 2015.

A.4. Effective January 1, 2012, the wage rate for employees in the job titles of Signal Engineers I-IV, Working Foreman, Coordinator, Signal Maintenance and Coordinator, Signal Engineering shall be as follows: Signal Engineer I, Helper prevailing wage rate; Signal Engineer II, Journeyman prevailing wage rate; Signal Engineer III, Journeyman prevailing wage rate plus 5%; Signal Engineer IV, Journeyman prevailing wage rate plus 1.0%; Working Foreman, Foreman prevailing wage rate plus 1.0%; Coordinator, Signal Maintenance, Foreman prevailing wage rate plus 1.0%; Coordinator, Signal Engineering, Foreman prevailing wage rate plus 3.5%.

B. Effective January 1, 2012, employees in the classifications of Signal Relay Room Foreman, Line Foreman, Signal Foreman, Revenue Equipment Foreman, Lineman and Revenue Equipment Lineman, Signal Maintainer and Relay Repairman, and Material and Assignment Dispatcher shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently in use by the United States Department of Labor in administering the Davis-Bacon Act. Also effective January 1, 2011, employees in the classifications of Signal Helper and Line Helper (hired or transferring into the bargaining unit on or after September 26, 1990) and “B” Helper (hired or transferring into the bargaining unit on or after September 26, 1990) shall receive seventy-eight percent (78%) of the prevailing rate of the Lineman and Revenue Equipment Lineman, Signal Maintainer and Relay Repairman, and Material and Assignment Dispatcher. Also effective January 1, 2012, employees in the classifications of Electrical Signal Maintainer Specialist, and Revenue Equipment Specialist shall receive one hundred four and nine-tenths percent (104.9%) or the prevailing rate of the Journeymen Lineman and Revenue Equipment Lineman, Signal Maintainer and Relay Repairman, and Material and Assignment Dispatcher.

C. Effective on July 1 of each year of this Agreement beginning in 2012, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 2.1.B above. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. Except as provided in Section 2.1 B above the Employer will not adjust said wage rates more than one time in any calendar year. The Chief Executive Officer of the Union shall annually certify to the Chicago Transit Authority the adjustment, if any, to the above referenced hourly wage rates to be made on each July 1 during the term of this Agreement. Upon request of the Chicago Transit Authority, the Union shall provide reasonable evidence to support such certification.

D. The Wage Rate Schedules for all employees covered by this Agreement for the period commencing January 1, 2012, are attached hereto as Attachment D and are incorporated by reference herein.

2.2 PROGRESSION RATES.

A. All employees hired by the Authority, transferring into, or otherwise entering the job classifications listed below, on or after October 30, 1978, shall progress to the following percentages of the Journeyman rate:

"B" Helper	75%
Signal Helper	78%
Lineman Helper	78%

B. All employees hired by the Authority, transferring into, or otherwise entering the job classification of "B" Helper, Signal Helper and Lineman Helper on or after September 26, 1990, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for the classification or classifications in which employed during the first thirty-six (36) months of employment in the above job classifications:

First	12 months	75% of the actual paid rate for the classification
Second	12 months	80% of the actual paid rate for the classification
Third	6 months	85% of the actual paid rate for the classification
Fourth	6 months	90% of the actual paid rate for the classification
Thereafter		100% of the actual paid rate for the classification

This progression schedule will replace and supersede any existing progression scale applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classifications on or after September 26, 1990.

No employee shall be required to serve more than one (1) thirty-six (36) month progression period for the above listed jobs.

The above hourly rated structure shall not apply to any full-time permanent employee in the bargaining unit as of September 25, 1990.

2.3 TEMPORARY EMPLOYEES. The Authority will be permitted to hire temporary employees in accordance with the provisions set forth below:

A. The Authority will provide the Union with notice that temporary help is required, and referrals submitted by the Union will be considered with applicants from other sources with due consideration for their qualifications and abilities and for the Authority's affirmative action goals.

B. Notwithstanding the foregoing, fifty percent (50%) of open full-time temporary employee positions will be reserved for Union-referred applicants, subject to the following conditions:

1. The Union must submit a sufficient number of referred applicants with required qualifications and abilities and the applicants shall be a mix of races and genders which allows the Authority to meet its affirmative action commitments.

2. In making referrals, the Union shall not limit referrals to, or discriminate in favor of, applicants who are Union members. The referral process shall be open to applicants who are not members of the Union.

3. In making referrals, the Union shall not discriminate against any member of a protected minority or gender, and shall not reject any applicant for referral submitted to it by any source if the applicant meets non-discriminatory Union standards uniformly applied to all applicants.

4. The right of final selection for any full-time temporary position remains vested in the Authority.

C. Temporary employees will be covered under the sections of the agreement dealing with the probationary period, Union membership, Union representation, grievance procedure, and arbitration.

D. Full-time temporary employees will be subject to a ninety working day probationary period upon hiring as full-time temporary employees and will not be subject to an additional probationary period if hired as full-time permanent employees.

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

F. Temporary employees will not accrue seniority.

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

H. The Authority will be permitted to hire temporary employees in the following classifications:

Lineman
"B" Helper
Lineman Helper

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

Communication Equipment Maintenance
Signal Maintenance
Revenue Equipment Maintenance

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

K. Temporary employees may not work more than 40 hours per week, Monday through Friday. Temporary employees will be scheduled for not less than eight (8) hours on any day used.

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

M. Temporary employees will be paid at the same hourly wage rates as full-time employees, subject to the hiring progression and cost-of-living escalation, if any. For purposes of applying the hiring progression to temporary employees, other than Journeymen, 173.3 hours worked will be credited as one month.

N. Temporary employees will be paid for all time during which they are required by CTA to perform any duties. Temporary employees will not be eligible for time or pay guarantees or for penalty pay provisions.

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

P. When hiring temporary employees, the Authority must inform said employee that no benefits, other than wages, will be paid on the said employee's behalf, and a signed acknowledgment, by the temporary employee, of the above facts, will be sent to the Union for its files.

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

R. No full-time employee in the bargaining unit will be laid off to hire temporary employees. No full-time employee will be laid off until all temporary employees in the same job classification have been laid off.

2.4 EXPANSION OF PROPERTY. Employees assigned to work that will result in expanding existing property will be paid \$1.00 per hour in addition to their classified rate for all time worked on that part of the project considered an expansion of existing facilities and for time worked on requested bill jobs by outside agencies, concerns or parties.

All matters that arise concerning this payment (\$1.00 per hour) will be mutually resolved by representatives of the Authority and the Business Manager of Local Union 9.

2.5 JURY DUTY. An employee must present the Notice of Jury Service to his immediate supervisor prior to the date of appearing for jury duty. Employees forced off work due to being summoned for jury duty will be paid by the Authority the amount they would have

earned less the fee received for jury service. The payment by the Authority will be issued on the employee's regular pay day. The employee must furnish the Authority the form provided by the Jury Commission indicating days served on jury on the first work day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within fourteen (14) working days, the compensation provided by the Authority shall be deducted from his next regular paycheck. Any overpayment of compensation paid by the Authority resulting from days excused from jury service will be deducted from the employee's regular paycheck. No employee will perform work on a day when he has reported for jury duty, except in cases of emergency. When an employee serves on the jury on a scheduled day off, the jury allowance shall not be paid. No jury duty allowance will be paid to an employee absent from work due to sickness or injury, during an employee's vacation period or on days excused by the Jury Commission. The employee will retain transportation fees provided by the Jury Commission.

2.6 FUNERAL ALLOWANCE. Employees shall be entitled to a maximum of three (3) consecutive scheduled work days off with eight (8) hours' pay each day at their regular permanent classified rate to attend the funeral and handle personal matters resulting from a death in the immediate family of the employee, consisting of father, mother, spouse or child. Employees shall be entitled to two (2) consecutive scheduled work days off with eight (8) hours pay at their regular permanent classified rate to attend the funeral of their brother, sister, father-in-law or mother-in-law.

No payment will be made for time lost on holidays, scheduled days off, during vacations, leaves of absence or when sick benefits occur. No pay allowance shall be granted in a case when, because of distance or other cause, the employee does not attend the funeral.

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

An employee authorized to use his car for conducting business of the Authority shall be required to carry Automobile Liability and Property Damage Insurance with a maximum limit of \$50,000/\$100,000 Public Liability and \$10,000 Property Damage to protect the Authority while the employee is conducting business of the Authority in his personal automobile.

2.8 STATE SERVICE. An employee called to Active State Service relating to civil disorders within the State of Illinois shall be paid the difference between the daily remuneration received from the State agency and the employee's wages for all scheduled work time lost.

ARTICLE III - WORK HOURS, OVERTIME PROVISIONS AND WORK RULES

3.1 LINE DEPARTMENT.

3.1(A) GENERAL. For all employees except Emergency Crews and Light Maintainers (Linemen), 40 hours, consisting of five (5) days of eight (8) working hours each, between 0700 and 1530 with one-half hour for an unpaid lunch on Monday to Friday, inclusive, shall constitute a normal week's work and shall be paid for at straight time.

One and one-half (1 ½) the straight time hourly rate shall be paid to the third rail crew, construction crew, light maintenance crew, cable crew, telephone maintenance crew and general maintenance crews for all time worked between 1530 and 1900. Time and one-half (1 ½) the straight time shall be paid to hourly rated employees except emergency crews and light maintenance crews for all time worked after 1900 hours and outside their normally scheduled hours of work. These employees, except Emergency Crews and Light Maintainers, shall be paid double the straight time hourly rate for all time worked plus eight (8) hours holiday pay on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day or days celebrated for such holidays.

3.1(B) EMERGENCY CREWS AND LIGHT MAINTAINERS. Eight consecutive hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a day's or night's work and five (5) days in any calendar week of eight (8) consecutive hours per day or night in any continuous twenty-four (24) hours, as aforesaid, shall constitute the work week for all employees employed in the Emergency Crews, including Foremen and Light Maintainers, and such hours shall be paid at straight time.

Time and one-half (1 ½) the straight time hourly rate shall be paid for all time worked by employees in the Emergency Crews and Light Maintainers in excess of eight (8) hours per day or night in any continuous 24 hours, beginning at the starting time of the employee's shift, except that when changeover is made, only straight time shall be paid for the second eight (8) hours, and for all time worked in excess of forty (40) hours in any calendar week less all time for which daily overtime has been earned.

Time and one-half (1 ½) the straight time hourly rate shall be paid to Emergency Crews and Light Maintainers for the first eight (8) hours of regularly scheduled Sunday or holiday work plus eight (8) hours holiday pay if such regularly scheduled work falls on a holiday or the day celebrated for such holiday, covered by this Agreement.

3.1(C) OVERTIME PAY FOR SALARIED EMPLOYEES. All salaried employees shall be paid time and one-half (1 ½) the straight time hourly rate for all time worked in excess of eight (8) hours per day Monday through Friday, inclusive, and time and one-half (1 ½) the straight time hourly rate for all time worked on Sunday and on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day or days celebrated for such holidays. Time and one-half (1 ½) the straight time hourly rate shall be paid for all time worked in excess of forty (40) hours in any calendar week less all time for which daily overtime has been earned.

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

3.1(D) ALTERNATE SCHEDULES.

1. Employees hired in the Line Department after March 25, 1988, may be required to work outside of the hours of the regular work days and/or the days of the regular work week upon one month's notice to the union and the employees affected.

2. In no event will the alterations affect more than the number of employees listed in sub-paragraph 8 below, nor will the hours and days of the week differ from those listed.

3. In every case, the alternate hours and days will be in effect for full week increments.

4. Overtime provisions of the Agreement will apply as if the alternate schedules were the regular schedules of the employees affected.

5. Nothing herein requires the Authority to institute alternate schedules nor prevents the Authority from restoring the regular schedules with one week's notice to the unions and employees affected.

6. Nothing herein alters current individual agreements or practices regarding shift work performed by employees on the payroll as of the date of ratification of this Agreement.

7. No employees hired prior to March 25, 1988, will be required to work an alternate schedule. Employees hired prior to March 25, 1988, may volunteer to work the alternate schedules under the conditions set forth above and in subparagraph 8 below. Such volunteers will be assigned to alternate schedules in seniority order prior to the assignment of new employees in the alternate schedule.

8. The alternate schedules for up to two (2) employees in the telephone maintenance crew and two (2) employees in the construction crew will be 1500 to 2330, Monday through Friday.

3.1(E) TUESDAY THROUGH SATURDAY WORK WEEK. Employees hired on or after January 1, 2002, will be required at the option of the Authority with thirty (30) days written notice given to the Union and the Employee to work six (6) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday workweek at straight time with two (2) consecutive days off.

All employees hired prior to January 1, 2002 will be required at the option of the Authority with thirty (30) days written notice given to the Union and Employee to work three (3) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday workweek at straight time with two (2) consecutive days off.

3.2 SIGNAL DEPARTMENT.

3.2(A) SIGNAL MAINTAINERS AND SIGNAL HELPERS. Eight consecutive hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a day's work or night's work, and five (5) days in any calendar week of eight (8) consecutive hours per day or night in any continuous twenty-four (24) hours, as aforesaid, shall constitute the work week for all employees classified as Signal Maintainers and Signal Helpers.

Time and one-half the straight time hourly rate shall be paid for all time worked by employees classified as Signal Maintainers and Signal Helpers in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, except that when changeover is made, only straight time shall be paid for the second eight (8) hours, and for all time worked in excess of 40 hours in any calendar week less all time for which daily overtime has been earned.

Time and one-half (1 ½) the straight time hourly rate shall be paid to Signal Maintainers and Signal Helpers for the first eight (8) hours of regularly scheduled Sunday or holiday work plus eight (8) hours holiday pay if such regularly scheduled work falls on a holiday or the day celebrated for such holiday covered by this Agreement.

When hourly rated employees are required to eat their lunch on the job, they will be paid for lunch time. Where employees are permitted to leave the job for lunch, they will not be paid for lunch time. In the latter case, the lunch period for nights, Sundays and holidays shall be the half hour succeeding the first four (4) hours of work.

3.2(B) INSTALLATION OF CROSSING GATES. When installing assembled crossing gates, Foremen shall determine and assign the necessary number of men to safely complete this work.

3.2(C) START AND FINISH LOCATION. Employees on regular assignment shall start and finish their day's employment at their regular assigned places of duty. Sunday and holiday maintainers shall have the privilege of reporting on and off duty at the regular week day reporting place if they wish to do so. Otherwise, they will report on time at the point to which they are assigned that day. It will be necessary that these men inform the Power Supervisor where they are and where they are going.

3.2(D) WORK PRIOR TO SHIFT. Signal Division personnel assigned to the first day shift may begin work one (1) hour prior to their regular starting time during the period December 1st to March 1st provided they are notified of the earlier starting time prior to 10:00 p.m. of their preceding work day. Such employees shall be permitted to work the one (1) additional hour and the hours of their regular work schedule. The one (1) hour prior to the start of their regular work day shall be paid at time and one-half their straight time regularly classified rate. The hours worked during their regular work schedule shall be paid at straight time at the regularly classified rate.

3.2(E) NIGHT WORK.

1. The assignment of Local 9 Signal personnel to night work will be for those jobs that are known in advance and have a scheduled duration of one (1) week or more. Examples are contractor work, track tamping, or other CTA construction projects which must be done at night.

2. When Item 1 is satisfied, CTA will have the option to assign Local 9 Signal personnel to night work. The night work assignment will typically begin on a Monday night and will be scheduled for no more than one (1) week (maximum of seven (7) days). This will allow for distribution of overtime. Rate of pay shall be based on the applicable straight overtime rate in accordance with 3.2A above.

3. CTA reserves the right to schedule, if needed, Local 9 personnel to work the Monday day shift prior to night work. This will be at regular pay. However, personnel will be guaranteed eight (8) hours pay at the appropriate straight or overtime rate each night they report for work.

4. When a Signal Maintainer is assigned to work nights, his regularly scheduled trick will be filled by a Helper. Relief Maintainers are to be used for night work only when it is their turn based on equal overtime distribution. A Relief Maintainer's trick will be filled.

3.3 REVENUE EQUIPMENT MAINTENANCE.

3.3(A) HOURS AND OVERTIME. The work hours and overtime provisions for Revenue Equipment Maintenance shall be as follows:

1. Eight consecutive hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a day's or night's work and five (5) days in any calendar week of eight (8) consecutive hours per day or night in any continuous twenty-four (24) hours, as aforesaid, shall constitute the work week for all employees employed in the Revenue Equipment Maintenance Department, and such hours shall be paid at straight time.

2. Time and one-half the straight time hourly rate shall be paid for all time worked by employees in the Revenue Equipment Maintenance Department in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, except that, when changeover is made, only straight time shall be paid for the second eight (8) hours, and for all time worked in excess of forty (40) hours in any calendar week less all time for which daily overtime has been earned.

3. Time and one-half the straight time hourly rate shall be paid to employees of the Revenue Equipment Maintenance Department for the first eight (8) hours of regularly scheduled Sunday or holiday work plus eight (8) hours holiday pay if such regularly scheduled work falls on a holiday or the day celebrated for such holiday.

3.3(B) SHIFT WORK. In accordance with the above Section 3.3A, the CTA will establish three shifts in a continuous twenty-four (24) hour day. The work hours of each shift will be established by the parties as well as the methodology of staffing such shifts.

3.4 SENIOR COORDINATOR – UTILITY SERVICES.

The normal working hours shall be eight consecutive hours, Monday through Friday, between 0600-1530, with one 30 minute unpaid lunch. The schedule will be consistent over five (5) workdays with two (20 consecutive days off.

3.5 ENGINEER IV – POWER.

The normal working hours shall be eight consecutive hours, Monday through Friday, between 0700-1530, with one 30 minute unpaid lunch. The schedule will be consistent over five (5) workdays with two (20 consecutive days off.

3.6 GENERAL.

3.6(A) OVERTIME. Overtime shall be distributed as equally as practical among the men who generally work on the class of overtime work being performed.

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

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

In order to qualify for overtime for his/her day off, an employee must have worked his/her scheduled 40 hours during the work week except if the employee is absent for funeral leave, vacation, holiday, jury duty, injury on duty, military leave or an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated.

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

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

3.6(B) WORK ASSIGNED OUTSIDE THE REGULAR WORK DAY. When hourly rated employees, except Light Maintainers, Emergency Crews and Signal Maintainer Crews, are assigned to work which cannot be done during the regular work day period, the following rules shall apply:

1. For the first night's work, they shall receive time and one half their regular straight time hourly rate for the actual time worked.

2. On consecutive working nights thereafter until the job is completed, they shall receive time and one-half their regular straight time hourly rate.

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

1. When this emergency work runs into the normal work day period, the rate of pay during the regular work period shall be straight time, except when such emergency work, lunch time excluded, is eight (8) hours or more, in which case all time worked in the normal work period shall pay time and one-half.

2. When employees are called upon to work overtime paying less than eight (8) hours pay in any one (1) day, they shall also be permitted to work their full normal time without any reduction therefrom because of the overtime work.

Employees scheduled to work on their day off will receive a minimum of three (3) hours pay at the applicable premium.

3.6(D) THIRD RAIL WORK. When third rail work is made necessary through working with tie or steel gangs, foremen of third rail gangs shall determine and assign the necessary number of men to safely complete the work. The rate of pay for work made necessary under this paragraph shall be governed by Work Hours and Overtime Provisions.

3.6(E) TRANSFER FROM REGULAR GANG. When an employee is called upon to transfer from construction work to emergency work or from emergency work to construction work, he shall receive double time for all time worked during the first eight (8) hours succeeding the end of his eight (8) hours of regular employment within the same calendar day.

3.6(F) LINEMAN HELPERS WORKING AS JOURNEYMEN. When Lineman Helpers are engaged in journeymen's' work, they shall receive journeymen's' pay.

3.6(G) WORK OUTSIDE CITY LIMITS. When employees regularly assigned to work inside the city limits of Chicago are called upon to work beyond the city limits, their starting time and finish time shall be at the city limits.

3.6(H) UNIVERSAL WORKING TIME AND CONDITIONS. Working time and conditions for all employees to be universal on all branches of the system.

3.6(I) FOREMEN.

1. All Foremen shall be Journeymen members of Local Union 9 and are not to perform any work with tools or operate any equipment.

2. The Authority may establish the position of Signal Relay Room Foreman. This will be a working foreman position and will be an exception to the above paragraph.

3. Whenever three or more employees are called out on overtime to work at one location, a foreman will be required on the job.

3.6(J) EMERGENCY CREWS. Emergency Crews shall consist of one (1) Lineman and one (1) Lineman Helper.

3.6(K) POLE WORK. The digging of holes shall be done under the supervision of a Line Foreman. The pole setting gangs shall consist of not less than one (1) Line Foreman, two (2) Linemen and one (1) Lineman Helper. Additional Lineman Helpers are to operate all machines.

All pole construction shall be done by not less than four (4) Journeymen under the supervision of a Foreman. All loading and distributing of poles shall be under the supervision of a Lineman. This provision does not apply to the loading of scrap or in yard operations.

When pole climbing is necessary for the completion of other than emergency work, the Journeyman shall be accompanied on this work by another Journeyman or Lineman Helper, who will work on the ground - this is to promote safety. The painting of all poles shall be done by Lineman Helpers under the supervision of a Line Foreman.

3.6(L) NIGHT TROLLEY WORK. There shall be two (2) Journeymen on regular night trolley wire inspection and repair car. This clause shall be waived so that a Lineman Helper can take the place of one (1) Journeyman on this trick for the purpose of learning the work and because of lack of Journeymen to fill these jobs. When Journeymen are available, this work shall revert to two (2) Journeyman on the car.

3.6(M) INCLEMENT WEATHER. During inclement weather, except in cases of emergency, the Authority will assign the men to work in locations where they will be protected from the weather, provided however, that all necessary maintenance work and all other work necessary for the operation of the system must be performed.

3.6(N) SAFETY RULES AND EQUIPMENT.

1. Employees will observe the Safety Rules and abide by established Authority safety policies, and failure to do so shall be grounds for disciplinary measures. Employees will use and make every effort to preserve the equipment provided for their safety.

2. The Authority will set up a procedure whereby Union Stewards have regular ongoing access to appropriate representatives of the Authority to discuss safety issues.

3.6(O) TEST SCORES. The Authority shall allow one designated officer of the Union to check the accuracy of test scores when requested by an employee who has applied for a job vacancy. He or she shall also be able to compare said employee's test scores with the test

scores of other applicants who were accepted for the vacancy for which the employee was considered. The accuracy of the test scores shall be checked in the offices of the Authority by comparing the said employee's answers with the answer keys for the tests taken. The Union and its officers agree to make no record directly or indirectly of any kind of the information disclosed pursuant to this Agreement. The Union agrees not to disclose directly or indirectly any information received pursuant to this Section. The Authority reserves the right to take reasonable measures to ensure the integrity of the tests, test scores and test procedures.

The Authority will allow a union representative to be present during practical testing of applicants for job vacancies within the bargaining unit. The Union representative, if not acting within the scope of his or her Authority job duties and assignments, will be an observer only and will not participate in, nor interfere with the testing.

The testing provisions applicable to the classifications of Signal Engineer I-IV, Signal Maintenance Coordinator and Signal Engineering Coordinator, are set forth in the attached Side Letter.

Applicants for employment as a Signal Engineer I shall be evaluated based on ability and qualifications. Ability and qualifications may be determined by testing, work evaluation or oral interview. If the ability and qualifications of applicants are comparable, Local 9, IBEW members shall be given a preference for hiring.

3.6(P) DRUG AND ALCOHOL TESTING, EMPLOYEE ASSISTANCE PROGRAM. The parties agree to be bound by the Drug and Alcohol Testing Agreement, except as modified, supplemented and/or revised by Federal Transit Administration regulations, and the Employee Assistance Program Agreement attached hereto and incorporated herein as Attachments G and H.

3.6(Q) FOREMAN ISSUE. The issue of whether or not the classification of Foreman shall be removed from the bargaining unit and, if so, to what extent shall be submitted to interest arbitration.

With respect to the Authority's proposal to remove supervisory personnel from the bargaining unit, it is ruled that no action shall be taken at this time and the status quo will be maintained during the life of this Agreement. This ruling is without prejudice to the position of either party concerning the merits of the proposal.

3.6(R) PROBATIONARY PERIOD. All employees hired will be subject to a ninety (90) working-day probationary period.

3.6(S) HELPERS.

1. All full-time permanent employees in the job classification of Signal Helper and Lineman Helper, will be promoted to Signal Maintainer and Lineman, respectively, on the date of their fifth anniversary in the job classification, provided they have satisfied the criteria established for promotion to such positions.

2. The Authority and Local 9, I.B.E.W., will meet to determine criteria of training and performance under which Signal Helpers and Lineman Helpers can, after January 1, 1989, progress to the positions of Signal Maintainers and Linemen, respectively, after sixty months of the appropriate Helper seniority, without the necessity of an open, budgeted Signal Maintainer or Lineman position.

3. Nothing herein alters in any respect the practice of the parties by which Helpers are promoted to appropriate Journeyman positions when such budgeted positions become vacant, provided, however, the parties will determine what training and performance criteria must be met for such promotion. The parties acknowledge and agree that the present ratio of Journeyman to Helpers will be generally maintained, and vacated Journeyman positions may be budgeted as Helper positions.

4. Helpers will be rotated on a regular basis from shop work to wayside work to enable them to qualify as maintainers, unless management can demonstrate that its needs make such rotation impracticable at the time of a regular rotation.

3.6(T) EMERGENCY NOTICE. A procedure will be set up to ensure that employees receive prompt notice of family emergencies.

3.6(U) CONTAMINATED CLOTHING. The Authority will reimburse an employee for, or replace, clothing contaminated by PCB's provided, however, that the employee must have followed all applicable Authority safety procedures.

3.6(V) TOOL REPLACEMENT. Personal tools lost due to proven theft or fire shall be replaced or the employee will be reimbursed therefor within thirty (30) days of the date the employee submits a complete and accurate proof of loss.

3.6(W) STAFFING.

1. Two employees will be assigned to work the P.M. truck/van if such work is scheduled.

2. Two employees will be assigned to work the midnight truck/van if such work is scheduled.

3. Two signal department employees will be assigned to tamping work if such work is scheduled.

3.6(X) PAYCHECKS. If an employee's paycheck is short \$200.00 or more because the Authority is at fault, an adjustment will be made two (2) business days (Monday through Friday) from the date of inquiry; provided however, where no investigation is needed, the Authority will attempt to pay the employee on the date of inquiry, where possible.

If the employee's paycheck is short \$200.00 or more through the employee's own negligence, the adjustment shall be made at the next pay period, unless the employee's negligence was caused by extreme emergency, which shall be as determined by the Authority.

For new hires and newly transitioned employees whose payment during the pay period constituting the payday cannot be made on the appropriate payday, arrangements will be made to provide them with an advance payment to cover the days worked. This advance payment will be deducted from the employee's paycheck on the next regular payday.

Payment due for seven day sick pay will be paid in a separate check.

The Authority will make arrangements for the direct deposit of paychecks.

Grievance settlement and arbitration award checks will be paid no later than the second full pay period after the grievance settlement has been signed or a final arbitration award has been issued, unless the legality of such award is contested by the Authority.

3.6(Y) GENERAL.

1. Effective January 1, 2012, Employees may be required at the option of the Authority with thirty (30) days written notice given to the Union and Employee to have flexible start times (two (2) hours before or after the current 0700 start time) for a period of three (3) consecutive months.

2. Effective January 1, 2011 2012, upon thirty (30) days written notice given to the Union and any affected Employees, all employees may be required at the option of the Authority to work an eight (8) hour shift at straight time with start times beginning during a 1530--2330 window period ("evening shift"), or beginning during a 2330--0700 window period ("night shift"). The Union and the affected employees also shall receive thirty (30) days written notice as to when the employees are to return to their former shift. It is understood that if this thirty (30) day notice is provided to the Union and the employees in the work unit, no additional notice is required to be given to any employee who thereafter may be assigned temporarily to that shift for five (5) or more consecutive days to fill in for an employee due to his absence. Employees whose shift starts during the 1530--2330 evening window period will receive a ten (10%) percent shift differential for all hours worked during such times. Employees whose shift starts during the 2330--0700 night window period will receive a fifteen (15%) percent shift differential for all hours worked during such times. An employee whose shift starts during the 1530--2330 evening window period, and ends during the 2330--0700 night window period will receive the shift differential corresponding to the window period during which the majority of his or her hours are worked. In the event that a shift contains equal numbers of hours applicable to both window periods, the higher shift differential shall apply to all hours worked in that schedule. Additionally, an employee whose shift starts prior to the evening shift window period, or whose shift starts during the night shift period and extends into the day shift, shall receive the appropriate shift differential for all hours worked on that shift if at least 50% of the employee's shift is worked during the evening or night window period as the case may be. Notwithstanding the foregoing, it is understood that existing shifts which start between 0500 and 1000 shall be considered as regular "day shifts" and employees working such shifts shall not be entitled to receive a shift differential. The schedule will be consistent over five (5) workdays with two (2) consecutive days off (the midnight shift working Sunday through Thursday and the afternoon shift Monday through Friday). Where applicable, employees on existing schedules which provide for Saturday and Sunday day, evening and night shift coverage at straight time rates of

pay shall receive a 10% shift differential for work performed on the Saturday and Sunday day and evening shift, and a 15% shift differential for night shift work.

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

The shift differentials for the classifications of Signal Engineer I-IV, Signal Engineer Maintenance Coordinator and Signal Engineering Coordinator are set forth in the attached Memorandum of Understanding.

ARTICLE IV - PROMOTIONAL REQUIREMENTS, SENIORITY AND LEAVE OF ABSENCE

4.1 SURFACE DIVISION.

4.1(A) SENIORITY. The seniority of each employee, which shall entitle such employee to his preference provided for in this Agreement, shall accrue and be determined according to the length of employment in the department in the groups comprising the bargaining unit covered by this Agreement, provided however, the foregoing shall not alter or affect seniority rights concerning any vacation, sick leave, annuities or other benefits and privileges to which the employee may be entitled, based upon his overall length of service with the Authority.

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

4.1(B) LAYOFF AND RECALL. Layoffs of employees because of lack of work and rehiring shall be made as follows:

1. Employees who have not established seniority on the types of work covered hereunder shall be laid off first.
2. Thereafter, employees shall be laid off in the inverse order of such established seniority.
3. The foregoing provisions of 1. and 2. need not apply if the application thereof would require the Authority to lay off an employee or employees possessed of essential skill necessary to perform properly the work available at the time of layoff, not possessed by an employee or employees with greater seniority.
4. When adding to the forces, those having established seniority, most recently laid off on account of curtailment of work, shall be the first to be reemployed, if available and physically able to return to work and if they possess the qualifications required or have heretofore satisfactorily performed the work available.

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

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

4.1(C) BREAKING SENIORITY. Seniority shall be deemed to have been broken for the following reasons:

1. If the employee resigns.
2. If the employee is discharged and not reinstated.
3. If the employee is absent for three (3) working days unless a satisfactory reason is given for his absence.

4. If the employee, who has been laid off, fails to return to work within seven (7) days after being properly notified at the employee's last known address to report for work and does not give a satisfactory reason for failing to report.

5. If the employee is laid off for twenty-four (24) consecutive months; however, if the employee's seniority exceeds twenty-four (24) months, the employee shall not lose his seniority unless he is laid off for a continuous period equal to the bargaining unit seniority he had acquired at the time of such layoff. However, in cases where employees with five (5) or more years' seniority are laid off in excess of five (5) continuous years, the seniority of such employee shall terminate.

4.1(D) PROMOTIONS. Promotions shall be first by department and shall include promotions to the position of General Foreman and shall be based upon seniority, ability and qualifications; ability and qualifications being comparable, seniority shall prevail. Should a senior employee decline a promotion, it shall not have the effect of preventing consideration of that employee for future promotion.

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

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

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

3. A member of the Local Union who is appointed or elected to a full time union position in the Local Union requiring his absence from the Authority's employment, shall upon returning to the Authority from his full time union position be placed in his former position at the Authority without loss of seniority.

4.1(F) REEMPLOYMENT OF FURLOUGHED EMPLOYEES WHO HAVE BEEN IN THE UNITED STATES MILITARY SERVICE OR FURLOUGHED INJURED EMPLOYEES. Any regular employee covered by this Agreement, who is called to, or being subject to draft, enlists in a period of War Emergency, in any branch of the Armed Services or Merchant Marine, shall continue to accumulate seniority with the Authority during such absence. Upon honorable discharge and return to work, the regular rules of seniority shall prevail for employees below that employee on the seniority list and providing the employee applies for reinstatement within three (3) months after being eligible for discharge. This shall be subject to the governmental ruling controlling such military service and rights.

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

2. In the event a special job is created for a partially disabled employee, including partially disabled furloughed employees desiring to return to work who have been honorably discharged from the United States Military Service, it may be mutually agreed between the Authority and Local Union 9 to suspend or alter the seniority provisions of this Agreement with respect to such employee or employees.

4.2 RAPID TRANSIT DIVISION.

4.2(A) SENIORITY. Seniority to be determined by a continuity of employment with the Authority under Local Union 9's jurisdiction in the Electrical Department.

4.2(B) COMPUTATION OF SENIORITY. An employee's seniority shall be computed on the number of days he has been employed by the Authority. In case of sickness or injury to employee, the time lost because of this shall not be charged against employee's time, providing the sick leave does not exceed two (2) years of continuous time off.

4.2(C) BREAK IN SENIORITY. Discharge for cause or resignation ends service with the Authority. If an employee enters service after such discharge or resignation, his seniority begins at the time of reemployment.

4.2(D) LAYOFF AND RECALL. In case of layoff, the employee with the least seniority in the grade or classification in which the layoff is to occur shall be the first to be laid off. In the event the employee so laid off has seniority in a lower classification, he shall be eligible to return to the lower classification. When the working force is to be increased after a layoff, the last employee so laid off or demoted shall be the first rehired in such classification, if available, and this order shall continue until all employees who are laid off are reemployed.

4.2(E) PROMOTIONS. It is agreed that qualifications and ability with consideration of seniority shall apply to any promotion within the several classifications coming under the scope of this Agreement. Qualifications and ability, where questioned, shall be determined by joint conference of the Authority and Local Union 9.

4.3 LINE DIVISION SENIORITY AGREEMENT.

4.3(A) JOB CLASSIFICATION SENIORITY. Electrical Department employees covered by this Agreement in the classifications of Line Foreman, Lineman, Lineman Helper and "B" Helper will be placed on a list by their job classification and seniority.

4.3(B) WORK ASSIGNMENTS. Line Division employees will be assigned their work within their job classification throughout the system.

4.3(C) PROMOTIONS. Promotion of Line Division employees within the jurisdiction of Local Union 9 will be based on ability and qualification and in the event ability and qualification are equal, Local Union 9 seniority will prevail.

4.4 GENERAL.

4.4(A) VACANCIES. All vacancies shall be bulletined for five (5) days. Any position which is vacant for six (6) months shall be considered as a vacancy and shall be bulletined for five days.

A transfer to a bulletined position shall be offered to the employee with the greatest seniority in the grade in which the bulletined position exists.

Seniority is to be determined from the day of entering such grade in classification; for example, from the day Journeyman Signalman is made.

An employee accepting a temporary position shall be returned to his former position at the expiration of the temporary appointment.

Should an employee bid on a vacancy and be told he is not capable of handling the job, this will be considered by a joint conference between the Authority and Local Union 9.

ARTICLE V - HOLIDAYS

5.1 PAID HOLIDAYS. For all employees covered by this Agreement, New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day, or days celebrated for such holidays, will be paid holidays. Employees who perform work on these holidays shall be paid at double time for all hours worked. Employees who do not work on such holidays will receive eight (8) hours pay, provided they would have been scheduled to work and would have worked had it not been a holiday, and provided that they shall not have been absent from their scheduled duties without good cause or excuse the scheduled work day preceding and the scheduled work day following such holidays.

In addition to the foregoing, all employees covered by this Agreement shall receive one (1) paid personal day which shall be treated as a holiday under the terms of this Agreement, and which may be selected on a first-come, first-serve basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman. All work performed by an employee on a scheduled personal day shall be paid at double time.

Holidays and personal days for the titles of Signal Engineer I-IV, Signal Maintenance Coordinator and Signal Engineering Coordinator, Engineer IV-Power and Senior Coordinator-Utility Services are set forth in the attached AP 1003 (12/1/11 version) as it applies to full-time permanent non-bargained employees,

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

5.3 MARTIN LUTHER KING, JR. HOLIDAY. Employees who have more than one (1) year of continuous service with the Authority as of the applicable December 1st, will be eligible for a floating holiday with eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the floating holiday will operate.

In the event the Authority operates a Holiday schedule on Martin Luther King, Jr. Day, this floating holiday will cease to exist and Martin Luther King, Jr. Day shall become a paid holiday under the Agreement.

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

In the event the Authority operates a Holiday Schedule on Veterans Day as established by the State of Illinois, then this personal leave day will cease to exist and Veterans Day shall become a paid holiday under the Agreement.

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

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

Any matters that arise concerning the rules and procedures established by the Authority under which the personal leave day will operate will be mutually resolved by representatives of the Authority and the Business Manager of Local 9.

5.6 SICKNESS BENEFITS INTERACTION. If an employee, who is eligible for a paid holiday as set forth above, is absent from work because of illness or injury and is currently receiving wages under the Seven-Day Sick Plan, Accident and Sickness Insurance benefits or Worker's Compensation pursuant to the laws of the State of Illinois, the employee is entitled to holiday pay for applicable holidays without diminution of his wages paid under the Seven-Day Sick Plan, Accident and Sickness or Worker's Compensation benefits.

5.7 SCHEDULED DAY OFF/HOLIDAY CONFLICT.

A. When an employee's scheduled day off falls on one of the paid holidays covered by this Agreement, except Easter Sunday, or days celebrated for said holidays, he will receive in lieu of the holiday pay a subsequent day off with eight (8) hours pay at his classified rate at a future time mutually satisfactory to the Authority and the employee within sixty (60) days of the day celebrated for such holiday, except as provided elsewhere in this Agreement, relating to the day celebrated for the employee's anniversary of birth and Easter Sunday. The subsequent holiday pay shall not be used in any computation or determination of daily or weekly overtime.

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

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

5.9 TEMPORARY ASSIGNMENTS. Employees temporarily assigned to work at a higher paid classification and working a minimum of ten (10) days prior to any paid holiday shall receive their holiday pay at the rate of the higher paid classification.

ARTICLE VI - VACATIONS

6.1 VACATION PLAN REQUIREMENT. Years of continuous service, used in determining the vacation allowance the employee is to receive, means full years of service, from June 1st of one year to May 31st of the next year. The Vacation Plan Year, from June 1st of one year to May 31st of the next year, will herein be referred to as VPY.

6.2 VACATION ENTITLEMENT. Each employee covered by this Agreement shall receive a paid vacation provided he meets the service and eligibility requirements herein set forth. Vacation benefits for the titles of Signal Engineer I-IV, Signal Maintenance Coordinator, Signal Engineering Coordinator, Engineer IV-Power, and Senior Coordinator - Utility Services are set forth in the attached AP 1001 (1/1/12 version) as it applies to full-time permanent non-bargained employees.

6.3 VACATION PICK. The Authority will schedule vacations so as to provide that a sufficient number of employees are available at all times to perform the various classes of work necessary to provide continuous service to the public. Vacations will be picked according to an employee's seniority within the Section in which he is employed. The vacation pick shall be held no later than March 31st of each year.

6.4 NON-CUMULATIVE VACATION. Vacations are not cumulative from year to year. Except by mutual consent of the Authority and the Union, vacations may not be waived.

6.5 BREAKS IN SERVICE. For the purpose of determining eligibility for the vacation allowance, continuous service will be interpreted to include a break, or breaks in service aggregating not more than three years, provided such break, or breaks in service, was the result of a layoff or layoffs, initiated by the management and provided further that the employee returned to work when called. If an employee's continuous service record includes such a break, or breaks, in service, in which the aggregate exceeds three (3) years, he may still qualify for three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks or seven (7) weeks vacation, provided his continuous service less any broken service, as above defined, in excess of three (3) years, equals or exceeds five (5) years, ten (10) years, twenty (20) years, thirty (30) years or thirty-nine (39) years as the case may be (See also Section 6.8).

6.6 200 DAY REQUIREMENT. To receive the established normal vacation allowance, the employee must have worked at least 200 days during the preceding calendar year. If the employee worked less than 200 days during that year, he will receive only a pro-rated vacation allowance. In determining the 200 working day requirement for vacation eligibility, not more than 30 working days' absence because of certified illness or off-duty injury shall be included as days worked.

Employees who are sick for thirty (30) or more consecutive work days will be credited with such work days actually sick, provided the employee worked during the calendar year.

Employees injured on duty will be allowed full credit for days lost in determining the 200 day working requirement for vacation eligibility, provided that the employee worked during the calendar year.

For the purpose of determining whether the 200 day work requirement has been met, the Authority will count the days worked during the calendar year preceding the VPY.

6.7 PAY BASIS. The employee's classified rate of pay at the time of his vacation will be used in computing his vacation pay allowance. However, an employee temporarily assigned to work at a higher paid classification and working a minimum of ten (10) days prior to his vacation period shall receive his vacation pay at the rate of the higher paid classification.

6.8 VACATION FORMULA.

A. Each employee hired on or before December 31, 2001, and in the continuous service of the Authority as of June 1st will receive a paid vacation in accordance with the following schedule, provided he has worked at least 200 days during the previous calendar year.

<u>Years of Continuous Service</u>	<u>Vacation Allowance</u>	<u>Vacation Pay</u>
1 year but less than 2 years	5 consecutive days	40 hours
2 years but less than 5 years	10 consecutive days	80 hours
5 years but less than 10 years	15 consecutive days	120 hours
10 years but less than 20 years	20 consecutive days	160 hours
20 years but less than 30 years	25 consecutive days	200 hours
30 years but less than 40 years	30 consecutive days	240 hours
31 years but less than 33 years	31 consecutive days	248 hours
33 years but less than 35 years	32 consecutive days	256 hours
35 years but less than 37 years	33 consecutive days	264 hours
37 years but less than 39 years	34 consecutive days	272 hours
39 years or more	35 consecutive days	280 hours

B. All employees hired after January 1, 2002 will receive a paid vacation during the Vacation Plan Year in accordance with the following schedule, provided the employee has worked at least 200 days during the previous calendar year.

<u>Years of Continuous Service</u>	<u>Vacation Allowance</u>	<u>Vacation Pay</u>
1 year but less than 2 years	5 days	40 hours
2 years or more but less than 5 years	10 days	80 hours
5 years or more but less than 10 years	15 days	120 hours
10 years or more but less than 20 years	20 days	160 hours
20 years or more	25 days	200 hours

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

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

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

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

Divide by	100	Days Worked
	<u>200</u>	Full Vacation Requirement
	.500	Vacation Multiplier
Multiply by	30	Days Vacation Allowance for Emps. w/30 yrs. Service
	<u>.500</u>	Vacation Multiplier
	15.0	Vacation Allowance in Work Days

The pro-rated allowance for employees with less than one (1) year of service shall continue to be computed as follows:

<u>Minimum Calendar Days in Service</u>	<u>Days Worked</u>	<u>Vacation Allowance Working Days with Eight (8) Hours Pay Per Day</u>
73	0 to less than 40	0
146	40 to less than 80	1
219	80 to less than 120	2
292	120 to less than 160	3
365	160 to less than 200	4
	200 plus	5

6.10 ALLOWANCE IN LIEU OF EARNED VACATION. TERMINATION OF EMPLOYMENT OR SICKNESS. In the event an employee leaves the service of the Authority before receiving this vacation, the employee shall be paid all vacation allowance, including any pro-rated portion, based on the number of days actually worked during the current calendar year; however, an employee discharged for cause shall be ineligible for any pro-rata vacation allowance. This provision for the payment of the vacation allowance shall also apply to the employee who is eligible for a vacation, but becomes sick and cannot, therefore, take his vacation when it is scheduled to be taken. However, no vacation pay allowance will be paid to an employee while said employee is receiving any form of sick benefit, except when the vacation period in question coincides with the last one (1), two (2), three (3), four (4), five (5), six (6) or seven (7) weeks, as the case may be, in the VPY available to the employee for vacation purposes, but this provision shall not operate to deprive any employee of the right to an earned vacation during the VPY after sick benefits cease.

6.11 ALLOWANCE IN LIEU OF EARNED VACATION, DEATH. In case of death of an employee who was eligible to receive a vacation, as above defined, but who did not receive this vacation prior to his death, the vacation allowance shall be paid to the heirs, executors or administrators of the deceased employee.

6.12 PRO-RATED ALLOWANCE, MILITARY SERVICE, RETIREMENT OR DEATH. Vacation pay allowances for employees who enter the military service of the United States or who return to the Authority after such military service, or who retire or become deceased will be paid pro-rated on the number of days actually worked during the current calendar year.

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

Effective with the Vacation Plan Year commencing June 1, 2012, all employees who have earned and are eligible for a vacation allowance of three (3) or more weeks on June 1st of the Vacation Plan Year may, with the consent of their immediate supervisor, be granted ten (10) random days for personal reasons during a Vacation Plan Year. All such days off shall be deducted from two (2) weeks of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select ten (10) random days of vacation at the time he selects his regular vacation period. Random days may be selected at a later time on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.

6.14 VACATION PAY ADVANCE. Employees who have earned and select three (3) or more consecutive weeks of vacation shall be entitled to receive vacation pay prior to the start of the vacation provided the employee requests in writing such payment at least thirty (30) days prior to the start of the vacation.

6.15 EMERGENCY VACATION. Emergency vacation will be granted when an employee provides persuasive evidence that a bona fide emergency warrants such vacation and the employee is entitled to vacation time.

6.16 VOLUNTARY UNPAID TIME OFF. Employees shall have the right on a voluntary basis to take up to five (5) unpaid days off in each year of this Agreement. Such days off shall be selected on a first-come, first-serve basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman

ARTICLE VII - INSURANCE AND SICKNESS BENEFITS

7.1 COVERAGE. Each full-time permanent active employee, covered by this Agreement or on leave of absence from the Authority to hold office in the Union shall have issued to the employee at the expense of the Authority, a Summary Plan description certifying that the employee is covered under the CTA employee benefit program.

7.2 LIFE. Group Life Insurance in the amount of \$8,000.00 on the life of each full-time permanent active employee who has been in the employ of the Authority continuously for not less than twelve (12) months, but less than five (5) years of service; and \$18,000.00 on the life of each full-time regular employee actively employed who has been in the employ of the Authority continuously for five (5) or more years of service. Effective January 1, 2013, all full-time permanent active employees shall receive Group Life Insurance coverage in an amount equal to 2080 times the active employee's hourly wage rate as of each January 1. Group Life Insurance shall provide double indemnity coverage for accidental death. Group Life Insurance required under this paragraph will be provided at the expense of the Authority.

Employees who are covered by Group Life Insurance coverage will have an option at the employees' expense to purchase additional Life Insurance in an amount equal to the coverage then in effect for them under the Group Life Insurance Plan.

7.3 ACCIDENT AND SICKNESS. Group Accident and Sickness Coverage providing no indemnity for the first seven (7) days of incapacity, but providing \$200.00 per week through December 31, 2012 and the amounts listed in the following table thereafter, not to exceed twenty-six (26) weeks for each full-time regular employee actively employed who has been in the employ of the Authority continuously for not less than twelve (12) months.

Effective January 1, 2013

For employees with 5 years seniority or less	\$210
For employees with 5 but less than 10 years seniority	\$220
For employees with 10 or more but less than 20 years seniority	\$230
For employees with 20 or more years seniority	\$240

Effective January 1, 2014

For employees with 5 years seniority or less	\$220
For employees with 5 but less than 10 years seniority	\$230
For employees with 10 or more but less than 20 years seniority	\$240
For employees with 20 or more years seniority	\$250

Effective January 1, 2015

For employees with 5 years seniority or less	\$230
For employees with 5 but less than 10 years seniority	\$240
For employees with 10 or more but less than 20 years seniority	\$250
For employees with 20 or more years seniority	\$260

The Group Accident and Sickness weekly benefits under this Article shall be paid on a five (5) work day basis. The Group Accident and Sickness Coverage under this Article will be provided at the expense of the Authority.

Said Accident and Sickness Coverage shall not cover any period of incapacity for which the employee is entitled to indemnity or compensation under any Workers' Compensation Act; provided, however, that the Authority shall be liable to the extent of the difference between the applicable amount per week above and such weekly compensation allowance, if less than the applicable amount, for a period not to exceed twenty-six (26) weeks.

Accident and Sickness benefits will not be paid for any day for which sick pay benefits are paid under the seven (7) day sick pay benefit.

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

Benefits for non-work related injury or illness for the titles of Signal Engineer I-IV, Signal Maintenance Coordinator, Signal Engineering Coordinator, Engineer IV-Power, and Senior Coordinator - Utility Services are set forth in the attached AP 1009 (1/1/12 version) as it applies to full-time permanent non-bargained employees

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

Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing 80% of full payment of the usual and customary cost of a semi-private hospital room; 80% of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); 80% of full payment for usual and customary cost of emergency hospital out-patient services incurred within 72 hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but not in excess of (a) 80% of usual and customary charges for one visit; (b) one (1) visit in any one (1) day; (c) 365 visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a) treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee

is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at 80% of usual and customary charges. In the event the employee or dependent fails to comply with the Utilization Review Program, the above coverage will be provided on a reduced basis equal to 80% of the otherwise reimbursable expense. (For example, if the plan pays 80% of usual and customary charges, the plan will pay 80% of 80% = 64% of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at 100% of usual and customary charges after the deductible, if such services are provided by a PPO network physician and at a PPO network hospital selected from a listing maintained by the Benefit Services Department. Subject to meeting the requirements of the Utilization Review Program described above, emergency comprehensive medical benefits will be paid at 100% of usual and customary charges after the deductible if provided by a PPO network hospital or if the emergency care results in a hospital admission, or at 80% of usual and customary charges if provided by a non-PPO network hospital or if the emergency care does not result in a hospital admission. Comprehensive major medical expense benefits provide up to a lifetime maximum of \$1,000,000.00 after a \$100.00 employee calendar year deductible. The \$200.00 family calendar year deductible may be satisfied by any family combination which in aggregate equals \$200.00 excluding costs incurred under the CTA Group Dental Plan. The percentage payable is 80% for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is 100% for out-patient hospital pre-admission testing and outpatient surgery provided by network physicians at network facilities. Second surgical opinions, well baby and neonatal care are paid at 100%. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is \$1,200.00 for employees and \$2,400.00 for families. Inpatient and outpatient psychiatric benefits include treatment for mental and nervous conditions and alcohol and substance abuse; the lifetime maximum benefit is \$25,000.00. Inpatient psychiatric services are treated as any other condition and are subject to the use of network physicians and hospitals and the Utilization Review Program. Outpatient psychiatric services are paid at 80% of usual and customary charges to a maximum of 30 visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

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

PPO Plan Design

BC BS PPO Option 1 Plan

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

Option 2 Plan

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

Option 3 Plan

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

Opt Out Option

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

Effective after April 30, 2013:

Overview of PPO Plan Design Options

BC BS PPO

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

PPO Option 2 (90% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	\$350/\$700	\$1,000/\$2,000
Annual Out-of-Pocket Limit* (Individual/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Plan Payment Level	90%	70%
Emergency Room Services (Waived if Admitted)	\$100 copay / visit	
Office Visits (After Deductible)	90%	\$25 copay/visit, then 70%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35	

Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	5/1/13: \$78/\$158 1/1/14: \$95/\$180 1/1/15: \$105/\$195	
PPO Option 3 (80% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	\$500/\$1,000	\$1,500/\$3,000
Annual Out-of-Pocket Limit* (Individual/Family)	\$2,500/\$5,000	\$3,000/\$6,000
Plan Payment Level	80%	60%
Emergency Room Services (Waived if Admitted)	\$100 copay / visit	
Office Visits (After Deductible)	80%	\$25 copay/visit, then 60%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail	Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	5/1/13: \$50/\$105 1/1/14: \$70/\$140 1/1/15: \$80/\$150	

* The Annual out-of-pocket excludes co-payments, annual deductibles, and charges in excess of any Usual & Customary (U&C) charges. This provision is subject to litigation. The outcome of that litigation will be applicable herein.

7.4(B) SUPPLEMENTAL ACCIDENT BENEFITS. Accident Expenses are treated as any illness under the Comprehensive Major Medical Program:

(i) Emergency care not resulting in a hospital admission provided at any facilities at 80% of usual and customary charges, unless provided at a PPO network hospital, in which case the expenses are paid at 100%.

(ii) Emergency care resulting in a hospital admission paid at 100% of usual and customary charges subject to compliance with the Utilization Review Program.

(iii) Expenses due to the following are not Covered Accident Expenses:

(a) Treatment not certified by a doctor as being necessary in connection with an accidental bodily injury.

(b) Treatment received more than three (3) months following the date the injury occurred.

(c) Treatment on or to the teeth.

7.4(C) GROUP DRUG EXPENSE. Coverage is included under the comprehensive major medical program. After the deductible, prescriptions are paid at eighty percent (80%); no separate prescription drug deductible is required. Drugs covered should mean any drug or medicine which is required to bear the legend "Caution: Federal Law Prohibits Dispensing Without a Prescription" and is prescribed by a licensed physician, including injectable insulin and contraceptives.

Covered Drug Charges shall not include expenses incurred for drugs:

- (1) obtained without a prescription,
- (2) which are non-legend drugs or for injectable drugs other than injectable insulin,
- (3) to eligible persons while such persons are confined as in-patients in a hospital, extended care facility or any similar institution,
- (4) which an eligible person is entitled to receive without charge from a municipal, state or federal program, except Title XIX of Social Security Amendments of 1965 (Public Law 89-97, 89th Congress, First Session), or any source whether contributory or not,
- (5) which, when taken in accordance with the physician's directions, are in excess of a 34 day supply without necessity of a refill, except for 100 unit doses of a natural thyroid product and nitroglycerin,
- (6) for any prescription refill in excess of the number specified by the physician,
- (7) devices of any type, even though such devices may require a prescription, such as but not limited to, contraceptive devices, artificial appliances, hypodermic needles, syringes or similar devices,
- (8) charges for the administration or injection of any drug,
- (9) any drug which is consumed at time and place of prescription order, or
- (10) drugs for which the reasonable and customary charge is less than the deductible under the plan.

Refills are covered for one (1) year from the date of the physician's prescription. Thereafter, the employee must obtain a new prescription in order for benefits to be payable.

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

7.4(E) EMPLOYEE PREMIUM DEDUCTION – PPO. The Employee Premium deduction formula reflecting 75% of the premium increase, 2003 over 2002 and the caps of \$0.13 per hour and \$0.25 per hour single/family, respectively will be utilized for Options 2 and 3 in addition to Option 1. These deductions will not apply to retirees or part-time employees.

Effective subsequent to the January 1, 2015 monthly employee contribution increase, an adjustment to the premium will be made on January 1st of the next year reflecting 75% of the premium increase, 2016 over 2015. A similar adjustment will be made effective January 1 every year thereafter. In no case will any net additional deduction exceed the following amounts: for an employee with single coverage, \$0.13 per hour; for an employee with family coverage, \$0.25 per hour.

7.5(A) DENTAL PLAN. The Authority, for each full-time permanent active employee employed and who has been in the employ of the Authority continuously for not less than three (3) months, shall provide, on a contributory basis, the benefit of a CTA Group Dental Plan.

The Authority shall contribute one-hundred percent (100%) of the premium cost of the employees' own premium, and seventy-five percent (75%) of the premium cost of the dependents' premium.

Payment will be made for the covered dental charges which exceed the deductible amount, described below, up to \$2,000.00 per calendar year (\$3,000.00 per calendar year effective May 1, 2013).

A charge will be deemed incurred as of the date the service is rendered or the supply is furnished, except that such charge will be deemed incurred:

- (1) with respect to fixed bridgework, crowns, inlays, onlays or gold restorations, on the first date of preparation of the tooth or teeth involved;
- (2) with respect to full or partial dentures, on the date the impression was taken; and
- (3) with respect to endodontics, on the date the tooth was opened for root canal therapy.

7.5(B) CASH DEDUCTIBLE.

(1) The amount of the individual cash deductible is twenty-five dollars (\$25.00). The family cash deductible is fifty dollars (\$50.00). It applies each calendar year, except that:

- (a) if the accumulative family deductible is not satisfied in a calendar year, expenses incurred during the last three (3) months of a calendar year will

apply toward satisfying the accumulative family deductible for the following year;

- (b) if the accumulative family deductible is satisfied during a calendar year, a new family deductible must be satisfied for the next calendar year;
- (2) Covered dental charges are the charges of a dentist or physician for the services and supplies listed below, required for dental care and treatment of any disease, defect or accidental injury, or for preventive dental care.
- (3) Not included is any charge in excess of the charge customarily made:
 - (a) for similar services and supplies by dentists or physicians in the locality concerned; or
 - (b) where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment.

7.5(C) PREVENTIVE SERVICES AND SUPPLIES. (Covered at 100%)

- (1) Charges for cleaning and scaling of teeth, but not more than twice in a calendar year.
- (2) Charges for fluoride application to a child's teeth, but not more often than once in a calendar year.
- (3) Charges for space maintainers and their fittings.

7.5(D) DIAGNOSTIC AND THERAPEUTIC SERVICES. (Covered at 90%)

- (1) Charges for diagnostic services to determine necessary care, but:
 - (a) charges for full mouth X-rays are covered only once in a 3-year period,
 - (b) charges for bite-wing X-rays are covered only once in a 3-year period; and
 - (c) charges for a diagnostic oral examination are covered only once in a 6-month period.
- (2) Charges for emergency treatment for relief of dental pain on a day for which no other benefit other than for X-rays is payable hereunder.
- (3) Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or post-operative examination.
- (4) Charges for treatment of the gums and supporting structure of the teeth.

- (5) Charges for root canals and other endodontic treatment.
- (6) Charges for general anesthetics and their administration in connection with oral surgery, periodontics, fractures or dislocations.
- (7) Charges for injectable antibiotics administered by a dentist or physician.

7.5(E) RESTORATIVE SERVICES AND SUPPLIES. (Covered at 50%)

Charges for fillings and crowns necessary to restore the structure of teeth, broken down by decay or injury, but:

- (1) the charge for a crown or gold filling will be limited to the charge for a silver, porcelain or other filling, unless the tooth cannot be restored with such other material; and
- (2) the charge for replacement of a crown or gold filling is covered only if the crown or filling is over five (5) years old.

7.5(F) PROSTHETIC SERVICES AND SUPPLIES. (Covered at 50%)

(1) Charges for full or partial dentures, fixed bridges, adding teeth to an existing denture if required because of loss of natural teeth, while the person is covered for this benefit, and to replace such teeth, or to replace an existing prosthesis which is over five (5) years old and cannot be made serviceable.

(2) Charges for repair and rebasing of existing dentures, which have not been replaced by a new denture.

(3) Charges for specialized techniques, involving precision attachments, personalization of characterization and additional charges for adjustments within six (6) months from installation, are not included as covered dental charges. Covered charges for both a temporary and permanent prosthesis will be limited to the charge for the permanent one.

7.5(G) NOT COVERED. Not covered under any section of these benefits are charges for:

- (1) Treatment by someone other than a dentist or physician, except where performed by a duly qualified technician under the direction of a dentist or physician;
- (2) Orthodontic treatment other than for related extractions or space maintainers;
- (3) Services and supplies partially or wholly cosmetic in nature;
- (4) Facing on pontics or crowns posterior to the second bicuspid;
- (5) Training in or supplies used for dietary counseling, oral hygiene or plaque control;

(6) Procedures, restoration and appliances to increase vertical dimension or to restore occlusion; and

(7) Services and supplies in connection with injury caused by war whether declared or not, or by international armed conflict.

7.6 VISION CARE PLAN. The Authority will provide a Plan "A" Vision Care Plan. The Authority will pay 75% of the employee's premium and the employee will pay 100% of the applicable dependent premium, if he elects to enroll his dependents. Effective January 1, 2013, an active employee shall be entitled to three hundred dollars (\$300.00) for his or her prescription eyeglasses or seventy-five percent (75%) of cost, whichever is less, every two years. The Authority will provide an annual opportunity for employees to enroll in the Vision Care Plan. Once enrolled, employees must remain in the Vision Care Plan for the duration of the Agreement.

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

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

HMO Plan Designs

Unicare HMO

	In network	Out of network
Office Visit Copay	\$10	None
Emergency Room Copay	\$15	
Prescription Drug Copay		
Rx - Retail	\$3/\$5/\$15 copay (generic/formulary/non-formulary)	
Rx - Mail (90 day supply v. 30)	Covered w/2x retail copay	
2003 Employee Contribution (S/F) per Mos.	\$21.50/\$55.68	

HMO Illinois

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

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

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

An employee may opt back into any of the effective Health Care Plan Designs, at any time, subject to proof that a change has occurred in the employee's alternative coverage.

Effective 12/31/03, CTA will buy back benefits at nine hundred and fifty dollars (\$950)/year per eligible active employee.

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

7.7(B) EMPLOYEE PREMIUM DEDUCTIONS – HMOS. (Effective January 1, 2012 through December 31, 2013): The Employee Premium deduction formula in reflecting 75% of the premium increase, 2003 over 2002 and the caps of \$.11 per hour and \$.20 per hour single/family, respectively will be utilized. These deductions will not apply to retirees or part-time employees.

7.8 DENTAL MAINTENANCE ORGANIZATIONS - (DMOs). If practical, employees will be permitted to participate in DMOs approved by the Authority and the Union. The Authority shall contribute one-hundred percent (100%) of the premium cost of the

employee's own premium or an amount equal to 100% of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five percent (75%) of the premium cost of the dependents' premium or an amount equal to seventy-five percent (75%) of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount.

7.9 PRE-TAX EMPLOYEE CONTRIBUTIONS. If practical, the Authority will establish a "premium conversion only" cafeteria plan for employee contributions for dependent dental premiums and, where applicable, any other health program contributions. Each employee eligible for coverage will elect annually to have his or her contributions paid on a pre-tax basis, thereby reducing his or her federal, state and local income taxes to the extent provided by the Internal Revenue Code section 125.

7.10 DEPENDENTS. The term dependent of an eligible employee is limited to:

- (a) legal wife or husband,
- (b) domestic partner (same sex only),
- (c) civil union partner,
- (d) natural children, legally adopted children, domestic partner children, civil union children, and stepchildren up to age twenty six (26) years of age. Any child who is honorably discharged from the military can be covered on the plan up to age 30. Coverage ends on the dependent's birthday. Certified documentation demonstrating the dependent status must be provided for each dependent enrolled in a plan. This certification is required to be submitted to the CTA,
- (e) any dependent child who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who is dependent on the parent for support and maintenance can also be covered under the plan, provided that dependent was covered under the plan prior to the condition occurring. The Authority shall have the right to require proof of the continuance of such incapacity of such child from time to time while said policy remains in force.

It is the sole responsibility of each employee to enroll or remove his eligible dependents.

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

7.12 TERMINATION OF INSURANCE. The group benefits, provided for in this Article on any employee or his dependents covered hereby, shall cease immediately when such employee is laid off or employment is terminated, unless otherwise required and to the extent required by law.

7.13 PLACING OF INSURANCE. The insurance specified in this Article shall be provided by a policy or policies written by a reputable insurance company or companies, but this

shall be without prejudice to the right of the Authority to provide such coverage through its own Insurance Department, in case the Authority elects to do so.

7.14 7-DAY SICK PAY. Should any employee, covered by this Agreement, who has been in the regular employ of the Authority for not less than twelve (12) months, be absent from duty due to sickness or accident not related to his employment and should any employee who has been in the regular employ of the Authority for not less than ninety-one (91) days be absent from duty due to an accident related to his employment, and provided the employee is under the care of a regularly licensed physician for such incapacity, the Authority will pay the employee's regular wages on the following basis:

(a) If the employee's absence is due to an accident, the Authority will pay the employee's regular wages for the first seven (7) days of such incapacity.

(b) If the employee's absence is due to sickness, the Authority will not pay the employee's regular wages for the first two (2) working days of such incapacity, but will pay the employee's regular wages for the third, fourth, fifth, sixth and seventh working day of such incapacity.

Verification of illness by a licensed physician shall constitute proof of claim. Final verification must be approved by the Authority's physician.

7.15 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT. All employees shall be covered by \$225,000.00 Principal Sum Accidental Death Policy. Such Accidental Death shall be limited to injuries sustained during the course of a felonious assault on the insured employee, provided such death arises while the insured employee is performing the duties of his occupation as assigned by the Authority and with the authorization of the Authority. In addition, coverage will be in force during direct commutation to and from work by the insured employee.

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

7.17 THIRD PHYSICIAN DETERMINATION. In cases where the Authority's physician does not find that the employee is physically fit to return to duty in his regular job classification or physically fit to return to duty in any job classification and the employee's personal physician is in disagreement on the question of the employee's fitness to return to work, the Authority and the Union will choose a third physician to examine the employee and their third physician's decision shall be binding on the parties. The cost of the third physician will be borne equally by the Authority and the Union.

7.18 RULES. Reasonable rules and regulations shall be promulgated by the Authority to establish a Coordination of Benefits Procedure applicable to the Group Medical and the Group Dental Plan, if enrolled, and to make effective the intent and purpose of the provisions of this Agreement.

7.19 SUBROGATION. In the event benefits are paid for charges incurred by a covered individual as a result of accidental bodily injury or illness, and if the covered individual

or covered employee makes a recovery (whether by settlement, judgment or otherwise) from any person or organization responsible for causing such injury or illness or under any no-fault automobile insurance statute, then the Authority shall have a lien upon any recovery. The covered employee shall reimburse the Authority to the extent of such benefit paid by it, provided that in no event shall the covered employee be required to make reimbursement in an amount exceeding the recovery made by the covered individual against the person or organization responsible for causing the injury or illness.

ARTICLE VIII - RETIREMENT AND DISABILITY ALLOWANCE

Eligibility requirements and amount of retirement allowance in case of retirement and eligibility requirements and amount of disability allowance in case of total and permanent disability, and the amounts to be contributed by the employees and the Authority, shall be in accordance with and be governed by 40 ILCS 5/22-101 as amended and the terms and conditions of the Retirement Plan for Chicago Transit Authority Employees, dated June 1, 1949, as amended, now in effect, or any amendments thereto or revisions thereof, hereafter agreed upon.

ARTICLE IX - RETIREE HEALTH CARE TRUST

Pursuant to and effective ninety (90) days after the effective date of 40 ILCS 5/22-101B, a Retiree Health Care Trust is established. The Retiree Health Care Trust shall be solely responsible for providing health care benefits to eligible retirees and their dependents and survivors by no later than July 1, 2009, but no earlier than January 1, 2009. All employees of the Authority shall contribute to the Retiree Health Care Trust in an amount not less than three (3) percent of compensation, which amount shall be deducted by the Authority from each paycheck of each employee and shall be remitted to the Retiree Health Care Trust by the Authority.

ARTICLE X - NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS

10.1 PURPOSE. For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the Authority, its employees and the general public may mutually benefit, the Authority and the Union agree to meet and deal with each other through their duly accredited representatives on all differences and grievances, including the interpretation of this Agreement, and should there be any differences or grievances that cannot be amicably adjusted between the respective properly accredited representatives of the Authority and of the Union, the same shall be submitted to Arbitration.

10.2 GRIEVANCE. A grievance shall be defined as any dispute or difference between the Authority and employee or a group of employees, or between the Authority and the Union with respect to the meaning, interpretation or application of the terms and provisions of this Agreement.

Recognizing that grievances should be raised and settled promptly, grievances must be raised and processed within the specified time limits. The specified time limits may be extended by mutual agreement.

10.3 PROCEDURE. Grievances will be processed in the following manner:

Step 1: The grievance must be submitted in writing by the Union to Department Manager or designee by delivering a copy to Employee Relations. The grievance must be submitted by the Union within fifteen (15) working days of the occurrence or knowledge of the occurrence giving rise to the grievance. The Department Manager or designee shall investigate the grievance. The Department Manager or designee shall provide a written response to the Union setting forth the basis for the response within fifteen (15) working days of receipt of the grievance.

Step 2: If the grievance is not resolved at Step 1 and the Union desires to appeal, it shall be referred by the Union to the Vice-President, Employee Relations, or designee within fifteen (15) working days after receipt of the Authority's answer at Step 1. The Vice President, Employee Relations, or designee shall place the grievance on an agenda for Meeting between representatives of Employee Relations and the Union to be held within fifteen (15) working days after receipt of the Union's appeal. If no resolution takes place at the above Meeting, the Vice-President shall submit a written response to the Union with fifteen (15) working days following the Meeting.

10.4 ARBITRATION. If the grievance is not resolved in Step 2, above, and the Union or the Authority wishes to appeal the grievance, the Union or the Authority may refer the grievance to arbitration with fifteen (15) working days of receipt of the Authority's written Response provided to the Union at Step 2.

10.5 THE SELECTION OF THE ARBITRATOR.¹ Within ten (10) working days after the Union refers the grievance to arbitration the parties shall meet to select an Impartial Arbitrator. Should the parties be unable to agree upon the appointment of the Impartial Arbitrator, then either party to the arbitration may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of five (5) arbitrators who are currently available to serve from which the Impartial Arbitrator shall be selected by each party alternately striking a name from the panel until only one name remains. The order of striking shall be determined by the toss of a coin.

10.6 DECISION. The decision of the arbitrator shall be final, binding, and conclusive upon the employee, the Union and the Authority. The authority of the Arbitrator shall be limited to the construction and application of the specific terms of this Agreement and/or to the matters referred to him for arbitration. He shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein. A decision of the Arbitrator must be made within sixty (60) days of final brief presentation of both parties, unless extended by mutual consent of the parties.

¹ The following sentence was included in the tentative agreement but excluded from the Agreement "The party requesting arbitration shall name its arbitrator at the time the request for arbitration is made."

10.7 TIME LIMITS. If the Union does not timely file or appeal as provided above in the Grievance/Arbitration procedure, the grievance shall be considered withdrawn. If the Authority does not timely respond as provided, the grievance shall automatically move to the next step.

10.8 EXPENSES. The parties shall divide equally the administrative costs and expenses of the neutral arbitrator. Other expenses shall be borne by the party incurring them.

10.9 DISCHARGE CASES. In discharge cases, every effort shall be made to schedule the hearing within sixty (60) days of the selection of the arbitrator. The arbitrator shall be requested to agree to render a decision within twenty (20) working days of the hearing, receipt of the transcript, or the briefs, whichever is later.

ARTICLE XI - TERM OF AGREEMENT

11.1 TERM OF AGREEMENT. If this Agreement is not amended or canceled as provided in this Article, the wage schedule set forth herein shall be subject to review on thirty (30) days written notice by either party to the other on or after January 1st of the year under consideration and any change agreed upon as a result of such review shall become effective the first day of the month following the expiration of the thirty (30) days notice.

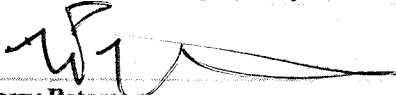
This Agreement and the provisions thereof, when signed by the proper officials of the Authority and the Union shall become operative as of the first day of January 2012, and shall remain in force until and including December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless written notice is given to either party hereto to the other on or before sixty (60) days prior to December 31, 2016, or sixty (60) days prior to December 31st of any subsequent contract year, requesting that the Agreement be amended or canceled. If amendment is desired, the contents of the amendment shall be submitted by either party to the other not later than thirty (30) days prior to any expiration date, and such amendment shall not become effective until the first day of January following the expiration date, provided changes mutually agreeable to the representatives of both parties may be made at any time.

The Metropolitan Transit Authority Act, in Section 28(b)(2), provides that any agreement of the Authority may be reopened if the amended budget submitted pursuant to Section 2.18a. of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority.

11.2 SOLE AGREEMENT. This written Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all prior Agreements, oral and written, between the Authority and Union and expresses all obligations of and restrictions imposed on the Authority during its term. Arrangements, provisions and procedures previously agreed to by the parties, either formally or informally, and past practices followed by the parties shall henceforth be void unless included herein.

AUTHORIZED BY:

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


Terry Peterson
Chairman, Chicago Transit Board

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION
NO. 9

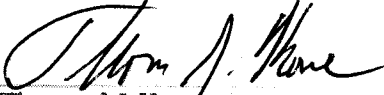

Business Manager

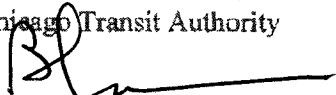
ATTEST:


Gregory P. Longhini
Secretary
Chicago Transit Board

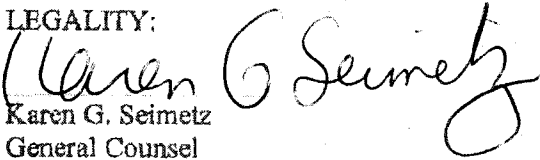
RECOMMENDED:


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


Thomas McKone
Chief Administrative Officer
Chicago Transit Authority


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

APPROVED AS TO FORM AND
LEGALITY:


Karen G. Seimetz
General Counsel
Chicago Transit Authority

ATTACHMENT A

FAIR SHARE

MEMORANDUM OF UNDERSTANDING

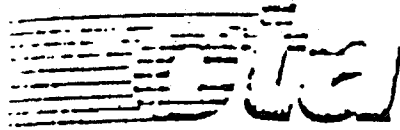
- (a) All employees covered by this Agreement who are not members of the Union, shall, commencing 30 days after the effective date of this Agreement, or 30 days after the date of their initial employment, and continuing during the terms of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their Proportionate Share of the cost of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and conditions of employment as defined in Section 3(g) of IPLRA.
- (b) Such Proportionate Share payment by non-members shall be deducted by the Authority from the earnings of the non-member employees, and the Authority shall remit said Proportionate Share once each month promptly to the respective financial secretary of the Local, provided, however, that the Union shall submit to the Authority an affidavit which certifies the amount constituting said Proportionate Share not to exceed the dues uniformly required of members of the Union, and which describes the rationale and method by which the Proportionate Share was determined, including a designation of the expenditure categories which were included in determining the Proportionate Share.
- (c) Upon receipt of said affidavit, the Authority shall provide to the Union a list of the names of all employee non-members of the Union from whose earnings the Proportionate Share payments shall be deducted and their work locations.
- (d) Upon the Union's receipt of an objection to the Proportionate Share amount, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s). The Union shall furnish objectors and the Authority with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefor shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until

the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

- (e) In any proceeding involving the determination of the Proportionate Share hereunder, the Union shall participate and provide all financial and other records deemed relevant by the adjudicating body.
- (f) If an ultimate decision in any proceeding hereunder directs that the amount of the Proportionate Share should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Authority to reduce deductions from non-members of said prescribed amount.
- (g) The Union shall indemnify and hold harmless the Authority, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints or suits that shall arise out of or by reason of action taken by the Authority for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.
- (h) Any employee of the Chicago Transit Authority who is in a bargaining unit represented by the Local, who is not a member of the Local, and who claims that the calculation of his/her Proportionate Share fee is inaccurate (hereafter "objecting non-member" or "objector") has the right to invoke the procedures that are available to objecting non-members under IPLRA.
- (i) Nothing in this Memorandum shall inhibit or interfere with the right of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members. Such employees shall pay an amount equal to their fair share determined under this fair share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employees and the Union are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Local Labor Relations Board.

ATTACHMENT B

This Attachment B is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2012, to December 31, 2016.



Chicago Transit Authority

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

March 3, 1988

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

Re: Affirmative Action

Dear Mr. Brown:

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

"The parties agree to cooperate with each other in attaining to the extent possible the following minimum minority composition of each classification within the bargaining units:

40% - Black
14% - Hispanic
20% - Female

The Authority and the unions will also cooperate with each other in attaining Affirmative Action goals for other minorities and protected classifications."

Very truly yours,

James E. Marshall

James E. Marshall
Manager, Labor Relations

JEM/JEB:gf

cc: L. Foster, Blacksmiths Local 1247
M. Caffrey, Blacksmiths Local 1247
A. Kasmer Jr., Carpenters Local 1027
J. Kasmer Sr., Carpenters Local 1027
W. Butts, Machinists District 8
R. Blitzen, Mechanics Local 701,
L. Brown, Painters Local 396
R. Klicker, Pipefitters Local 597
T. McManus, Plumbers Local 130
R. Bee, Printers Local 3
J. Baumgartner, Sheet Metal Workers Local 115
H. Oliver, Upholsterers Local 18

bcc: R. Laner
S. Lythcott
J. Bidwill
A. Gaughan
K. Haywood
W. Clark
R. Paaswell
B. Garrett

ATTACHMENT D

This Attachment D, Wage Rate Schedules, is omitted due to length. For information about wage rates schedules, please contact the CTA Labor Relations section.

ATTACHMENT E

This Attachment E is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2012, to December 31, 2016.

ATTACHMENT F

This Attachment F is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2012, to December 31, 2016.

ATTACHMENT G

Drug and Alcohol Testing Agreement

Safety Sensitive

&

Non-Safety Sensitive



**CHICAGO TRANSIT AUTHORITY
DRUG AND ALCOHOL POLICY
AND TESTING PROGRAM
FOR SAFETY-SENSITIVE
EMPLOYEES**

Effective January 1, 1995
Revised August 7, 2002, August 31, 2009, August
2011, and February 5, 2014
Pursuant to an Ordinance
of the Chicago Transit Authority

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I. OVERVIEW

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

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

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

This document sets forth the drug and alcohol policy and testing program ("the policy") of the Chicago Transit Authority ("the Authority") for employees in safety-sensitive positions and has been adopted by the Chicago Transit Authority Board of Directors pursuant to resolution. It was developed to comply with the requirements identified in the foregoing laws and FTA and DOT regulations and to identify all of those instances when a CTA safety-sensitive employee will be subject to drug and/or alcohol testing. Where applicable, the document identifies those policies and procedures that are CTA-mandated and not required by the FTA.

In adopting this policy, the CTA does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are not inconsistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law or regulation presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

All covered employees are required to submit to drug and alcohol tests as a condition of employment.

II. INTRODUCTION

A. Policy Purposes

The Authority performs a vital service for the public. To ensure that this service is delivered safely, efficiently, and effectively, each employee of the Authority has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner.

The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or misuse of alcohol and other drugs by employees so that transit services are delivered safely, efficiently, and effectively.

This policy outlines four principles as a means to achieve the Authority's goal of providing a workplace free from the effects of drug and alcohol use and/or misuse for its employees. The first principle emphasizes deterrence from the use of drugs and alcohol in or affecting the workplace. The Authority will make education and training available for all employees regarding the effects of substance abuse on individuals and in the workplace. Supervisors and managers will receive specialized training in detection, early intervention, and enforcement.

The second principle is treatment and rehabilitation. The Authority maintains an Employee Assistance Program ("EAP") to assist employees with personal problems, including those surrounding the misuse of drugs and alcohol. The Authority supports rehabilitation before an employee's job is in jeopardy. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations.

The third principle is detection. Toward this end, the Authority employs six (6) FTA-mandated drug and/or alcohol tests in the following circumstances: pre-employment, reasonable suspicion, post-accident, random, return to duty, and follow-up. Additionally, separate from any FTA requirements, the Authority mandates that all employees covered by this policy submit to a drug and alcohol test based upon a physician's objective medical judgment, to satisfy EAP requisites, and certain pre-employment, post-accident, and return to duty situations not otherwise covered by the FTA regulations. The foregoing drug and alcohol test policy will apply to all full-time, part-time, seasonal, and temporary employees of the Authority engaged in the performance of safety-sensitive functions. It also applies to: applicants for positions of employment involving the performance of safety-sensitive functions and employees of direct contractors engaged in the performance of safety-sensitive functions for the Authority.

The fourth principle is enforcement, which is essential if deterrence, rehabilitation, and detection are to be successful. All employees must be fit for duty as defined within this policy. Accordingly, the manufacture, distribution, dispensing, possession, or use of a drug or controlled substance contrary to the terms of this policy, and the use or possession of intoxicants contrary to the terms of this policy are prohibited.

B. Employee and Management Responsibilities

All employees of the Authority covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Authority's Vice President, Human Resources(or a designated representative) will monitor Department practices to ensure compliance with and answer any questions concerning the information presented in this policy. Contact information for program personnel is contained in Appendix A.

Employees are responsible for ensuring adherence to this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Authority prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability or any other basis protected by federal, state, or local laws.

C. Confidentiality

Confidentiality will be maintained throughout the drug and alcohol screening process. The Authority will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Authority, the specimen collection site, testing laboratory, medical review officer, ("MRO"), breath alcohol technician ("BAT"), and the substance abuse professional ("SAP") will be held to the strict confidentiality requirements consistent with FTA and DOT regulations as specified in **49 CFR 40 Subpart P**, "Confidentiality and Release of Information" and **49 CFR 655.73**, "Accessibility to facilities and records".

EAP personnel will be expected to carry out all actions relative to this policy in a manner which respects the dignity and confidentiality of those involved. EAP records are regarded as confidential medical records and are not available for inspection by anyone except EAP staff absent a written release of information by the employee. EAP personnel will release information to personnel of the Authority only on a need-to-know basis subject to advance notice to the employee. In any case where the employee raises a claim against the Authority involving the quality of care or services rendered by the EAP, the employee shall be deemed to have waived his/her right to confidentiality and the

Authority shall have the right to explore thoroughly and evaluate the employee's participation in the EAP.

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/ her drug or alcohol tests. The Authority shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested.

III. IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG AND ALCOHOL-FREE WORKPLACE

A. Deterrence

1. Fitness for Duty

Separate from any FTA requirements, the Authority has determined that an employee is fit for duty when he/she is able to perform his/her job duties, including when he/she is ready for work or working without the presence of any alcohol or the presence of any specified drugs or their metabolites as prescribed by this policy. Employees must understand that they are responsible for assuring that their job conduct is safe and appropriate.

An employee is "on duty" or "subject to duty" within the meaning of this provision:

- On his/her regularly scheduled days from the time he/she arrives on the property until the time he/she completes his/her work assignments and leaves the property.
- When reporting for a physical examination as a requirement of his/her position of employ.
- When the employee has volunteered or has been assigned extra work in his/her day off or vacation.
- Prior to the start of duty, when told in advance that he/she is expected to be on duty within the next eight (8) hours.

2. Reporting the Use of Prescription Drugs or "Over-the-Counter" Medication

Separate from any FTA requirements, safety-sensitive employees are required to report to the Authority the use of prescription drugs and "over-the-counter" medication if the physical, mental, or emotional health of the employee is impaired or becomes impaired, or changes significantly through the use of such a prescription drug or "over-the-counter" medication. A physician designated by the Authority will make the determination as to whether there is a possibility that the employee's performance of essential functions of the job may be affected or compromised by the employee's use of any such drug or medication or that the safety of the employee, his/her co-workers, or the public is, or could be, in jeopardy. If it is concluded that there is such a possibility and a reasonable accommodation pursuant to the Americans with Disabilities Act cannot be made, the employee will be considered unfit for duty and will be removed from service. The employee will remain out of service but only for such a reasonable period of time as is necessary for the employee to be cleared to return to work by an Authority-designated physician.

Safety-sensitive employees who fail to report their use of prescription drugs or "over-the-counter" medication in accordance with this section, and subsequently have a confirmed positive drug or alcohol test, are subject to progressive discipline up to and including discharge.

3. Education and Training

The Authority recognizes that education and training of its workforce and supervisors are major components of a successful drug and alcohol program. To that extent:

- All employees subject to testing under this policy will be given a copy of the policy.
- The Authority will make copies of **49 CFR Parts 40 and 655** readily available upon request of any employee subject to testing under this policy.
- The Authority will display and distribute informational material about the effect of drugs along with a community service hotline telephone number to assist employees who may be experiencing problems with prohibited drugs.

- The Authority will distribute informational material about the signs and symptoms of an alcohol problem and the effects of alcohol misuse on an individual's health, work, and personal life.

- Covered employees will receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and on the signs and symptoms that may indicate prohibited drug use.

- Supervisors and/or other company officers authorized by the Authority to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, speech and performance indicators of probable drug use and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol use.

In addition to the foregoing education and training requirements mandated by the FTA, the Authority will consider and implement such other education and training programs as will help promote safety goals, maintain the integrity of the Authority's drug and alcohol testing program, and enhance the benefits of that program.

B. Treatment and Rehabilitation--Employee Assistance Program ("EAP")

In order to promote a drug and alcohol-free environment, the Authority will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, separate from any programs regarding drug and alcohol testing mandated by the DOT and FTA, the Authority has established and encourages the use of its Employee Assistance Program ("EAP"). The EAP was established in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation.

Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations. Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Any questions regarding the Authority's EAP should be referred to the Authority's Vice President, Human Resources (or a designated representative).

IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. General Conditions

1. Persons Subject to Testing

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment:

- All full time, part time, seasonal, and temporary employees of the Authority engaged in the performance of safety-sensitive functions;
- Applicants for or transfers into positions of employment with the Authority involving the performance of safety-sensitive functions; and
- Employees of direct contractors engaged in the performance of safety-sensitive functions for the Authority.

A "safety-sensitive function" means any of the following duties:

- Operating a revenue service vehicle (including when not in revenue service).
- Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
- Carrying a firearm for security purposes.

Included in the foregoing are supervisors who in fact perform safety-sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded.

All Authority positions and their duties have been reviewed. Attached to this policy as Appendix E is a list of the safety-sensitive position titles identifying the persons subject to drug and alcohol testing based on this review. Every employee of the Authority who performs a safety-sensitive function must participate in this program as a condition of employment.

2. Prohibited Behavior/Drugs

Pursuant to the FTA regulations, all persons covered by this policy are prohibited at all times from using any of the following five (5) substances: marijuana; cocaine; opiates; amphetamines; and phencyclidine. Covered employees may be tested for drugs at any time while on duty. Pursuant to the FTA requirements, each employee covered by this policy will be required to submit to drug testing administered in accordance with any of the following circumstances as described in detail in each case in Section IV.B.1.a. through f. of this policy: pre-employment; post-accident; reasonable suspicion; random; and return to duty/follow-up.

Additionally, separate from any DOT and FTA requirements:

- All persons covered by this policy are prohibited from using any of the following five (5) additional substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene.
- The use of a controlled substance¹ by Authority employees at any time is prohibited.
- The use or possession of a controlled substance from the time an employee reports for work until the conclusion of the employee's workday or reporting for work in an impaired condition due to the use of the same is prohibited.
- An employee may not have a controlled substance in his/her system from the time of reporting for work until the conclusion of the workday.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance.
- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on Authority property by any person at any time also is prohibited.

¹ "Controlled substance" means any of those substances identified in Schedules I through V of 21 CFR 1308. The terms "drugs" and "controlled substances" are interchangeable and have the same meaning.

3. Prohibited Behavior/Alcohol

a. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No Authority supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater shall permit the employee to perform or continue to perform safety-sensitive functions.

b. On Duty Use

All persons covered by this policy are prohibited from using alcohol while performing safety-sensitive functions. No Authority supervisory person having actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions shall permit the employee to perform or continue to perform safety-sensitive functions.

c. Pre-Duty Use

(1) General

All persons covered by this policy are prohibited from using alcohol within four (4) hours prior to performing safety-sensitive functions. No Authority supervisory person having actual knowledge that a covered employee has used alcohol within four (4) hours of performing a safety-sensitive function shall permit the employee to perform or continue to perform safety-sensitive functions.

(2) Employees Required to Report for Call

Employees who are in the work book and required to report for call are subject to the restrictions identified in subparagraphs IV.A.3.a, b, and c(1). Upon receiving a call to report to duty, the following shall apply:

- (a) The safety-sensitive employee will be allowed to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety-sensitive function.

(b) The safety-sensitive employee must take an alcohol test if the covered employee has acknowledged the use of alcohol but claims the ability to perform his/her safety-sensitive function.

d. Use Following An Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident test, whichever occurs first.

e. Other Alcohol Related Conduct

No Authority supervisory person shall permit a covered employee tested under the provisions of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions until:

(1) The employee's alcohol concentration measures less than 0.02; or

(2) The start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

B. Detection

All covered employees are required to submit to drug and alcohol tests conducted in compliance with **49 CFR Parts 40 and 655**.

1. Circumstances for Testing

a. Pre-Employment

All applicants for employment in safety-sensitive positions or employees being transferred into safety-sensitive positions will be informed in writing of the need to pass a required drug test as a condition of employment. No applicant or employee will be hired or transferred into a position involving the performance of safety-sensitive functions unless he/she obtains a verified negative drug test result. When a covered employee or applicant has previously failed or refused a DOT pre-employment drug and/or alcohol test, the employee must provide proof of having successfully completed a referral, evaluation and treatment plan meeting DOT requirements. Additionally, any employee who has not performed

a safety-sensitive function for ninety (90) consecutive calendar days regardless of the reason, and the employee has not been in the Authority's random selection pool during that time, shall be required to take a pre-employment drug test with a verified negative result. If a pre-employment drug test is cancelled, the Authority shall require the applicant or employee to submit to and pass another test. All costs associated with the testing of a split sample shall be borne by the applicant.

b. Reasonable Suspicion Testing

All employees covered by this policy shall submit to drug and/or alcohol tests when the Authority has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. The Authority may direct a covered employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be directed to undergo reasonable suspicion testing for drugs at any time while on duty.

A supervisor(s) or other company official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report, a sample of which is attached as Appendix B.

If an alcohol test is not administered within two hours following the determination to conduct a reasonable suspicion test a record stating the reasons the alcohol test was not promptly administered shall be prepared and maintained on file. If an alcohol test is not administered within eight hours following the determination to test, attempts to administer an alcohol test must cease and the record shall be updated with the reason for not administering the test.

c. Post-Accident

All employees covered by this policy who are involved in an accident will be required to submit to a drug and alcohol test. An "accident" is defined under **49 CFR Part 655.4** as an occurrence associated with the operation of an Authority vehicle in which:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;
- The public transportation vehicle involved is a bus, van, or automobile in which one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and is transported away from the scene by a tow truck or other vehicle; or
- The public transportation vehicle involved is a railcar and is removed from operation.

In the case of any accident involving a fatality, each surviving safety-sensitive employee operating the Authority vehicle at the time of the accident will be tested. Additionally, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Authority using the best information available at the time of the accident, will be tested.

In the case of any accident not involving a fatality, each safety-sensitive employee operating the Authority vehicle at the time of the accident will be tested unless the Authority determines, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, for all nonfatal accidents, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Authority using the best information available at the time of the accident, will be tested.

Disabling damage means damage which prevented the departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but

would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail lights, turn signals, horn, or windshield wipers that makes them inoperative.

A decision not to administer a drug and alcohol test under this section, using the best available information at the time of the determination that the employee's performance could not have contributed to the accident, must be documented in detail, including the decision-making process used to reach the decision not to test.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the accident. If an alcohol test is not administered within two (2) hours following the accident, the Authority will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease.

If the Authority is not able to complete testing during this time frame, the Authority may utilize testing performed by Federal, State, or local officials to effectuate the purposes of this policy. The Authority will only utilize such testing when the testing conforms to the applicable Federal, State, or local testing requirements.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

An employee subject to post-accident testing who fails to remain available for such testing, including notifying the Authority of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing.

d. Random

All employees covered by this policy will be subject to random drug and alcohol testing. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. Testing rates will meet or exceed the minimal annual percentage rate set each year by the DOT Administrator. The current year testing rates can be viewed on the Internet at <http://www.dot.gov/odapc/random-testing-rates>. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year including all days and hours during which safety-sensitive functions are performed, so as to ensure that all employees have a reasonable expectation that they might be called for a test on any day they are at work. Once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site.

Each employee selected for testing shall be tested during the selection period. A covered employee shall only be randomly tested for alcohol misuse just before, during, or after the performance of safety-sensitive functions by the employee. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Employees may only be excused from random testing if they have not reported for work for a legitimate reason. All employees who are available for testing shall be tested.

e. Return to Duty

Any employee returning to a safety-sensitive position following a verified positive drug test result, an alcohol result of 0.04 or greater, or a refusal to submit to a test, will be required to be evaluated by a SAP, complete a SAP recommended treatment and/or education program, and complete a return to duty test with a negative test result.

The employee must have a verified negative drug test result and/or alcohol test result of less than 0.02 to return to duty to perform a safety-sensitive function. If a drug test is cancelled, the employee will be subject to and required to pass another drug test.

In accordance with the federal regulations 49 CFR Part 40 Section 40.67, effective August 31, 2009, all return to duty drug testing will be conducted under direct observation.

f. Follow-Up

An employee who is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol test of 0.04 or greater, or a refusal to submit to a test will be subject to unannounced follow-up testing for at least twelve (12) months but not more than sixty (60) months. The frequency and duration of the follow-up testing will be determined by the SAP, but subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty. The SAP shall document the basis upon which a determination of follow-up testing in excess of both twelve (12) months and twenty four (24) months has been made.

In accordance with the federal regulations 49 CFR Part 40 Section 40.67, effective August 31, 2009, all follow-up testing will be conducted under direct observation.

Follow-up testing is separate from and in addition to the Authority's random testing program. Employees subject to follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

The requirements of the SAP's follow-up plan "follow the employee" to subsequent employers or through breaks in service.

g. Non-FTA Testing

Separate from any FTA requirements, all applicants for employment in safety-sensitive positions or employees being transferred or reinstated into safety-sensitive positions will be required to submit to and pass a pre-employment drug and/or alcohol test administered as part of the pre-employment physical examination. If a pre-employment drug or alcohol test is cancelled, the Authority shall require the applicant to submit to and pass another test.

Also separate from any FTA requirements, the Authority requires that all employees covered by this policy submit to a drug and alcohol test:

- (i) In the event of an accident or any other incident involving a possible claim of injury or property damage not otherwise covered by the FTA regulations. At least one (1) non-bargaining unit employee shall complete a Condition of Employee Report.
- (ii) Based upon a physician's objective medical judgment.
- (iii) During a return to duty physical examination not otherwise covered by the FTA regulations for any employee performing or supervising an operating function.
- (iv) To satisfy EAP requisites.
- (v) When the Authority has reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse when the employee is on Authority property or during the employee's tour of duty but is not otherwise covered by the FTA regulations.

2. Conduct that Constitutes a Refusal to Submit to a Test

The following conduct will be regarded by the Authority as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within the time allotted by the Authority after being directed to do so by the Authority.
- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a sufficient amount of urine or breath, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure to permit a directly observed or monitored collection when required per CFR 49 Part 40 Section 40.67.
- Failure or declining to take a second test the Authority or collector has directed the employee to take.
- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.
- Failure to cooperate with any part of the testing process. (e.g. refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- Admitting to the collector or MRO that the employee adulterated or substituted the specimen.
- An adulterated or substituted test result verified by an MRO.

V. METHODOLOGY

The Authority's testing program will conform to the standards established by the DOT in **49 CFR Part 40** as amended. All employees subject to testing under this policy will be given notice of the implementation of the policy. The Authority will make copies of **49 CFR Parts 40 and 655** readily available upon request of any employee subject to testing under this policy.

Separate from any FTA and DOT requirements, all Authority-mandated drug testing will be performed to detect for the presence of the following five (5) substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene, in addition to the five substances tested under the DOT testing regulations. Cutoff levels for the substances tested under the DOT testing regulations are those provided in 49 CFR Part 40.

The following initial cutoff levels will be used when screening the specimens to determine whether they are negative for these additional five (5) drugs or classes of drugs:

Drug	Cutoff Levels (ng/ml)
Barbiturates	300
Benzodiazepine metabolites	300
Methadone	300
Methaqualone	300
Propoxyphene	300

The following confirmatory cutoff levels will be used:

Drug	Cutoff Levels (ng/ml)
Barbiturates	150
Benzodiazepine metabolites	150
Methadone	150
Methaqualone	150
Propoxyphene	150

VI. ENFORCEMENT OF POLICY

A. Consequences of Verified Positive Drug Test, Refusal to Submit to a Drug Test, or Other Violation of the Policy

1. Applicants for Employment

An applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be provided with a list of SAP's.

Additionally, separate from any FTA mandated requirements, any applicant for employment covered under this policy who has a verified positive drug test result, refuses to submit to a drug test, or violates any other provision of this policy will be disqualified from consideration for employment with the Authority for a period of at least one (1) year from the date of testing.

2. Employees

Any covered employee who has a verified positive drug test result or refuses to submit to a drug test will be removed immediately from performing any safety-sensitive function until or unless the employee successfully completes the return to duty process set forth in **49 CFR 40 Subpart O**.

Additionally, separate from any FTA mandated requirements, any employee covered under this policy who has a verified positive drug test result, refuses to submit to a drug test, or violates any other provision of this policy will be subject to the provisions contained in Attachment H of the parties' collective bargaining agreement.

B. Consequences of Misuse of Alcohol, Refusal to Submit to an Alcohol Test, or Other Violation of the Policy

Any covered employee who has an alcohol concentration of 0.04 or greater or refuses to submit to an alcohol test, will be removed immediately from performing any safety-sensitive function, until or unless the employee successfully completes the return to duty process set forth in **49 CFR 40 Subpart O**.

Additionally, separate from any FTA mandated requirements, any employee covered under this policy who has an alcohol concentration of 0.04 or greater, refuses to submit to a test, or violates any other provision

of this policy will be subject to the provisions contained in Attachment H of the parties' collective bargaining agreement.

In the event of a positive alcohol test of 0.02 or greater but less than 0.04, the employee shall not be permitted to perform or to continue to perform safety-sensitive functions until:

- (a) The employee's alcohol concentration measures less than 0.02; or
- (b) The start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

C. Union Involvement

Separate from any FTA or DOT requirement, if the Authority orders an employee to submit to a drug and/or alcohol test:

- With respect to Sections IV.B.1.b, IV.B.1.c., and IV.B.1.g.i, and IV.B.1.g.iv, the Authority shall make a good faith effort to allow the employee being ordered to submit to the test to have the opportunity to consult with a Union representative before submitting to the test, provided, however, that the failure of the Union representative to be present within thirty (30) minutes after notification to the Union in accordance with the procedure set forth below shall in no way affect the requirement of submission to the test if any of the conditions set forth in Sections IV.B.1.b, IV.B.1.c., IV.B.1.g.i, and IV.B.1.g.iv has been met.

- With respect to Section IV.B.1.g.ii, the Authority shall allow the employee being ordered to submit to the test a reasonable opportunity to consult with a Union representative before submitting to the test unless the consultation would result in a delay in administering the test.

As regards the foregoing, the Authority shall notify Local Unions 241 and 308 that one of its bargaining unit employees is being ordered to submit to testing as follows:

- Between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, the Authority shall call the Union at the Union office at the following telephone numbers, Local 241 at (312) 341-1733, or Local 308 at (312) 782-4665.

- At all other times, the Authority shall call the Union at the telephone number of the Board member at the specific location.

The Union reserves the right to change said notification telephone numbers upon fourteen (14) days advance written notice to Human Resources..

Notification to the Union is not necessary if a Union representative is present at the time the request is made, or if a situation exists which reasonably prevents the Authority from notifying the Union. In the event the Authority fails to notify the Union because it claims to have been reasonably prevented from doing so, the burden of showing such will be on the Authority.

The Authority shall, upon written permission of the employee, notify the Union of the results of any alcohol test within sixty (60) hours after the employee has submitted to the test and/or within sixty (60) hours after the MRO has verified a positive drug test result with the employee; except that results of tests conducted pursuant to Section IV.B.1.g.iii shall be reported only where positive and results of tests pursuant to Section IV.B.1.g.iv shall be reported only where the employee has been found fit to work and the test results are positive. The Authority shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by the Authority upon written permission of the employee.

Employees shall be reinstated to active status pending the result of any drug and alcohol test conducted pursuant to Sections IV.B.1.e. or IV.B.1.g.iii. If the test results show the presence of any controlled substance or alcohol, the employee shall be removed from service immediately and the Authority shall take further action consistent with the terms and provisions of this policy.

If the results of a drug test show the presence of any controlled substance, the employee shall have the right to request the split portion of the sample to be sent for testing to another DHHS-certified laboratory for analysis within seventy-two (72) hours of notification by the MRO to the employee of the positive test. All the costs associated with the storage of the split sample shall be borne by the Union.

D. Consequences of Negative Test for Employees

Separate from any FTA or DOT requirements, if the analysis of the employee's urine and/or breath specimen procured in connection with a drug or alcohol test conducted pursuant to Sections IV.B.1.b or IV.B.1.g establishes that the specimen is negative for the presence of controlled substances in conformity with **49 CFR Part 40** as amended, the employee shall be compensated for all time lost from work directly attributable to the order to take the test, provided there are no other rule violations which give rise to the order to take the test. Additionally, the employee shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate for all hours or portions thereof in excess of his/her scheduled work day that the employee is involved in activities directly attributable to the order to take the test. Further, if the order by the Authority to submit to the test has been made pursuant to Section IV.B.1.b

above, and the analysis shows the employee is to be considered to have been unimpaired, the employee shall have the right to request a meeting to include the employee, a Union Representative, a member of the Human Resources Department, and the person who requested the employee to take the test. The Union shall notify the Authority in writing within fourteen (14) days after the results of the tests are available of the employee's request for a meeting, and the meeting shall be scheduled at the convenience of the parties, but no later than fourteen (14) days after receipt by the Authority of the request, circumstances permitting. Whenever possible, the meeting will be scheduled during the employee's regular working hours, and the employee will be compensated at his/her regular rate of pay for any time lost. In the event the meeting cannot be scheduled during the employee's regular working hours, the employee shall be paid an amount equal to four (4) hours pay as compensation for the time spent at the meeting.

E. Dilute Specimen

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

VII. GRIEVANCE-ARBITRATION PROCEDURE

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

VIII. APPLICABILITY OF POLICY TO AUTHORITY CONTRACTORS

All Authority contractor employees, and employees of third party contractors which operate transportation service for Authority contractors, who are engaged in the performance of safety-sensitive functions for the Authority are subject to the provisions of **49 CFR Parts 40 and 655**, including the adoption of a drug and alcohol policy which complies with these regulations. Any contractor employee who violates these provisions will not be allowed to perform safety-sensitive functions in the Authority-funded service.

Contractors are required to ensure compliance with the applicable provisions of **49 CFR Parts 40 and 655** and must provide timely data to the Authority, as requested by the Authority, in order that the Authority may include such information in its mandated reports to the DOT and FTA. The Authority will make every reasonable effort to assist contractors in compliance, which may include offering Authority-obtained services for testing, MRO, and SAP reviews, and education and training, for the fee(s) charged to the Authority.

IX. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

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

MEMORANDUM OF UNDERSTANDING

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

(b) Appendix E: List of Safety-Sensitive Employees attached to the Policy set forth certain classifications of employees that the Authority deems to be "safety-sensitive" employees. Locals 241 and 308 preserve any and all claims and defenses either may have relative to whether any particular classification of employee has been properly included or excluded from Appendix E.

APPENDIX A

POLICY AND PROGRAM PERSONNEL

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

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

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

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

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

APPENDIX B

CONDITION OF EMPLOYEE REPORT FORM 3134

CONDITION OF EMPLOYEE

EMPLOYEE DATA	Name _____ Badge # _____			
	Work Location _____		Classification _____	
	Date _____			
	Time Started Work _____		Time of Observation Accident/Incident _____	
OBSERVATION	BALANCE =	UNSURE ☐	QUESTIONABLE ☐	SURE ☐
	WALKING =	UNSTEADY ☐	QUESTIONABLE ☐	STEADY ☐
	SPEECH =	SLURRED ☐	QUESTIONABLE ☐	CLEAR ☐
	BEHAVIORS =	UNCOOPERATIVE ☐	QUESTIONABLE ☐	COOPERATIVE ☐
	EYES =	BLOODSHOT ☐	QUESTIONABLE ☐	CLEAR ☐
	BODY ODOR =	STRONG ☐	WEAK ☐	NONE ☐
QUESTIONS TO EMPLOYEE	Are you ill or injured? Yes ☐ No ☐			
	Explain the reason for your physical condition: _____			

TEST NOTIFICATION	Please answer all questions:			
	1. Was employee ordered to submit to breath and urinalysis test? (Must attach Test Notification - Form 7785)		Yes ☐	No ☐
	2. Did Employee refuse breath and urinalysis test?		Yes ☐	No ☐
	3. Was employee informed of consequences for refusing test?		Yes ☐	No ☐
	4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Time of union notification _____		Yes ☐	No ☐
CTA'S OFFICIAL STATEMENT	Please circle reason for report: Accident Incident Observation Other			
	Please write brief statement identifying why test is being conducted: _____			

CTA Supervisor/Official: _____		Date and Time Written: _____		
Observation Confirmed By: _____ (not required for FTA testing)		Date and Time Written: _____		

cta 3134 (rev. 12/13) Revised Requirements

DISTRIBUTION:
Vets - Work Location
Crew 3 - Accident/Incident File

APPENDIX C

DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

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FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

Employee Name _____		Badge No. _____	
Classification _____		Work Location _____	
Date and Time of Accident/Incident _____		Date and Time Ordered to Submit _____	
Type of Test: FTA ☐ Random ☐ Follow-up (in accordance with 48 CFR Part 655.47 and 48 CFR Part 40 Subpart (f)) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Fatality ☐ Injury (Immediately Receive Medical Treatment away from the scene. NOTE: Employees who are dead may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test.) ☐ Disabling Damage (Vehicle towed) ☐ Rail Vehicle Involved that is removed from operation. NOTE: Tests conducted under any of the above listed circumstances for Safety Sensitive Employees excluded pursuant to 48 CFR Part 600.17 (a) are subject E.)		CTA ☐ I.O.D. (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Possible Claim of Injury ☐ Property Damage ☐ Follow-up	
Supervisor Reason for Not Testing (48 CFR Part 655.44(d)) <i>Applies only to non-fatal accidents.</i> If you can determine, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident, you do not need to test employee. Please state reason below for not testing: _____ _____ _____			
YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IN ACCORDANCE WITH FTA/CTA REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED CTA OFFICIAL. YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPLY WITH THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND/OR CTA RULES THAT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISBARMENT.			
Issued By: _____		Received: _____	
CTA Notifying Agent		Employee's Signature	
Collector Information: Time Testing Began: _____ Time Testing Completed: _____ Elapsed time from accident/incident to test administration: _____ In the event an alcohol test is not administered within two (2) hours following an accident, prepare and record in the space below the reasons why testing was not promptly administered. If an alcohol test is not administered within eight (8) hours following an accident, make no further effort to administer an alcohol test and document the reasons why the test was not administered within eight (8) hours. In the event a drug test is not administered within 32 hours following an accident, do not continue to administer the drug test. (48 CFR Parts 655.44 (a) & (b))		First unsuccessful attempt (if applicable) when directed to do so you must make an attempt to provide a suitable specimen. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge.	
Collector's Signature: _____			
Supervisor Information: Supervisor Reason for Delay or Test Termination: _____ _____ _____			
NOTE: A copy of the Testing Protocol is available upon request. EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.		DISTRIBUTION: Wally - Work Location Copy Cathy - Medical Review Office Phil - Employee Copy Catherine - Collector Copy	

CTA 7785 (Rev. 05/14) Status Restricted

APPENDIX D

DRUG AND ALCOHOL TEST PROTOCOL

FORM 0762



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

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



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

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

Additionally:

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

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

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

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

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

7257	Engineer IV - Power	0
7258	Engineer IV - Power /Testing	0
7260	Engineer IV - Rail Equipment	0
7261	Engineer IV - Rail Vehicle Design	0
7262	Engineer IV - Signal	0
7263	Engineer IV - Specification/Quality Assurance	0
6238	Engineer IV - Structural	8
7264	Engineer IV - Structural	0
7267	Engineer IV - Track	0
1381	Engineering Assistant	134
2424	Equipment Tech II	241
2592	Equipment Tech III	241
2689	Equipment Technician I	241
5497	Extra Board	308
4382	Facil Maintenance Instructor	0
3371	Final Assembler	8
6202	Flagman	308
1647	Foot Collector	308
2595	Foreman B Electricians	134
1374	Foreman 'B' Electricians	134
4122	Foreman Communications Tech	134
1321	Foreman Electrical Workers	134
1254	Foreman Steel Fabrication Shop	8
1436	Garage Assistant Foreman II	241
2203	Garage Instructor I	241
3502	Garage Instructor II	241
2207	Heavy Duty Equipment Operator	700
3437	Industrial Engineer II	999
2302	Inspection Terminal Instructor I	308
2303	Inspection Terminal Instructor II	308
7748	Investigator	0
853	Ironworker	1
4976	Ironworker (Non-Welding)	1
993	Ironworker Foreman	1
3458	Ironworker General Foreman	1
854	Ironworker Helper	700
3658	Ironworker Helper	700
6227	Key Instructor	241
2632	Line Foreman	9
2633	Lineman	9
2634	Lineman Helper	9
1535	Loader Grinder Operator	308
1191	Machine Shop Foreman (Skokie)	8
1324	Machine Shop Foreman (S-Shops)	8
1962	Machinist	8
1249	Machinist (Frog Shop)	8
4679	Machinist (Rail)	8
1416	Machinist Apprentice	8
2578	Machinist Foreman	8
2554	Machinist Leader A	8
2732	Machinist Leader A (Frog Shop)	8
5214	Manager Comm/Power Control	0
7705	Manager II, Control Center	0
7740	Manager II, Facilities Maintenance	0
7991	Manager II, Inspections & Investigations	0
7367	Manager II, Maintenance	0

7808	Manager II, Maintenance - Bus	0
7809	Manager II, Maintenance - Rail	0
7739	Manager II, Maintenance Instruction	0
7774	Manager II, Power & Way Maintenance	0
7372	Manager II, Transportation	0
7810	Manager II, Transportation - Bus	0
7811	Manager II, Transportation - Rail	0
7717	Manager II, Transportation Instruction	0
5209	Manager Maintenance -Bus	0
5210	Manager Maintenance-Rail	0
5282	Manager Power Maintenance	0
5088	Manager Power/Signal/Comm Engineer	0
5293	Manager Signal Maintenance	0
5224	Manager Structure Maintenance	0
5283	Manager Substations&Elec Test	0
5288	Manager Track Maintenance	0
5208	Manager Transportation - Rail	0
7505	Manager Transportation Instruction	0
5207	Manager Transportation-Bus	0
8602	Manager, Bus Capital Projects & Field Engineering	0
7389	Manager, Bus Heavy Maintenance	0
7398	Manager, Construction Management Oversight	0
7403	Manager, Control Center	0
7419	Manager, Facilities Maintenance	0
7424	Manager, Field Operations Track Structure	0
8641	Manager, Janitorial Services	0
7438	Manager, Maintenance	0
7804	Manager, Maintenance - Bus	0
7805	Manager, Maintenance - Rail	0
7436	Manager, Maintenance Construction	0
7463	Manager, Rail Car Appearance	0
7464	Manager, Rail Customer Facilities Maintenance	0
7454	Manager, Signal Engineering	0
7487	Manager, Signal Maintenance	0
7492	Manager, Structural Maintenance	0
7500	Manager, Structure Engineering	0
7493	Manager, Substation & Power Maintenance	0
7497	Manager, Technical Services - Rail	0
7498	Manager, Technical Support	0
7903	Manager, Track Engineering	0
7501	Manager, Track Maintenance	0
7504	Manager, Transportation	0
7806	Manager, Transportation - Bus	0
7807	Manager, Transportation - Rail	0
8346	Manager, Transportation - Rail CS	0
8531	Manager, Transportation - Supervision	0
4768	Material Assignment Dispatcher	134
3922	Mechanical Unit Assembler	701
3924	Mechanical Unit Preparer	701
2211	Mobile Bus Mechanic	241
6199	Modified Customer Assistant	308
257	Motorman	308
2636	Pm Resident Instructor	241
3665	Power Controller	134
7549	Project Manager	0
8171	Project Manager - Construction	0

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

6190	PTTC Flagman	308
6191	PTTC Rail Inspector	308
6192	PTTC Rail Instructor	308
7559	Quality Assurance Inspector	0
5274	Quality Improvement Tech	0
5758	Quality Improvement Tech II	0
5988	Radiator Repairer	73
6100	Rail Carbody Inspector	308
5479	Rail Controller	134
6099	Rail Controls Inspector	308
3982	Rail CSR / Security Controller	134
6098	Rail HVAC Repairer	308
3430	Rail Instructor I	308
3431	Rail Instructor II	308
6203	Rail Instructor III	308
6102	Rail Leader/Pilot	308
305	Rail Service Supervisor I	308
3434	Rail Service Supervisor II	308
6122	Rail Service Supervisor III	308
6097	Rail Technician	308
3676	Rail Terminal Supervisor	308
6101	Rail Truck Shop Repairer	308
2129	Rapid Transit Operator	308
2783	Resident Instructor Tire Repair	241
6204	Roadmaster II	134
7564	Roadmaster II	0
5290	Roadmaster II Track Constr	0
5493	Roadmaster II Worktrain	0
6205	Roadmaster III	134
7565	Roadmaster III	0
5289	Roadmaster III Track Maintenance	0
5320	Safety Analyst	0
7566	Safety Officer	0
8003	Safety Specialist	0
4302	Security Controller	0
8287	Security Specialist	0
8647	Senior Construction Safety Engineer	0
8621	Senior Coordinator, Emergency Preparedness	0
7581	Senior Coordinator, Facilities Maintenance	0
5276	Senior Field Qual Imprv Inspector	0
2537	Senior Garage Instructor	241
7589	Senior Industrial Hygienist	0
8573	Senior Manager, Accident Investigations	0
8574	Senior Manager, Construction Safety & Engineering	0
8475	Senior Manager, Inspections & Investigations	0
8575	Senior Manager, Occupational Health & Safety	0
8485	Senior Manager, Rail Customer Facilities Maintenance	0
8661	Senior Manager, Safety Investigator	0
7487	Senior Manager, Signal Maintenance	0
7492	Senior Manager, Structural Maintenance	0
8576	Senior Manager, System Safety - Bus	0
8577	Senior Manager, System Safety - Rail	0
7501	Senior Manager, Track Maintenance	0
8489	Senior Manager, Transportation - Rail	0
8491	Senior Manager, Utility Services	0
5486	Senior Power Engineer	0

8666	Senior Project Manager - Construction	0
5280	Senior Quality Engineer-Electrical	0
5279	Senior Quality Engineer-Mechanical	0
4507	Senior Rail Equipment Engineer	0
5319	Senior Safety Analyst	0
8646	Senior Safety Officer	0
7994	Senior Safety Specialist	0
5277	Senior Shop Equal Imprv Inspector	0
5487	Senior Signal Engineer	0
4660	Senior Structural Maintenance Engineer	0
7952	Senior System Safety Engineer	0
8197	Senior Technician, Quality Improvement - Bus	0
8198	Senior Technician, Quality Improvement - Rail	0
5287	Senior Track Construction Engineer	0
4800	Senior Track Maintenance Engineer	0
8662	Senior Transit Safety Investigator	0
8620	Senior Transit System Safety Officer	0
1267	Service Truck Chauffeur	700
2491	Sheet Metal Foreman	73
2534	Sheet Metal Foreman	73
1077	Sheet Metal Worker	73
2216	Sheet Metal Worker	73
2105	Sheet Metal Worker Apprentice	73
2287	Shop Inspector	241
1110	Shop Tractor Operator	241
2500	Shopman I	8
2088	Shopman II	8
5092	Signal Engineer I	0
6217	Signal Engineer I	9
5477	Signal Engineer II	0
6218	Signal Engineer II	9
5089	Signal Engineer III	0
6219	Signal Engineer III	9
6220	Signal Engineer IV	9
5090	Signal Engineering Coordinator	0
6222	Signal Engineering Coordinator	9
810	Signal Foreman	9
2128	Signal Helper	9
2127	Signal Maintainer	9
6221	Signal Maintenance Coordinator	9
4426	Signal Relay Foreman	9
5800	Special Part-Time Bus Operator	241
3292	Structural Engineer I	0
3293	Structural Engineer II	0
3113	Structural Engineer III	0
6239	Structure Engineering Coordinator	8
6240	Structure Maintenance Coordinator	8
3370	Sub Assembler	8
2602	Substation Attendant	134
6228	Supervisor Clerk	241
1234	Supervisory Chauffeur-Garage Man	700
263	Switchman	308
7615	System Safety Engineer	0
314	TA/Modified Customer Assistant	308
4508	Tech Design Draftsman II	0
8114	Technical Trainer - Rail	0

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

7619	Technician, Quality Improvement	0
7825	Technician, Quality Improvement - Bus	0
7826	Technician, Quality Improvement - Rail	0
5000	Testing Engineer	134
2367	Testing Engineer I	134
881	Testing Engineer II	134
5031	Testing Engineer III	134
6054	Testing Engineer IV	134
6055	Testing Engineer V	134
2655	Tire Repairer	241
988	Tool Maker	8
292	Towerman 'A' And 'B'	308
2748	Track Lubricator Maintainer	308
6245	Track Maintenance Coordinator	8
4712	Track Maintenance Engineer II	0
2704	Track Maintenance Equipment Operator	308
577	Track Welder	308
3366	Trackman	308
2285	Trackman II	308
8663	Transit Safety Investigator	0
8616	Transit System Safety Officer	0
6195	Universal Rail Supervisor I	308
6196	Universal Rail Supervisor II	308
1052	Upholsterer	9777
2581	Work Car Crane Operator	308
414	Work Train Conductor	308
5420	Work Train Conductor	308
4926	Yardmaster	134
7644	Yardmaster	0



**CHICAGO TRANSIT AUTHORITY
DRUG AND ALCOHOL POLICY
AND TESTING PROGRAM
FOR NON-SAFETY SENSITIVE
EMPLOYEES**

Effective January 1, 1995
Revised August 2011 and February 2014

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I. OVERVIEW

In a document styled "Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees" ("the FTA Policy"), the Chicago Transit Authority ("the Authority") set forth a drug and alcohol policy and testing program developed to comply with the requirements of federal laws and regulations promulgated by the Federal Transit Administration ("FTA") and the Department of Transportation ("DOT"). As required by the FTA and the DOT, the FTA Policy was limited in its application to only those employees of the Authority engaged in the performance of safety-sensitive functions. This document sets forth the drug and alcohol policies and testing programs mandated by the Authority, but not required by the FTA or the DOT for employees of the Authority who do not perform safety-sensitive functions. This document has been adopted by the Chicago Transit Authority Board of Directors pursuant to resolution.

In adopting this policy, the Authority does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are not inconsistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law or regulation presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

II. INTRODUCTION

A. Policy and Program Purposes

The Authority performs a vital service for the public. To ensure that this service is delivered safely, efficiently, and effectively, each employee of the Authority has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner.

The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or misuse of alcohol and other drugs by employees so that transit services are delivered safely, efficiently, and effectively.

This policy outlines four principles as a means to achieve the Authority's goal of providing a workplace free from the effects of drug and alcohol use and/or misuse for its employees. The first principle emphasizes deterrence from the use of drugs and alcohol in or affecting the workplace. The Authority will make education and training available for all employees regarding the effects of substance abuse on individuals and in the workplace. Supervisors and managers will receive specialized training in detection, early intervention, and enforcement.

The second principle is treatment and rehabilitation. The Authority maintains an Employee Assistance Program ("EAP") to assist employees with personal problems, including those surrounding the misuse of drugs and alcohol.

The Authority supports rehabilitation before an employee's job is in jeopardy. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations.

The third principle is detection. Toward this end, the Authority employs six (6) drug and/or alcohol tests in the following circumstances: pre-employment, reasonable suspicion, post-accident, based upon a physician's objective medical judgment, return to duty, and to satisfy EAP requirements. The foregoing drug and alcohol test policy will apply to all full-time, part-time, seasonal, and temporary employees of the Authority not otherwise engaged in the performance of safety-sensitive functions. It also applies to applicants for positions of employment not otherwise involving the performance of safety-sensitive functions.

The fourth principle is enforcement, which is essential if deterrence, rehabilitation, and detection are to be successful. All employees must be fit for duty as defined within this policy. Accordingly, the manufacture, distribution, dispensing, possession, or use of a drug or controlled substance contrary to the terms of this policy, and the use or possession of intoxicants contrary to the terms of this policy are prohibited.

B. Employee and Management Responsibilities

All employees of the Authority covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Authority's Vice President, Human Resources (or a designated representative) will monitor Department practices to ensure compliance with and answer any questions concerning the information presented in this policy. Contact information for the Vice President, Human Resources and additional program personnel is contained in Appendix A.

Employees are responsible for ensuring adherence to this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Authority prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis protected by federal, state, or local laws.

C. Confidentiality

Confidentiality will be maintained throughout the drug and alcohol screening process. The Authority will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Authority, the specimen collection site, testing laboratory, medical review officer, ("MRO"), breath alcohol technician ("BAT"), and the substance abuse professional ("SAP") will be held to the strict confidentiality requirements consistent with FTA and DOT testing regulations and applicable federal, state, and local laws.

EAP personnel will be expected to carry out all actions relative to this policy in a manner which respects the dignity and confidentiality of those involved. EAP records are regarded as confidential medical records and are not available for inspection by anyone except EAP staff absent a written release of information by the employee. EAP personnel will release information to personnel of the Authority only on a need-to-know basis subject to advance notice to the employee. In any case where the employee raises a claim against the Authority involving the quality of care or services rendered by the EAP, the employee shall be deemed to have waived his/her right to confidentiality and the Authority shall have the right to explore thoroughly and evaluate the employee's participation in the EAP.

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Authority shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested.

III. IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG- AND ALCOHOL-FREE WORKPLACE

A. Deterrence

1. Fitness for Duty

The Authority has determined that an employee is fit for duty when he/she is able to perform his/her job duties, including when he/she is ready for work or working without the presence of any alcohol or the presence of any specified drugs or their metabolites as prescribed by this policy. Employees must understand that they are responsible for assuring that their job conduct is safe and appropriate.

An employee is "on duty" or "subject to duty" within the meaning of this provision:

- On his/her regularly scheduled days from the time he/she arrives on the property until the time he/she completes his/her work assignments and leaves the property.
- When reporting for a physical examination as a requirement of his/her position of employ.
- When the employee has volunteered or has been assigned extra work in his/her day off or vacation.
- Prior to the start of duty, when told in advance that he/she is expected to be on duty within the next eight (8) hours.

2. Reporting the Use of Prescription Drugs or "Over-the-Counter" Medication

All employees are required to report to the Authority the use of prescription drugs and "over-the-counter" medication if the physical, mental, or emotional health of the employee is impaired or becomes impaired or changes significantly through the use of such a prescription drug or "over-the-counter" medication. A physician designated by the Authority will make the determination as to whether there is a possibility that the employee's performance of essential functions of the job may be affected or compromised by the employee's use of any such drug or medication or that the safety of the employee, his/her co-workers, or the public is, or could be, in jeopardy. If it is concluded that there is such a possibility and a reasonable accommodation pursuant to the Americans with Disabilities Act cannot be made, the employee will be considered unfit for duty and will be removed from service. The employee will remain out of service but only for such a reasonable period of time as is necessary for the employee to be cleared to return to work by an Authority-designated physician.

Employees who fail to report their use of prescription drugs or "over-the-counter" medication in accordance with this section, and subsequently have a confirmed positive drug or alcohol test, are subject to progressive discipline up to and including discharge.

3. Education and Training

The Authority recognizes that education and training of its workforce and supervisors are major components of a successful drug and alcohol program. To that extent:

- All employees subject to testing under this policy will be given notice of the implementation of the policy.
- The Authority will display and distribute informational material about the effect of drugs along with a community service hotline telephone number to assist employees who may be experiencing problems with prohibited drugs.
- The Authority will distribute informational material about the signs and symptoms of an alcohol problem and the effects of alcohol misuse on an individual's health, work, and personal life.

In addition to the foregoing, the Authority will consider and implement such education and training programs as will help promote safety goals, maintain the integrity of the Authority's drug and alcohol testing program, and enhance the benefits of that program.

B. Treatment and Rehabilitation--Employee Assistance Program ("EAP")

In order to promote a drug and alcohol-free environment, the Authority will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Authority has established and encourages the use of its Employee Assistance Program ("EAP"). The EAP was established in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation.

The Authority's EAP will assist eligible employees with drug use and alcohol misuse problems, and related concerns, through one or more of the following, depending upon the circumstances of each particular case:

- Consultation with supervisors and/or other Authority officials.
- Evaluation and referral.
- Individual and group counseling.
- Individual case management.
- Crisis intervention.
- Specialized education and training programs.

Although employees are encouraged to receive help for drug and alcohol problems, participation in the Authority's EAP will not excuse an employee's failure to comply with rules and regulations of the Authority. Nor will it preclude discipline for rule or policy violations. Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Any questions regarding the Authority's EAP should be referred to the Authority's Vice President, Human Resources (or a designated representative).

IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. General Conditions

1. Persons Subject to Testing

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment:

- All full time, part time, seasonal, and temporary employees of the Authority not otherwise engaged in the performance of safety-sensitive functions; and

- Applicants for positions of employment with the Authority not otherwise involving the performance of safety-sensitive functions.

A "safety-sensitive function" means any of the following duties:

- Operating a revenue service vehicle (including when not in revenue service).
- Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
- Carrying a firearm for security purposes.

Included in the foregoing are supervisors who in fact perform safety-sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded and, accordingly, subject to testing under this policy.

2. Prohibited Behavior/Drugs

All persons covered by this policy are subject to the following rules:

- The use of a controlled substance¹ by Authority employees at any time is prohibited.
- The use or possession of a controlled substance from the time an employee reports for work until the conclusion of the employee's workday or reporting for work in an impaired condition due to the use of the same is prohibited.
- An employee may not have a controlled substance in his/her system from the time of reporting for work until the conclusion of the workday.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance.

¹ "Controlled substance" means any of those substances identified in Schedules I through V of 21 CFR 1308. The terms "drugs" and "controlled substances" are interchangeable and have the same meaning.

- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on Authority property by any person at any time also is prohibited.

3. Prohibited Behavior/Alcohol

a. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.04 or greater. No Authority supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater shall permit the employee to work or continue to work.

b. On Duty Use/Possession

All persons covered by this policy are prohibited from using or possessing alcohol while on duty. No Authority supervisory person having actual knowledge that a covered employee is using alcohol while on duty shall permit the employee to work or continue to work.

c. Pre-Duty Use

(1) General

All persons covered by this policy are advised against the use of alcohol within four (4) hours prior to reporting for duty.

(2) Employees Required to Report for Call

Employees who are in the work book and required to report for call are subject to the restrictions identified in subparagraphs IV.A.3.a, b, and c(1). Upon receiving a call to report to duty, the following shall apply:

(a) The employee will be allowed to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her assigned work.

(b) The employee must take an alcohol test if the covered employee has acknowledged the use of alcohol but claims the ability to perform his/her assigned work.

d. Use Following An Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol until he/she undergoes a post-accident test, whichever occurs first. Such a test shall be concluded no later than eight (8) hours after the accident occurs.

B. Detection

1. Circumstances for Testing

a. Applicants

No applicant for employment will be hired, transitioned, or rehired into a position by the Authority unless he/she passes a pre-employment drug test. The test will be administered as part of the pre-employment physical examination. If a pre-employment drug test is cancelled, the Authority shall require the applicant to submit to and pass another test.

b. Employees

When ordered to do so by the Authority, an employee covered by this policy shall submit to a drug and alcohol test:

- (i) In the event of an accident or any other incident involving a possible claim of injury or property damage.
- (ii) In the event of an objective observation by at least one (1) non-bargaining unit supervisory employee that an employee:
 - Is or may be impaired in the performance of his/her duties due to the use of alcohol or is displaying behavior that may be associated with controlled substance use; or
 - Is in possession of alcohol, a controlled substance, narcotics of any kind or associated paraphernalia on Authority property.
- (iii) Based upon a physician's objective medical judgment.
- (iv) During a return to duty physical examination.
- (v) To satisfy EAP requisites

2. Conduct that Constitutes a Refusal to Submit to a Test

The following conduct will be regarded by the Authority as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within the time allotted by the Authority after being directed to do so by the Authority.
- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a sufficient amount of urine or breath, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure to permit a directly observed or monitored collection when required.
- Failure or declining to take a second test the Authority or collector has directed the employee to take.
- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.
- Failure to cooperate with any part of the testing process. (e.g. refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used to interfere with the collection process.

- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- Admitting to the collector or MRO that the employee adulterated or substituted the specimen.
- An adulterated or substituted test result verified by an MRO.

V. METHODOLOGY

The Authority's testing program will conform to the standards established by the DOT in **49 CFR Part 40** as amended. All employees subject to testing under this policy will be given notice of the implementation of the policy. The Authority will make copies of **49 CFR Part 40** readily available upon request of any employee subject to testing under this policy.

All Authority-mandated drug testing will be performed to detect for the presence of the following five (5) substances: marijuana; cocaine; opiates; phencyclidine; and amphetamines. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR Part 40.87.

Additionally, all Authority mandated drug testing will be performed to detect for the presence of the following five (5) substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for these additional five (5) drugs or classes of drugs:

Drug	Cutoff Levels (ng/ml)
Barbiturates	300
Benzodiazepine metabolites	300
Methadone	300
Methaqualone	300
Propoxyphene	300

The following confirmatory cutoff levels will be used:

Drug	Cutoff Levels (ng/ml)
Barbiturates	150
Benzodiazepine metabolites	150
Methadone	150
Methaqualone	150
Propoxyphene	150

VI. ENFORCEMENT OF POLICY

A. Consequences of Verified Positive Drug Test, Alcohol Concentration of 0.04 or Greater, Refusal to Submit to a Test, or Other Violation of the Policy

1. Applicants for Employment

Any applicant for employment covered under this policy who has a verified positive drug test result, refuses to submit to a test, or violates any other provision of the policy will be disqualified from consideration for employment with the Authority for a period of at least one (1) year from the date of testing.

2. Employees

Any employee who has a verified positive drug test result, an alcohol concentration of 0.04 or greater, refuses to submit to a test administered under this policy, or violates any other provision of the policy may be subject to disciplinary action consistent with already established rules, policies, and procedures of the Authority.

The foregoing is not intended to interfere with an otherwise qualified employee from participating in the Authority's EAP pursuant to the terms of Attachment H to the collective bargaining agreement between the Authority and the Union. Any disciplinary action taken by the Authority under this policy, an employee's right to continued employment with the Authority, and an employee request that he/she be allowed to participate in the EAP shall be evaluated consistent with the terms of such Attachment H.

B. Union Involvement

If the Authority orders an employee subject to a collective bargaining agreement to submit to a drug and/or alcohol test:

- With respect to Sections IV.B.1.b.i and IV.B.1.b.ii, at least one (1) non-bargaining unit employee shall complete a "Condition of Employee Report," a sample of which is attached hereto as Appendix B.

- With respect to Sections IV.B.1.b.i. and IV.B.1.b.ii., the Authority shall make a good faith effort to allow the employee being ordered to submit to the test to have the opportunity to consult with a Union representative before submitting to the test, provided, however, that the failure of the Union representative to be present within thirty (30) minutes after notification to the Union in accordance with the procedure set forth below shall in no way affect the requirement of submission to the test if any of the conditions set forth in Sections IV.B.1.b.i. and IV.B.1.b.ii., has been met.

- With respect to Section IV.B.1.b.iii, the Authority shall allow the employee being ordered to submit to the test a reasonable opportunity to consult with a Union representative before submitting to the test unless the consultation would result in a delay in administering the test.

As regards the foregoing, the Authority shall notify Local Unions 241 and 308 that one of its bargaining unit employees is being ordered to submit to testing as follows:

- Between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, the Authority shall call the Union at the Union office at the following telephone numbers, Local 241 at (312) 341-1733, or Local 308 at (312) 782-4665.
- At all other times, the Authority shall call the Union at the telephone number of the Board member at the specific location.

The Union reserves the right to change said notification telephone numbers upon fourteen (14) days advance written notice to the Authority's Vice President of Human Resources.

Notification to the Union is not necessary if a Union representative is present at the time the request is made, or if a situation exists which reasonably prevents the Authority from notifying the Union. In the event the Authority fails to notify the Union because it claims to have been reasonably prevented from doing so, the burden of showing such will be on the Authority.

C. Consequences of Negative Test for Employees

If the analysis of the employee's urine and/or breath specimen procured in connection with a drug or alcohol test conducted under this policy establishes that the specimen is negative for the presence of controlled substances in conformity with Section V of this policy, the employee shall be compensated for all time lost from work directly attributable to the order to take the test, provided there are no other rule violations which give rise to the order to take the test. Additionally, the employee shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate for all hours or portions thereof in excess of his/her scheduled work day that the employee is involved in activities directly attributable to the order to take the test. Further, if the order by the Authority to submit to the test has been made pursuant to Section IV.B.1.b.ii. above, and the analysis shows the employee is to be considered to have been unimpaired, the employee shall have the right to request a meeting to include the employee, a Union Representative, a member of the Human Resources Department, and the person who requested the employee to take the test. The Union shall notify the Authority in writing within fourteen (14) days after the results of the tests are available of the employee's request for a meeting, and the meeting shall be scheduled at the convenience of the parties, but no later than fourteen (14) days after receipt by the Authority of the request, circumstances permitting. Whenever possible, the meeting will be scheduled during the employee's regular working hours, and the employee

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

D. Dilute Specimen

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

VII. GRIEVANCE-ARBITRATION PROCEDURE

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

VIII. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

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

MEMORANDUM OF UNDERSTANDING

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

APPENDIX A

POLICY AND PROGRAM PERSONNEL

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

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

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

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

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

APPENDIX B – CONDITION OF EMPLOYEE REPORT FORM 3134

CONDITION OF EMPLOYEE

EMPLOYEE DATA	Name _____ Badge # _____			
	Work Location _____		Classification _____	
	Date _____			
	Time Started Work _____		Time of Observation Accident/Incident _____	
OBSERVATION	BALANCE =	UNSURE ☐	QUESTIONABLE ☐	SURE ☐
	WALKING =	UNSTEADY ☐	QUESTIONABLE ☐	STEADY ☐
	SPEECH =	SLURRED ☐	QUESTIONABLE ☐	CLEAR ☐
	BEHAVIORS =	UNCOOPERATIVE ☐	QUESTIONABLE ☐	COOPERATIVE ☐
	EYES =	BLOODSHOT ☐	QUESTIONABLE ☐	CLEAR ☐
	BODY ODOR =	STRONG ☐	WEAK ☐	NONE ☐
QUESTIONS TO EMPLOYEE	Are you ill or injured? Yes ☐ No ☐			
	Explain the reason for your physical condition: _____			

TEST NOTIFICATION	Please answer all questions:			
	1. Was employee ordered to submit to breath and urinalysis test? (Must attach Test Notification - Form 7785)		Yes ☐	No ☐
	2. Did Employee refuse breath and urinalysis test?		Yes ☐	No ☐
	3. Was employee informed of consequences for refusing test?		Yes ☐	No ☐
CTA'S OFFICIAL STATEMENT	4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Time of union notification _____			
	Yes ☐ No ☐			
	Please circle reason for report: Accident Incident Observation Other			
	Please write brief statement identifying why test is being conducted: _____			
CTA'S OFFICIAL STATEMENT	_____			

CTA'S OFFICIAL STATEMENT	CTA Supervisor/Official: _____		Date and Time Written: _____	
	Observation Confirmed By: _____		Date and Time Written: _____	
	(not required for FTA testing)			

cta 3134 (Rev. 12/93) Hazard Resources

DISTRIBUTION:
White - Work Location
Canary - Accident/Incident File

Page: 534 sortkey: Bu file.pdf 2 2/20/2014 4:22:01 PM

Employee Name _____		Badge No. _____	
Classification _____		Work Location _____	
Date and Time of Accident/Incident _____		Date and Time Ordered to Submit _____	
Type of Test: PEA ☐ Random ☐ Follow-up (in accordance with 49 CFR Part 655.47 and 49 CFR Part 40 Subpart O) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Fatality ☐ Injury Immediately Requires Medical Treatment away from the scene. NOTE: Employees who are dead may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test. ☐ Disabling Damage (Vehicle towed) ☐ Rail Vehicle Involved that is removed from operation. (NOTE: Tests conducted under any of the above listed circumstances for Safety Sensitive Employees conducted pursuant to 49 CFR Parts 655.17 & 655.404(e).)		CTA ☐ I.O.D. (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Possible Claim of Injury ☐ Property Damage ☐ Follow-up	
Supervisor Reason for Not Testing (49 CFR Part 655.44(d)) Applicable only to non-fatal accidents. If you can determine, using the best information available at the time of the accident, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident, you do not need to test employees. Please state reason below for not testing: _____ _____ _____			
YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IN ACCORDANCE WITH FMVTA REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED CTA OFFICIAL. YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPLY WITH THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND/OR CTA RULES THAT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISBARMENT.			
Issued By: _____ CTA Notifying Agent		Received: _____ Employee's Signature	
Collector Information: Time Testing Began: _____ *First unsuccessful attempt (if applicable) when directed to do so or may result in a refusal to test which can result in disciplinary action up to and including disbarment. Time Testing Completed: _____ Elapsed time from accident/incident to test administration: _____ In the event an alcohol test is not administered within two (2) hours following an accident, prepare and record in the space below the reasons why testing was not promptly administered. If an alcohol test is not administered within eight (8) hours following an accident, make no further effort to administer an alcohol test and document the reasons why the test was not administered within eight (8) hours. In the event a drug test is not administered within 32 hours following an accident, do not continue to administer the drug test. (49 CFR Parts 655.44 (a) & (j)).			
Collector's Signature: _____			
Supervisor Information: Supervisor Reason for Delay or Test Termination: _____ _____ _____			
NOTE: A copy of the Testing Protocol is available upon request. EMPLOYEES MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.			

DISTRIBUTION:
 White - Work Location Copy
 Canary - Medical Review Office
 Pink - Employee Copy
 Goldstar - Collector Copy

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ATTACHMENT H

Employee Assistance Program (EAP)

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

ATTACHMENT H

Employee Assistance Program (EAP)

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

A. Services

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

1. **Substance Abuse**

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

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

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

3. **Other**

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

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

B. Participation

1. **Volunteers**

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

2. First Time Rule Violators

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

3. Independent Treatment Services

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

Employees who choose to participate in HMOs will waive any claim to confidentiality between themselves and the HMO and/or HMO-affiliated treatment physicians concerning alcohol and/or substance abuse treatment and will permit said HMO and/or physicians to notify the Authority if they seek such treatment from said HMO and/or treating physician. They also agree to fully

participate in any initial and/or follow-up monitoring program as determined by the Administrator/Coordinator of the EAP.

C. Treatment Programs

1. The Substance Abuse Professional to whom the participant's case has been referred will determine what professional assistance, if any, is necessary to resolve the individual's problems.
2. If a treatment program is necessary, the employee will not be allowed to continue in active service in his or her present occupation unless the Authority determines that the employee's occupation and the nature and severity of his/her problem does not require removal from service or job duties.
3. Notwithstanding paragraph 2 above, employees who perform safety-sensitive functions and have entered the EAP due to an alcohol, narcotic or controlled substance use/abuse problem shall be removed from service. Employees will be returned to service only after receiving certification from the CTA Medical Review Officer.
4. A full-time permanent employee who has completed one year continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for the following:
 - a. The employee is eligible to avail himself or herself of the weekly indemnity insurance benefit of \$200 per week while the employee is participating in an authorized and approved detoxification and rehabilitation program for a total of sixteen (16) weeks. The indemnity insurance benefit will be available for a second time during the course of employment for a total eight (8) weeks. In no event shall the weekly indemnity insurance benefit exceed a total of twenty-four (24) weeks during the course of employment.
 - b. The employee will be eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.
5. A part-time employee who has completed one (1) year of continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for hospital insurance benefits for hospital administered detoxification rehabilitation three (3) times during the course of employment.
6. Upon successful completion of the initial phase of a treatment program prescribed by the Substance Abuse Professional, but in no event sooner than eight (8) weeks after entering the EAP, a volunteer whose current job classification at the time of entering the EAP is safety-sensitive will be returned to the active status in his/her former classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return

to duty by the Substance Abuse Professional and been found fit for duty by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than four (4) weeks after entering the EAP, a volunteer whose job classification at the time of entering the EAP is non-safety-sensitive will be returned to active status in his/her former non-safety-sensitive classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return to duty by the Substance Abuse Professional and been found fit to return by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

Upon successful completion by a volunteer of a prescribed treatment program, and prior to his or her return to active status, the EAP shall provide the volunteer with a written confirmation that he or she has been released to return to active status, the date he or she entered the Program, and that the time spent in inactive status as directed by the EAP shall not be charged as absenteeism.

7. Any volunteer who participates in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation as determined by the Substance Abuse Professional, or who the CTA Medical Review Office finds unfit to return to duty, shall be made a rule violator provided the employee has no prior rules violation subject to the terms and conditions of Section B.2.
8. An employee may volunteer into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem three (3) times during the course of his employment. An employee who, prior to September 26, 1990, has participated more than once in the EAP program as a rule violator and/or a volunteer because of drug and/or alcohol abuse, may be allowed to participate in the program one additional time during the course of his or her employment. Such an employee will not be given access to the EAP as a rule violator if said previous participation was as a rule violator.
9. Any first time rule violator who is eligible and is permitted by the CTA or by arbitral remedy in a discharge case to participate in the EAP shall not be eligible for any weekly indemnity insurance benefits. A first time rule violator shall be entitled to the following other benefit:

The employee will be eligible for hospital insurance benefits for hospital administered detoxification-rehabilitation three (3) times during the course of employment. However, failure to make the appropriate patient advocate notice and or failure to contact the Administrator/Coordinator of the EAP within ten (10) days of said treatment will result in the employee being held responsible for all such billings. Contact with the employee's health care provider only, will not fulfill this notice requirement.

10. Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than sixteen (16) weeks after entering the Employee Assistance Program, a rule violator will be returned to active status in his or her former classification, subject to applicable procedures and restrictions.

11. Any rule violator who participated in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation, as determined by the Substance Abuse Professional, or who the CTA Medical Review Officer finds unfit to return to duty, shall be terminated.
12. Although an employee may be accepted into the EAP because of an alcohol, narcotics, or controlled substance use/abuse problem as a rule violator only once during the course of his/her employment, such an employee will have the right to volunteer three (3) times into the Program for this problem during the course of employment. However, no employee shall have access to the EAP as either a volunteer or a rule violator, or a combination of the two, more than three times during his/her employment. (Therefore, an employee may either volunteer three (3) times, or be a volunteer twice (2) and a rule violator once (1) during his/her employment.)
13. Any employee who is not actively working in his/her regular classification as a result of participating in the EAP is entitled to receive upon request and on the same basis as all other employees, payment for any unused vacation. Such vacation payment will not be given during the same period as an indemnity payment.
14. It is understood, however, that nothing herein shall service to provide benefits to employees who would not otherwise be entitled to same under Article 15 (Insurance and Sickness Benefits) of the collective bargaining agreement.

D. Restrictions

An employee suffering from an alcohol/narcotics/substance use/abuse or psychiatric impairment will be removed from safety-sensitive classification. An employee in a safety-sensitive classification shall be deemed suffering from psychiatric impairment when the employee's condition in a safety-sensitive classification poses a safety risk to self, the public, or other employees.

E.1 Return to Former Classification

An employee who has been removed from his or her occupation for undergoing treatment as a result of entering the Employee Assistance Program to receive treatment for alcohol/narcotics/substance use or psychiatric problems will be returned to his or her former position under the following circumstances:

Alcohol/Narcotics/Controlled Substances:

- a. The employee has actively and successfully participated in the prescribed program of treatment;
- b. The employee passes a physical examination certified by the Medical Review Officer and qualifies for his or her position through normal procedures; and

- c. The employee agrees to continue participation in the Employee Assistance Program and to comply with monitoring programs directed by the Authority.

Psychiatric Impairment:

- a. The Employee Assistance Program Director determines that the employee is capable of resuming active employment and the Medical Review Officer releases the employee;
- b. The employee is not precluded from such return by operational or by other medical restrictions; and
- c. The employee agrees to continue participation in the Employee Assistance Program and to comply with monitoring programs directed by the Authority.

E.2 EAP participants Who Do Not Desire to Return to Former Safety-Sensitive Position

An employee-participant, formerly a safety-sensitive employee, who successfully completes the initial treatment phase of the Employee Assistance Program and who does not wish to return to his or her former position is subject to the following procedures:

- a. The employee-participant will request in writing to the Employee Assistance Program Administrator/Coordinator that he or she be placed in a position other than his or her former position.
- b. The EAP Administrator/Coordinator will notify the Union and Personnel Administration Department and the employee-participant's department of the employee-participant's request.
- c. If an alternate bargaining unit position is available, an employee-participant, for purposes of initial placement only, will be placed in that position on the basis of company seniority. It is understood and agreed that the determination of whether or not an alternate bargaining unit position is available is within the sole discretion of the CTA and is not a grievable issue under the CTA-ATU Wage and Working Conditions Agreement. Nothing contained herein precluded an employee from bidding on a posted position in accordance with the procedures contained in the Wage and Working Conditions Agreement.
- d. If no alternate position is immediately available, the employee participant will be placed in Area 605 and will be subject to Attachment D of the CTA Wage and Working Conditions Agreement. However, such employee participant, no earlier than nine months after being placed in Area 605 and no later than ninety days prior to the expiration of the two-year period referred to in Attachment D may request a return to his or her former operating position and will be placed in such budgeted position if it is available and if the Authority's medical department has found the employee fit for duty.

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

F. Bridging of the Work Record

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

G. Program Adherence

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

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

3.

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

4.

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

5.

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

H. Administration of the Employee Assistance Program

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

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

I. Hiring of Former Part-time Employees

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

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

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

ATTACHMENT H APPENDIX

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

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

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

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

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

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

Exhibit A Sole Agreement
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 9

<u>No.</u>	<u>Subject</u>	<u>Date</u>	<u>Page(s)</u>
<u>Signal Department</u>			
1)	Signal Relay Room Foreman Rate (cover memo dated 4/24/89 included)	02/22/89	1-3
2)	Transfer of Signal Helpers	02/20/90	4
3)	Signal Maintenance Job Pick*	03/03/00	5-6
4)	Signal Mtc. Maintainer's Job Pick	04/16/07	7-12
5)	Signal Foremen Promotions*	03/06/00	13
6)	Signal Maintenance Overtime*	03/06/00	14-17
7)	Electrical Signal Maintainer Specialists & Signal Relay Room Foreman Rate (<i>See also number 1</i>)	12/21/90	18-19
8)	Signal Helper Training Program	03/08/05	20-24
<u>Revenue Equipment Department</u>			
9)	Revenue Equipment Specialist	02/17/89	25-26
10)	Locals 9 & 134 Realignment Jurisdiction Issues for Revenue Equipment, Maintenance & Construction (cover memo dated 1/3/91 included)	12/27/90	27-30
11)	Foreman Staffing	05/30/97	31-32
12)	Revenue Equipment Mtc. – Rail Operations Pick	04/13/06	33-34

Exhibit A: Sole Agreement – Local 9 Cont.

Traction Power

13)	Reorganization, Power & Way Maintenance (correspondence dated 02/28/88 and 09/08/88 included)	02/23/89	35-42
14)	Foreman Positions, Construction Gang and Helpers Temporarily Dual Rated as Journeymen -Letter	08/03/92	43-47
15)	Reserve for future Sole Agreement	n/a	48-61
16)	Rules Regarding Overtime – Letter (see also No. 17)	12/15/93	62-63
17)	Using Linemen from other Gangs for Overtime Work - (See also No. 18)	07/19/94	64
18)	Power & Way Construction Gang Work Greater than One Day - Grievance No. 902-95 (see also No. 23)	03/27/95	65
19)	Power Isolation – Letter (see also No. 36)	01/09/97	66-67
20)	Filling a Foreman's Position when Foreman and Backup are not available	08/04/97	68
21)	Training Agreement for Traction Power Electrical Maintenance	11/11/97	69-99
22)	Mileage Reimbursement	10/05/98	100
23)	Power & Way Construction Gang Signal and Communication work greater than one day Grievance No. 902-95 (see also No. 18)	03/27/95	101
24)	Bid Process Document	03/06/00	102
25)	Material and Assignment Dispatcher (cover memo dated 07/31/01 included)	07/18/01	103-105
26)	Overtime-Document	04/11/02	106
27)	Sick Pay Compensation for Material and Assignment Dispatchers (cover memo dated 9/3/02 included)	08/19/02	107-109

Exhibit A: Sole Agreement — Local 9, Cont.

General

28)	Employees Transferring Between Various Areas Staffed by IBEW, Local 9	02/27/89	110-112
29)	Various Transfer Issues – Memo	03/09/90	113-115
30)	Inter-Union Transfers (cover memo dated 02/27/91 included)	12/10/90	116-118
31)	Foreman Emergency Work Premium Rate	07/01/91	119
32)	Foreman Acting Supervisor Pay	05/17/91	120
33)	Saturday Work – Work Conditions	02/14/00	121
34)	Definition of Emergency and Scheduled Overtime	09/23/02	122
35)	Job Opportunity Bulletins	10/15/03	123
36)	Power Isolation (see also No. 19 above)	11/01/07	124-127
37)	IBEW, Local 9 – Walt Award Clarification Issues	12/06/07	128-129
38)	Project Labor Agreement	10/25/12	130
39)	Agreement Regarding Signal Engineers		131-132

AGREEMENT

No. 1: Signal Relay Room Foreman Rate

THIS AGREEMENT, made this 22nd day of February, 1989, by and between the CHICAGO TRANSIT AUTHORITY (hereinafter, the Authority) and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union No. 9 (hereinafter, the Union),

WITNESSES:

WHEREAS, the position of Signal Relay Room Foreman was established by the Authority-Union Wages and Working Conditions Agreement in effect from December 1, 1986 through November 30, 1989; and

WHEREAS, it was agreed in the above-referenced Agreement that this position would be a working foreman position; and

WHEREAS, the differential between the rate of Electrical Signal Maintainer Specialists who report to the Signal Relay Room Foreman and the rate of the Signal Relay Room Foreman is disproportionately smaller than the differential between the rate of other journeymen positions and the rate of the foremen to whom they report; and

WHEREAS, the Authority and the Union agreed during the collective bargaining negotiations which resulted in the above-referenced Agreement that adjustments would be made during the term of the Agreement, if necessary, to ensure that the pay rate and benefits of the position were equitable.

NOW, THEREFORE, the parties agree as follows:

1. Effective December 4, 1988, the pay rate of the position of Signal Relay Room Foreman is increased by \$.354 per hour from a pay rate of \$17.429 per hour to a pay rate of \$17.783 per hour.

2. During the remaining term of the CTA-I.B.E.W. Wage and Working Conditions Agreement effective December 1, 1986, through November 30, 1989, whenever the pay rate of Journeyman is increased, the pay rate of the Signal Relay Room Foreman will be increased by the percentage equivalent that the amount of the Journeyman increase bears to the Journeyman rate.

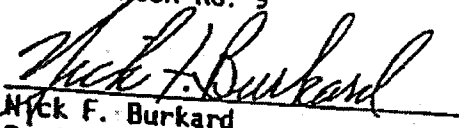
3. Because the Signal Relay Room Foreman is a working foreman position, effective December 1, 1988, the Signal Relay Room Foreman shall receive a work clothing allowance and shoe allowance equivalent

to that given to hourly-rated employees. The aforesaid allowance will be paid on the employee's anniversary of employment.

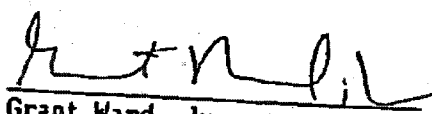
4. The terms and conditions of this agreement shall apply without exception only to the present matter involving the Signal Relay Room Foreman and the parties hereto. The Authority and the Union specifically agree that this agreement and its terms and conditions shall not in any way or manner be used as a precedent in future arbitration hearings, negotiations or discussions between the parties, except as may be necessary to enforce the provisions hereof.

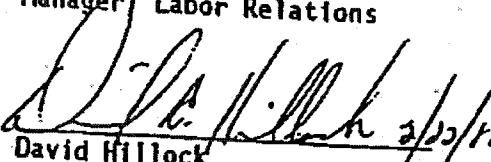
AGREED, this 22nd day of February, 1989.

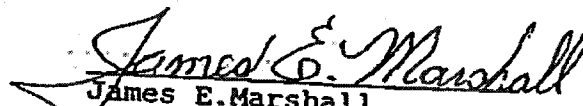
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION NO. 9


Nick F. Burkard
Business Manager

CHICAGO TRANSIT AUTHORITY


Grant Ward, Jr.
Manager Labor Relations


David Hillock
Deputy Executive Director
Maintenance


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

April 24, 1989

TO: Roy Smith, Senior Manager, Facilities Maintenance
Gerald Kurowski, Director, Payroll Operations

FROM: James E. Bidwill, Director, Contract Administration

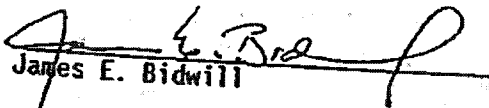
RE: Signal Relay Room Foremen

Attached is a copy of an executed agreement between the Authority and Local 9, International Brotherhood of Electrical Workers, which effectuates understandings reached during collective bargaining negotiations.

The agreement is as follows:

1. Effective December 4, 1988, the pay rate for the position of Signal Relay Room Foreman was increased from \$17.429 per hour to \$17.783 per hour.
2. Whenever the pay rate of Journeyman increased, the Signal Relay Room Foreman rate would be increased by a percentage equivalent. Therefore, the Signal Relay Room Foremen should have been increased by a percentage equivalent to the ten cents raise the Journeymen received effective February 26, 1989.
3. As a working foreman, the Signal Relay Room Foreman is eligible, effective December 1, 1988, for a work clothing and shoe allowance.

I ask that Facilities Maintenance implement this agreement as soon as possible by completing an appropriate change notice. I ask Payroll to calculate the back pay owed to the incumbent, Donald Hawkins, from December 4, 1988. Labor Relations will supply an updated rate sheet reflecting the increase that Mr. Hawkins should have received on February 26, 1989. I also ask Payroll to note that Mr. Hawkins is to receive a work clothing and shoe allowance on his anniversary of employment.


James E. Bidwill

JEB:ek

cc: T. Czech
A. Gaughan
D. Hillock
J. Marshall
W. Moore
D. Traxler
G. Ward, Jr.

THIS COPY FOR

Date: February 20, 1990

To: FILE

From: R. T. Smith Senior Manager, Facilities Maintenance

Re: Transfer of Signal Helpers

Power & Way Maintenance has expressed a concern that a recent transfer request by a Signal Helper to be reassigned to the Power Group could lead to the Signal Group being stripped of trained and qualified helpers. As a result of a meeting with Local No. 9 and to avoid any possible negative effects on the Signal Group, the following policy is hereby agreed to:

- A. Signal Helpers may request, in writing, a transfer to Lineman Helper. This request will be honored as follows:
 1. The date of the request will be used to determine who will have the right to transfer first. The oldest date on file will be selected first.
 2. If more than one Helper requests a transfer on the same date then the most senior Helper will be given first consideration.
 3. Only one Signal Helper per calendar year (January 1 thru December 31) will be allowed to transfer.
- B. Any transfer which is allowed will stipulate that the Signal Helper will be required to go to the bottom of the seniority list in Power. This may result in the Signal Helper being required to be a Lineman Helper up to a maximum of 5 years before becoming a Journeyman. This will not apply should an opening exist for a Journeyman Lineman position and the transferred candidate is next up in seniority for promotion and he has successfully passed any required schooling for the position. The transfer will not affect the employee's current salary or future salary progressions.
- C. The Power Group shall have the right to review the record of any Signal Helper requesting transfer prior to his transfer, and reject the transfer for a poor work record or attendance problems over the last 12 month period.

APPROVED:

Roy T. Smith
Roy T. Smith
Senior Manager,
Facilities Maintenance

2-26-90
Date

APPROVED:

Nick F. Burkard
International Brotherhood
of Electrical Workers
Local No. 9
Nick F. Burkard
Business Manager

2-28-90
Date

RTS/mrg

cc: J. K. Johnson
R. A. Stonecipher
P. Graf
G. Ward
J. Bidwill

SIGNAL MAINTAINER'S JOB PICK

The Signal Department will hold a Maintainer's job pick within six months of an existing job trick on the pick sheet becoming "open" or the creation of a new job. In order to promote experience and help preserve the continued integrity of the Signal System, Signal Department picks are normally "closed". In a "closed pick", only Maintainers with "bumping rights" may pick any job left on the pick sheet when it is their appointed pick time based on seniority. A Maintainer will be granted "bumping rights" if their job has changed or become "open" since the last pick or if they were bumped by another more senior Maintainer with bumping rights. Maintainers without "bumping rights" may pick their present job or another job if it is "open", but they may not 'bump' another Maintainer with lessor seniority out of their job. An open trick is defined as any job that has changed since the last pick, or any job left vacant due to retirements, promotions, or Maintainers leaving the department for any other reason. The following is a list of changes to a trick which would cause it to be considered open on the pick sheet:

1. Changes to start and quit times
2. Changes in primary or secondary overtime
3. Changes in territory limits
4. Changes in special terms - as defined on the pick sheet
5. Changes in starting location

The above mentioned, five items are clearly defined on every pick sheet and if any of these items has changed since the last pick then the changed job will be considered "open". While a "closed" pick is generally preferred, circumstances, such as: mass retirements, wide spread job changes, and other factors, may make the "closed" pick process inefficient. Under these circumstances, management reserves the right to hold an "open" pick. This means that all jobs on the pick sheet are now "open" and Maintainers may pick any job based on seniority.

A draft copy of the proposed pick will be distributed to the foremen and maintainers for review and a final copy of the pick will be prepared by management and distributed to all Signal Maintainers no later than two weeks prior to their scheduled picking time. Attached to the pick will be: all special terms, any changes to jobs, a list of Maintainers with bumping rights, the effective date of the pick, and a schedule of each Maintainer's picking times. Each Maintainer will be given ten minutes in which to pick and it is their responsibility to call the person running the pick within this time limit. If, for any reason, they are unable to call, they must submit a list of choices in advance, or they will be considered for their present job, if available, otherwise the pick coordinator will pick for them. At the time of the pick, the Maintainers may, also, submit a list of job choices, in

case these jobs become vacant or "open" due to movement later in the pick. It is solely the Maintainer's responsibility to do so or they forfeit any rights to any other job. After all picks have been made, management will prepare a finalized copy of the pick before it goes into effect. This copy will be distributed to management, all Maintainers, foremen, and the Union Stewards.

Attached is a copy of the November 7, 1999 Signal Department "closed" pick. This document includes:

1. Cover sheet with effective date
2. List of Maintainer's jobs with changes
3. List of Maintainers with bumping rights
4. Schedule of picking times
5. Definition of territory limits
6. List of jobs with special terms

Due to the wide scope and complex nature of the Signal System, it is especially important that the Maintainers pick will promote the long term stability needed to gather the specialized knowledge and long term experience and insure the viability of the System. The Signal Department's method of picking jobs may seem to be complex, but it has been proven over time, to work fairly and effectively.

Dated: March 3, 2000

CHICAGO TRANSIT AUTHORITY

Effective 4/16/2006

**SIGNAL MAINTENANCE
MAINTAINER'S PICK SHEET**

J. HARPER MANAGER - SIGNAL MAINTENANCE

K430 - G. Nouti (4111)

K-426 P. Chavez
K-427 C.Kauzlarich
K-433 R. Hernandez

CONSTRUCTION GANG
CARBORNE P.M.
CARBORNE A.M./RELAY ROOM

K425 - R. Causey (4112)

K-428 J. Langhamer
K-429 L. Terry
K-431 K. Blinstrub
K-432 D. Campbell

WNW SECTION
LSWL SECTION
SOUTH SECTION
NORTH SECTION

WAYSIDE:

WNW
LSWL
SOUTH
NORTH

O'HARE, DOUGLAS, CONGRESS, DEARBORN
LAKE ST., MIDWAY, LOOP
DAN RYAN, STATE ST., SOUTH MAINLINE
EVANSTON, SKOKIE, RAVENSWOOD, NORTH MAINLINE

CARBORNE:

NORTH
WNW
LSWL
SOUTH

CSM1
CSM2
CSM3

HOWARD - KIMBALL
CONGRESS - ROSEMONT
HARLEM - MIDWAY
DESIGNATED BY JOB

WEST NORTHWEST

FOREMAN: J. LANGHAMER

No.	TRICK	Spec. Terms	HOURS/DAYS	ALT OT	K-428 CALL NO.	ASSIGNED MAINTAINER
1	OHARE TOWER	2	0700-1530 M-F	CSM2	K-1121	RIGONI P.
2	OHARE TOWER		1000-1830 M-F	CSM2	K-1121	CRUZ A.
3	ROSEMONT TOWER	2	0700-1530 M-F	CSM2	K-1120	WYCH P.
4	ROSEMONT TOWER		1000-1830 M-F	CSM2	K-1120	GIL E.
5	ROSEMONT TOWER	RLF - 3 - 12	0700-1530 M-F	CSM2		HARASIM, L.
6	JEFFERSON PARK		0600-1430 M-F	CSM2	K-1122	CARABA R.
7	JEFFERSON PARK		1000-1830 T-F	CSM2		MARTELLO M.
	DESPLAINES/CONGRESS		0700-1530 SA		K-1122	
8	DAMEN TOWER	2	0700-1530 M-F	CSM2	K-1123	KNIGHT D.
9	DAMEN TOWER		1000-1830 M-F	CSM2	K-1123	DANECK S.
10	LOOMIS/CONGRESS		0600-1430 M-F	CSM2	K-1124	WILLIAMS S.
11	LOOMIS/CONGRESS		1000-1830 M-F	CSM2	K-1124	RAILEY J.
12	LOOMIS/CONGRESS	RLF - 3 - 12	0700-1530 M-F	CSM2		NARVAEZ L.
13	DESPLAINES/CONGRESS	2	0700-1530 M-F	CSM2	K-1125	ROGERS W.
14	DESPLAINES/CONGRESS		1000-1830 M-Th	CSM2	K-1125	MARZULLO R.
	DESPLAINES/CONGRESS		0700-1530 Su	CSM2		
15	54th DOUGLAS PK.	2 - 6 - 12	0700-1530 M-F	CSM2	K-1126	BRAVE S.
16	54th DOUGLAS PK.	6 - 12	1000-1830 M-F	CSM2	K-1126	HERNANDEZ D.
17	54th DOUGLAS PK.	RLF - 3 - 12	0700-1530 M-F	CSM2		WILKERSON R.
18	ARMITAGE TOWER	6 - 7 - 8 - 12	1600-2400 M-F	CSM2	K-1100	COOPER R.
19	ARMITAGE TOWER	6 - 7 - 8 - 12	1600-2400 M-F	CSM2	K-1100	SANDOVAL A.

NORTH

FOREMAN: D. CAMPBELL

No.	TRICK	Spec. Terms	HOURS/DAYS	ALT OT	K-432 CALL NO.	ASSIGNED MAINTAINER
20	LINDEN TOWER	2	0700-1530 M-F	CSM1	K-1141	LASCO G.
21	LINDEN TOWER		1000-1830 M-F	CSM1	K-1141	NAVARRO J.
22	HOWARD TOWER	2	0700-1530 Su-Th	CSM1	K-1140A	WRIGHT J.
23	HOWARD TOWER	RLF 3-6-12	0700-1530 M-F	CSM1		CHAU S.
24	HOWARD TOWER	2	0700-1530 Tu-Sa	CSM1	K-1140	AYERS P.
25	HOWARD TOWER		1000-1830 M-F	CSM1	K-1140	NORUM J.
26	SKOKIE	2 - 6 - 12	0700-1530 M-F	CSM1	K-1142	PARENTEAU J.
27	SKOKIE	6 - 12	1000-1830 M-F	CSM1	K-1142	PETSCHULT P.
28	KIMBALL TOWER	2	0700-1530 M-F	CSM1	K-1143	ARSENEAU W.
29	KIMBALL TOWER		1000-1830 M-F	CSM1	K-1143	HARASIM D.
30	WILSON	RLF 3 - 6 - 9 - 12	1000-1830 M-F	CSM1		CASTRO, W.
31	WILSON TOWER	2	0700-1530 M-F	CSM1	K-1144	FERA J.
32	CLARK TOWER	2	0700-1530 M-F	CSM1	K-1145	BYRD J.
33	CLARK TOWER		1000-1830 M-F	CSM1	K-1145	COSTELLO S.
34	CLARK TOWER	RLF 3 - 6 - 9 - 12	0700-1530 M-W	CSM1		RIEMMA J.
	ARMITAGE TOWER		0001-0800 Sa-Su		K-1101	
35	ARMITAGE TOWER	6 - 7 - 8 - 12	0001-0800 M-F	CSM1	K-1101	GARCIA R.
36	ARMITAGE TOWER	6 - 7 - 8 - 12	0001-0800 M-F	CSM1	K-1101	DAVIS D.

SOUTHSIDE

FOREMAN: K. Bilnstrub

No.	TRICK	Spec. Terms	HOURS/DAYS	ALT OT	CALL NO.	ASSIGNED MAINTAINER
37	STATE ST. SUBWAY	2	0700-1530 M-F	CSM1	K-1152	COLEMAN C.
38	STATE ST. SUBWAY		1000-1830 M-F	CSM1	K-1152	McCORD D.
39	STATE ST. SUBWAY	RLF 3 - 6 - 12	0700-1530 M-W			SOTO,D
	ARMITAGE TOWER		0001-0800 Sa-Su	CSM3	K-1101	
40	DAN RYAN	2	0700-1530 M-F	CSM3	K-1153	HUDGINS J.
41	DAN RYAN		1000-1830 M-F	CSM3	K-1153	ROSS M.
42	DAN RYAN	RLF 3 - 6 - 12	0700-1530 M-F	CSM3		PITCHFORD C.
43	63rd/ASHLAND	2	0700-1530 M-F	CSM2	K-1151	CARROLL R.
44	63rd/ASHLAND		1000-1830 M-F	CSM2	K-1151	ANDERSON A.
45	61st TOWER	2	0700-1530 M-F	CSM2	K-1150	SALAZAR F.
46	61st TOWER		1000-1830 M-F	CSM1	K-1150	COACHMAN C.
47	61st TOWER	RLF 4 - 6 - 12	1000-1830 M-F	CSM1		HUGHES A.
48	STATE ST. SUBWAY	RLF 6 - 7 - 8 - 12	0700- 1530 W - F	CSM1	K-1152A	SCONYERS R.
	ARMITAGE TOWER		0800-1630 Sa-Su		K-1102	

LAKE SW LOOP

FOREMAN: L. TERRY

No.	TRICK	Spec. Terms	HOURS/DAYS	ALT OT	CALL NO.	ASSIGNED MAINTAINER
49	17 TOWER	2	0700-1530 M-F	CSM3	K-1132	MALONE C.
50	17 TOWER		1000-1830 M-F	CSM3	K-1132	JACKSON L.
51	17 TOWER	RLF - 3 - 6 - 12	0700-1530 W-F		K-1132A	SCHECKEL J.
	ARMITAGE TOWER		1600-2400 Sa-Su	CSM3	K-1100	
52	MIDWAY TOWER		0600-1430 M-F	CSM3	K-1133	MURPHY C.
53	MIDWAY TOWER		1000-1830 M-F	CSM3	K-1133	CAUSEY G.
54	MIDWAY TOWER	RLF - 3 - 12	0700-1530 M-F	CSM3		MUNOZ A.
55	18 TOWER		0600-1430 M-F	CSM3	K-1130	SCOTT S.
56	18 TOWER		1000-1830 M-F	CSM3	K-1130	LAYHE,M
57	18 TOWER	2 - 6 - 8 - 12	0700-1530 M-W			JUAREZ J.
	ARMITAGE TOWER		0800-1630 Sa-Su	CSM3	K-1102	
58	18 TOWER	2 - 6 - 8 - 12	0700-1530 W-F			MININNI R.
	ARMITAGE TOWER		1600-2400 Sa-Su	CSM3	K-1100	
59	HARLEM/LAKE	2	0700-1530 M-F	CSM3	K-1131	DEVENUTO J.
60	HARLEM/LAKE		1000-1830 M-F	CSM3	K-1131	RAMIREZ,D.
61	HARLEM/LAKE	RLF 3 - 6 - 12	0700-1530 M-F			HARRIS W.

SIGNAL CONST. GANG

FOREMAN: P. CHAVEZ

No.	TRICK	Spec. Terms	HOURS/DAYS	ALT OT	CALL NO.	ASSIGNED MAINTAINER
62	OLD CLIFTON	6 - 10 - 12	0700-1530 M-F	N	K-426	DELLAS G.
63	OLD CLIFTON	6 - 10 - 11 - 12	0700-1530 M-F	LSWL	K-426	LAWRENCE J.
64	OLD CLIFTON	6 - 10 - 11 - 12	0700-1530 M-F	WNW	K-426	SLIWA D.
65	OLD CLIFTON	6 - 10 - 12	0700-1530 M-F	SS	K-426	VARGAS A.
66	OLD CLIFTON	6 - 10 - 11 - 12	0700-1530 M-F	SS	K-426	STATEN,H
67	OLD CLIFTON	6 - 10 - 11 - 12	0700-1530 M-F	SS	K-426	GAINES D.

CARBORNE SHOPS

A.M. FOREMAN: R. HERNANDEZ

K-433

P.M. FOREMAN: C. KAUZLARICH

K-427

No.	TRICK	Spec. Terms	HOURS/DAYS	ALT OT	CALL NO.	ASSIGNED MAINTAINER
68	ROSEMONT SHOP	1	0600-1430 M-F	WNW	N.A.	JANKOWSKI P.
69	ROSEMONT SHOP	1	1500-2300 Su-Th	WNW	N.A.	BOYNE C.
70	CONGRESS SHOP	1	0600-1430 M-F	WNW	N.A.	DALEY P.
71	CONGRESS SHOP	RLF 1 - 5 - 12	0700-1530 M-F	N	N.A.	GONZALES R.
72	HARLEM SHOP	1	0630-1500 M-F	LSWL	N.A.	WEST,S.
73	HOWARD SHOP	1	0700-1530 M-F	N	N.A.	WILLIAMS R.
74	HOWARD SHOP	RLF 1 - 5 - 12	0700-1530 M-F	N	N.A.	GONZALES D.
75	HOWARD SHOP	1	0001-0800 M-F	SS	N.A.	WINKFIELD S.
76	HOWARD SHOP	1	1500-2300 Su-Th	N	N.A.	ASIDAO E.
77	KIMBALL SHOP	1	0600-1430 M-F	LSWL	N.A.	SAUNDERS J.
78	MIDWAY SHOP	1	0600-1430 M-F	SS	N.A.	DONEGAN T.
79	HARLEM SHOP	1	0001-0800 M-F	SS	N.A.	MATEJOVSKY G.
80	HARLEM SHOP	RLF 1 - 5 - 12	0630-1500 M-F	LSWL	N.A.	SANFILIPPO,G.
81	ROSEMONT SHOP	RLF 1 - 5 - 12	0600-1430 M-F	WNW	N.A.	BUNETTO T.

MAINTAINER	CLOCK	SE	TIME/DATE 3/29/2006	MAINTAINER	CLOCK	SE	TIME/DATE 3/30/2006
JANKOWSKI P.	7(1)(b)	1	0710	JUAREZ J.	7(1)(b)	42	0710
ARSENEAU W.		2	0720	MININNI R.		43	0720
ROGERS W.		3	0730	PETSCHULT P.		44	0730
LASCO G.		4	0740	COSTELLO S.		45	0740
KNIGHT D.		5	0750	JACKSON L.		46	0750
WILLIAMS S.		6	0800	AYERS P.		47	0800
BUNNETTO T.		7	0810	CAUSEY G.		48	0810
VARGAS A.		8	0820	RAILEY J.		49	0820
MATEJOVSKY G.		9	0830	HERNANDEZ D.		50	0830
DONEGAN T.		10	0840	ASIDAO E.		51	0840
NARVAEZ L.		11	0850	RAMIREZ D.		52	0850
CARROLL R.		12	0900	NAVARRO J.		53	0900
SALAZAR F.		13	0910	CHAU S.		54	0910
GARCIA R.		14	0920	WILKERSON R.		55	0920
GONZALES D.		15	0930	DANECK S.		56	0930
ANDERSON A.		16	0940	CRUZ A.		57	0940
MALONE C.		17	0950	BOYNE C.		58	0950
SAUNDERS J.		18	1000	SLIWA D.		59	1000
CARABA R.		19	1010	SCHECKEL J.		60	1010
PITCHFORD C.		20	1020	REIMMA J.		61	1020
WYCH P.		21	1030	SCONYERS R.		62	1030
DELLAS G.		22	1040	COACHMAN C.		63	1040
MILLIAMS R.		23	1050	NORUM J.		64	1050
GAINES D.		24	1100	SANDOVAL A.		65	1100
DAVIS D.		25	1110	HARRIS W.		66	1110
MARZULLO R.		26	1120	McCORD D.		67	1120
MURPHY C.		27	1130	WINKFIELD S.		68	1130
COOPER R.		28	1300	GIL ELIOS		69	1300
COLEMAN		29	1310	DALEY P.		70	1310
DEVENUTO J.		30	1320	MUNOZ A.		71	1320
PARENTEAU J.		31	1330	LAWRENCE J.		72	1330
SONZALEZ R.		32	1340	MARTELLO M.		73	1340
RIGONI P.		33	1350	WEST S.		74	1350
WRIGHT J.		34	1400	HARASIM L.		75	1400
JUDGINS J.		35	1410	HUGHES A.		76	1410
MYRD J.		36	1420	STATEN H.		77	1420
ROSS M.		37	1430	CASTRO W.		78	1430
SCOTT S.		38	1440	SANFILIPPO G.		79	1440
ERA J.		39	1450	SOTO D.		80	1450
RAVE S.		40	1500	LAYHE M.		81	1500
HARASIM D.		41	1510				

BUMPING RIGHTS

NARVAEZ L.
CARABA R.
WILLIAMS S.
ROGERS W.

MININNI R.
AYERS P.
COACHMAN C.
SCOTT S.

WEST S.
HARASIM L.
SANFILIPPO G.
SOTO D.

LAYHE M.
WRIGHT J

SIGNAL FOREMEN PROMOTIONS

All Signal Foremen will each have at least two "Relief Foremen" selected by seniority from all interested qualified maintainers in their sections. These relief foremen will fill in for that specific foreman, when they are off for any reason, but this does not mean they are guaranteed any foreman's job when it becomes available fulltime. When a foreman's job becomes available full-time it will be offered to all full time foremen first based on seniority and then all qualified signal maintainers will be surveyed and a replacement will be selected based on qualifications and seniority, department wide.

March 6, 2000

Signal Maintenance Overtime

The overtime work performed by Signal Maintainers may be classified as either scheduled or emergency. Scheduled overtime is to be distributed to the Maintainers by the foremen. Emergency overtime is to be distributed to Maintainers by foreman or Signal Department management. Regardless all overtime is to be distributed as equally as possible on the basis of the Maintainers primary or secondary overtime section designation as is specified on the Maintainers Pick. These designations are:

Primary Overtime

- 1.) West North West Section
- 2.) North Section
- 3.) South Section
- 4.) Lake SW Loop Section
- 5.) Signal Construction Gang
- 6.) Carborne Shops

Secondary Overtime

- 1.) WNW
- 2.) N
- 3.) SS
- 4.) LSWL
- 5.) CSM1
- 6.) CSM2
- 7.) CSM3

All jobs on the pick sheet have both of these designations assigned for each picked Maintainer's job. The primary overtime is the section in which the picked job is located and the overtime in that section is, normally distributed by the foreman of that section. The secondary overtime section is, also, designated on the pick sheet and will be distributed by the foreman of the secondary overtime section. A Maintainer in any one of the four Wayside sections will be assigned to one of three Carborne sections for their

secondary overtime and any Maintainer in the Carborne Shops or in the Signal Construction Gang will be assigned to one of the four wayside sections for their secondary overtime. This is done to try to assure that the Wayside Section overtime is divided by an equal number of maintainers, if possible. In addition, to the two classifications of overtime (scheduled and emergency), the rules or methods for distributing overtime varies between the Wayside Sections, the Carborne Shops, and the Signal Construction Gang. Regardless of the rules for distribution all overtime hours accrued, both actual working hours, and overtime bonus, will be recorded on an "overtime list" by the foreman for the purpose of equalizing the distribution of scheduled overtime within the sections. For this reason, each method and classification will be described separately beginning with emergency overtime.

Emergency Overtime

~~Emergency overtime may consist of either call outs or maintainers being asked to stay after their normal quitting time. Some emergency overtime such as, but not limited to, weather disasters, flooding, major equipment damage, or power distribution problems may be scheduled before hand, but will still be considered emergency overtime.~~

N.A. See
9/23/02
agreement

Emergency overtime whenever possible will be distributed only to the maintainers assigned to that section in either the primary or secondary designations. Only when that is not possible, or in extreme emergencies management is allowed to, go outside of those section designations to assign the overtime. The emergency overtime may be given out to either the Maintainer, in who's job territory the overtime work is being done or to any maintainer in the overtime section who may have special expertise or knowledge of the overtime work being done without regard to the maintainers standing on the overtime list at the time. In extreme emergencies where the manpower limitations for maintainers have been reached, maintainers from outside the section in question or Signal Helpers may be asked to work emergency overtime.

Scheduled Wayside Section Overtime

Whenever non-emergency work is scheduled ahead of time to perform either Signal Maintenance, repairs, upgrading to the Wayside Signal System, or support for other departments, it will be distributed by the section foreman and be assigned based on the maintainers standing on the section primary and secondary overtime assignment "overtime list", with the maintainer with the lowest number of accrued overtime hours being given first choice. When a maintainer elects to work a job takes a "charge" (refuses to work the job), the total amount of estimated hours paid, both actual working hours and bonus, will be added to their total on the overtime list for the purpose of determining, their standing on the list for future scheduled overtime. When the overtime work has been completed the foreman will check the actual hours paid against the estimated hours and make any corrections if necessary. When several scheduled jobs are being planned during a maintainers work week and or "weekend" (scheduled days off), and if the maintainer would still be low on the overtime list after the estimated hours are added to that list, he may be asked to work a total of two non-consecutive days during his work week in addition to one day on their "weekend". They will not be asked to work

nor will they be "charged" for any additional scheduled overtime during that period. If after the maintainer has either worked or been charged for their choice of overtime work during the week, they are no longer low on the overtime list, then they will not be asked again until they are low. A maintainer who has a choice of jobs during the week, but elects to not work takes a "charge". This means that the total amount of hours equal to the lowest paying job they were offered will be added to their overtime list total. If the maintainer took a charge for weekend work, they will be charged the lowest total hours of any single job they were offered for that weekend. Because all jobs are not always posted at the same time, it may not be possible to offer all jobs to the lowest maintainer. If a maintainer has already accepted a job, the foreman reserves the option, based on an updated estimation of accrued hours of offering a late posted job to the next lowest maintainer on the list. If a maintainer takes time off for vacation, Random Vacation Day, or a holiday, they will not be charged for overtime on that day, nor will they be charged for any weekend work which directly precedes or follows that time off. Some scheduled overtime work, such as, but not limited to, major interlocking work, work on micro-processors, or installation of certain new equipment may require special knowledge and experience and because of this the foreman may at times require a least one specific territory maintainer for this specific job. In this special case the section overtime list will not need to be followed. Scheduled over time will be announced no later than Thursday noon, per article 3.4 of the contract, if the Maintainer has Saturday and Sunday for his regular scheduled days off. If the Maintainer has other scheduled days off, the overtime will be announced no later than noon two days prior to their first scheduled day off. If the Maintainer refuses overtime announced after this time he will not be "charged for the refusal.

Scheduled Carborne Shop Overtime

When overtime is scheduled in a Carborne Shop, it will always require two Maintainers due to the nature of testing the Carborne equipment. The first job will always be offered to the lowest Carborne Maintainer on the overtime list system wide, this is done because only Carborne Maintainers have access to the shops Vehicle Maintenance Computer system. The second job will go to the lowest Maintainer in either the primary or secondary overtime section assigned to that shop. Other than the above mentioned, all other rules concerning overtime and charges which apply to Wayside Overtime will also apply to Carborne Overtime.

Signal Construction Gang Overtime

The Signal Construction Gang may perform overtime work in all sections on ongoing projects being done by them. If this overtime work requires more than four Maintainers, the first four will be from the gang and the rest will be from the primary or secondary overtime sections from that section provided the section maintainers are lower on the overtime list than the Gang Maintainers. Also at times, section overtime may require special equipment, such as a bucket truck, so at that time one or more Construction Gang Maintainers may be needed regardless of overtime list standing within the section. Due to the nature of some work performed by the Construction Gang, the rules limiting

weekly or weekend work being done by the Construction Gang do not apply. All other rules concerning Wayside Section Overtime will also apply to the Signal Construction Gang.

Monthly Department Overtime List

At the end of each month, all Signal foremen submit their section overtime lists to the P.M. Signal Foreman, who produces a department wide Monthly Overtime Sheet and distributes copies to all Signal Maintainers and Foremen. When a helper becomes a journeyman, this list is used to compute a system wide average for that month. This becomes the starting hours for the new maintainer on the overtime list. Also when a maintainer leaves the list to become a foreman or a specialist, an average for month is computed and where that maintainers standing falls above or below the average is recorded. If that person later elects to return to the maintainers list, that figure is then added to or subtracted from the new average so that a person returns to the list equal to where they left it in relation to the system wide average.

Relay Testers

Relay testers overtime will be distributed to the Maintainers who pick those jobs only. This is due to the extensive training and procedures involved in the relay testing program.

March 6, 2000

No. 7: Electrical Signal Maintainer Specialist &
Signal

AGREEMENT

THIS AGREEMENT, made this 21st day of December, 1990, by and between the CHICAGO TRANSIT AUTHORITY (hereinafter, the Authority) and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union No. 9 (hereinafter, the Union),

WITNESSES:

WHEREAS, by Agreement dated February 22, 1989, the Authority and the Union agreed that the differential between the rate of the Electrical Signal Maintainer Specialists who report to the Signal Relay Room Foreman and the rate of the Signal Relay Room Foreman should equal the differential between the rate of other journeyman positions and the rate of the foreman to whom they report; and

WHEREAS, the Interest Arbitration Award dated September 26, 1990, provided that certain classifications including Electrical Signal Maintainer Specialist would be increased by \$.476 per hour; and

WHEREAS, the parties wish to maintain the differential established in the February 22, 1989 agreement.

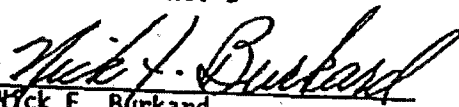
NOW, THEREFORE, the parties agree as follows:

1. Pursuant to the Interest Arbitration Award dated September 26, 1990 and effective that date, the Thereafter rate of the Electrical Signal Maintainer Specialist will be increased \$.476 per hour from \$17.565 to \$18.041.
2. Effective September 26, 1990, the Signal Relay Room Foreman rate will be increased by \$82.16 per month from \$3251.52 to \$3333.68.
3. During the term of the CTA-I.B.E.W. Wage and Working Conditions Agreement effective December 1, 1989, through December 31, 1992, whenever the pay rate of Journeyman is increased, the pay rate of the Signal Relay Room Foreman will be increased by the percentage equivalent that the amount of the Journeyman increase bears to the Journeyman rate.
4. As established in the February 22, 1989 Agreement, the Signal Relay Room Foreman is a working foreman position, and as a result, the Signal Relay Room Foreman is eligible to receive a work clothing allowance and shoe allowance equivalent to that given to hourly-rated employees. The aforesaid allowance will be paid on the employee's anniversary of employment.

5. The terms and conditions of this agreement shall apply without exception only to the present matter involving the Signal Relay Room Foreman and the parties hereto. The Authority and the Union specifically agree that this agreement and its terms and conditions shall not in any way or manner be used as a precedent in future arbitration hearings, negotiations or discussions between the parties, except as may be necessary to enforce the provisions hereof.

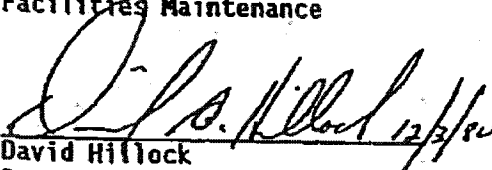
AGREED, this 21st day of December, 1990.

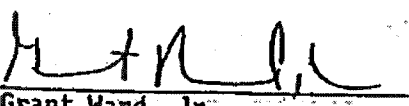
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION NO. 9


Nick F. Burkard
Business Manager

CHICAGO TRANSIT AUTHORITY


Roy Smith
Senior Manager,
Facilities Maintenance


David Hillock
Deputy Executive Director
Maintenance


Grant Ward, Jr.
Manager, Labor Relations


James E. Marshall
Deputy Executive Director
Human Resources



March 8, 2005

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

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

Re: Signal Helper Training Program

Dear Mr. Burkard:

This agreement ("the Agreement") memorializes various understandings that will supplement the Wage and Working Conditions Agreement ("CBA") and various side agreements between the Authority and I.B.E.W., Local 9 ("the Union") concerning a Signal Helper Training Program:

- 1) The Authority and I.B.E.W., Local 9 recognize the need to train and qualify Signal Helpers as Journeymen. Therefore, beginning on November 8, 2004, specialized training began for this purpose.
- 2) The Authority and Union will work together to develop the necessary courses, training, testing and qualification requisites for the program. Currently, the program is estimated to last approximately 18 weeks, consisting of two nine (9) week courses. On-going meetings will be held between the Authority and Union to review and address any concerns regarding the program.
- 3) The Authority and Union agree that as soon as practicable following a Signal Helpers' full-time hire by CTA, a training class program schedule will be developed for Signal Helpers.
- 4) All Signal Helpers must successfully pass all required training as determined by the Authority to qualify as Journeymen. Successful completion of the required training does not guarantee that the employee will automatically be placed into a Journeyman position.
- 5) At the conclusion of the course, employees must have earned a minimum 75% average on written exams and 100% on all practical exams to pass each course in the program. Failure to do so will result in the employee being dropped from the course; the employee must make up the course on his/her own time.

- 6) Signal Helpers will be afforded one paid opportunity to pass the course/program. Signal Helpers will be afforded two unpaid opportunities to pass the course/program on the employee's own time. Should any issues arise concerning an employee's participation in the program, the Authority and Union will meet to discuss these matters in accordance with the terms and conditions of this agreement and the CBA. The course/program is available only to persons employed by the CTA in the position of Signal Helper.
- 7) If an employee is late or unable to attend a training class, the employee will be responsible for following all Authority procedures (i.e., notification to manager, Sedgwick, etc.) including notifying his/her Instructor.
- 8) Should an employee miss a test, the employee will be given the opportunity to take a make-up test on company time only if the employee is off for a valid reason (documented sickness, death in family, etc.). The make-up test will be scheduled by the Instructor.
- 9) If the employee misses 16 hours of unexcused classroom time, the employee will be dropped from the class. (Unexcused time off for an invalid reason includes but is not limited to AWOL, tardy, early departure, miss, etc.).
- 10) Employees who miss 50% of any individual course and/or 25% of the program will be required to repeat the course and/or program on their own time. Employees who fail to complete the program and/or specific courses are ineligible for placement into the Signal Maintainer Journeyman positions and overtime.
- 11) The Union and Authority will review any issues concerning the removal of an employee from the program. However, the final determination will be made by the Authority.
- 12) The employees must follow all Authority rules, orders, regulations and procedures while attending the training class. The Signal Helpers attending the training class will be compensated at their straight time hourly rate in accordance with the CBA. Employees will be paid a maximum of eight (8) hours per day for all training and training-related time.
- 13) Employees who satisfactorily complete the program will receive a certificate of completion. The Authority will also maintain a copy of these records.

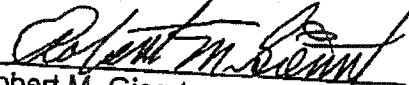
- 14) In accordance with Article 3.4(S) Helpers of the CBA, all full-time permanent employees in the job classification of Signal Helper will be promoted to Journeyman on their fifth anniversary in the job classification, provided they have satisfied the criteria established for promotion for such position. This includes, but is not limited to, work record criteria and satisfactory completion of CTA's training program.
- 15) Signal Helpers employed by CTA as of the date of this Agreement who have passed the training program and meet all requisites, at the discretion of CTA may be placed into Journeyman status prior to five years' experience should an open, available, budgeted position become available.
- 16) With respect to paragraph 15 above, the following seniority order shall be observed for placement into Journeyman positions:
 - a) The initial fourteen Signal Helpers attending the program will be placed into Journeyman positions as follows:
 - (1) Employees hired between January 1, 2000 through December 31, 2002 will be afforded first priority for placement into Journeyman positions in order of their cumulative test scores. (2) Employees hired between January 1, 2003 through the date of this Agreement will be afforded second priority placement into Journeyman positions in order of their cumulative test scores.
 - b) Future employees attending the program will be placed into Journeyman positions based first on their cumulative test scores (highest to lowest) and secondly on bargaining unit seniority.
 - c) Any questions or concerns concerning seniority placement will be reviewed by the Authority and Local 9.
- 17) The employees promoted to Journeyman will be required to remain in their department and section for a minimum of one-year after promotion.
- 18) Instruction time typically will be held on designated weekdays (Monday through Friday), 7 a.m. to 3:30 p.m. at the Local 9 training facility at 1545 S. Circle, Forest Park, Illinois (708 771-5643). CTA facilities may be used for alternate testing and training. As required, hours of classroom, practical training and testing may change as needed.

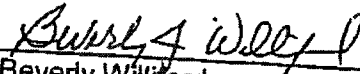
- 19) All instructors for the training programs contained within this agreement who are CTA employees must fill out and have on file an approved CTA Secondary Employment Application.
- 20) The instructors will be paid the prevailing wage for each hour they teach during CTA hours. If a CTA instructor stays after work to tutor, the instructor will be paid the prevailing wage by the Union. The CTA will pay all contractually mandated wages for all instruction given on company time; the Union will make up the difference between the contractual rate of pay and the prevailing wage.
- 21) The Union shall pay prevailing wage to the instructors for training, course development and preparation time. CTA will pay the Union to the extent permitted under its then-current tuition reimbursement program, if any, provided that the Signal Helpers participating in the program/course apply and are approved for tuition reimbursement following successful completion of the program.
- 22) The current agreed upon list of union instructors and Signal Helper students is attached and incorporated herein as Exhibit A. The Authority and Union will confer and must agree concerning instructors for future programs. Should the program be offered exclusively on CTA property and work hours, the Authority's sole discretion concerning instructors (exempt and/or union) will prevail.
- 23) The Union designates officers of Local 9, including but not limited to John Burkard, are designated acceptors of tuition reimbursement checks from CTA. These individuals shall sign a CTA acknowledgement receipt indicating full and final acceptance of any check for individuals who have successfully completed the training programs conducted by Local 9.
- 24) Tuition reimbursement can be utilized for Local 9 classes taught on CTA property if Local 9 is compensating the instructor.
- 25) Local 9 will submit a billing letter and a completion letter to Sylvester Mba, Coordinator, Labor Economics. It is the responsibility of the Union to compensate the instructors as specified in paragraphs 20 and 21 above.
- 26) Worker's Compensation coverage is extended to all employees while attending classes for this training. This coverage is provided regardless of training location: i.e., West Shops, Local #9 Training Center, field locations, CTA training facilities.

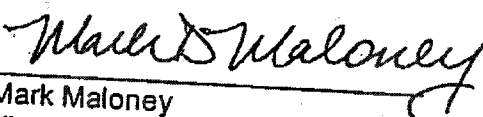
- 27) The union/management committee mentioned above is charged with the responsibility of developing of a recertification program for the skills taught in the Signal Helper program.

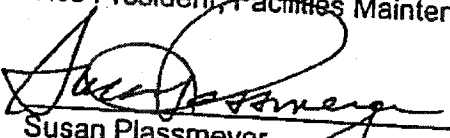
I believe the above accurately reflects the understanding of the parties. Two originals are attached. Please sign both originals; retain one copy for your file and return the other original to me.

Chicago Transit Authority


Robert M. Gierut
Vice President, Employee Relations


Beverly Williford
General Manager,
Power & Way Maintenance

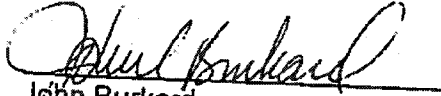

Mark Maloney
Vice President, Facilities Maintenance


Susan Plassmeyer
Executive Vice President,
Construction, Engineering and Facilities Maintenance

RMG/CAPC/kc
Attachments

cc: S. Plassmeyer M. Maloney
B. Williford S. Roberts
R. Jania L. Klemm
E. Buczkiewicz K. Ray
ER Staff KC Corres.
Agreement File Contract File

I.B.E.W. Local 9


John Burkard
I.B.E.W., Local 9



Chicago Transit Authority

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

No. 9: Revenue Equipment Specialist

February 17, 1989

Nick F. Burkard
Business Manager
International Brotherhood of
Electrical Workers
Local Union No. 9
1701 South First Avenue
Suite 203
Maywood, Illinois 60153

Re: Revenue Equipment Specialist

Dear Mr. Burkard:

In order to effectuate Article XIX of the Interim 1986-1989 CTA - I.B.E.W. Wages Working Conditions Agreement, the following actions have been taken:

1. The position of Revenue Equipment Specialist has been established with duties as set forth in the aforementioned Article XIX, including repair and preventive maintenance on modules, subassemblies, printed circuit boards and components associated with revenue equipment as well as all duties associated with the shop and emergency duties elsewhere in the department.

2. As provided for the in aforementioned Article XIX, the pay rate of Revenue Equipment Specialist will be the same as that of an Electrical Signal Maintainer Specialist. As of May 29, 1988, the effective date of the creation of the position, the rate was as follows:

	<u>Biweekly</u>	<u>Hourly</u>
1-12 Months	\$1,307.68	\$16.346
13-24 Months	\$1,312.08	\$16.401
Thereafter	\$1,323.52	\$16.544

As of December 4, 1988, the rate increased as follows:

	<u>Biweekly</u>	<u>Hourly</u>
1-12 Months	\$1,315.76	\$16.447
13-24 Months	\$1,320.16	\$16.502
Thereafter	\$1,331.68	\$16.646

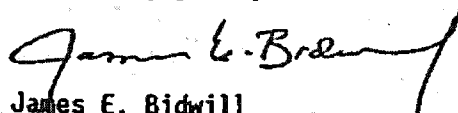
Nick Burkard
February 17, 1989
Page Two

3. A change notice has been prepared to promote Howard Gubernatz, Employee No. 17253, from Lineman to Revenue Equipment Specialist. This promotion is retroactive to May 29, 1988, the date of the creation of the position.

4. As we have agreed, Mr. Gubernatz will not be required to go through the pay progression. His rate will be the "Thereafter" rate cited above (\$16.544 per hour from May 29, 1988 to December 3, 1988, and \$16.646 from December 4, 1988 to the present). Any new employee entering the position will be subject to the pay progression.

5. Mr. Gubernatz will be given retroactive pay to May 29, 1988, representing the difference between the Lineman rate and the Revenue Equipment Specialist rate during the applicable periods.

Very truly yours,



James E. Bidwill
Director, Contract Administration

JEB:ek

cc: W. Buetow
T. Czech
A. Gaughan
B. Jakubowski
E. Kosinski
G. Kurowski
J. Marshall
W. Moore
J. Simonetti
D. Traxler
G. Ward, Jr.

THIS COPY FOR

AGREEMENT

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

WITNESSES:

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

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

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

NOW, THEREFORE:

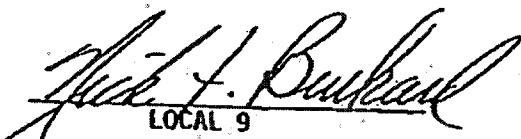
1. The bargaining unit jurisdictions of Local 9 and Local 134 will include the following:
 - A. Maintenance of all turnstiles, agents' equipment, token vending machines, parking lot token dispensing machines, and all low exit gates on the Dan Ryan and Kennedy-O'Hare lines and the 63rd-Ashland station,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

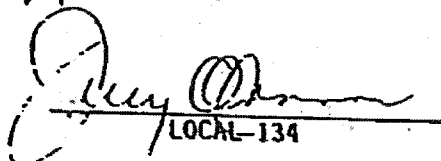
- C. Maintenance and construction performed by the Buildings and Grounds Department, Facilities Maintenance Division, at the Authority's 63rd-Ashland station will be within the bargaining unit jurisdiction of Local 9.
 - D. Maintenance and construction performed by the Buildings and Grounds Department,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

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

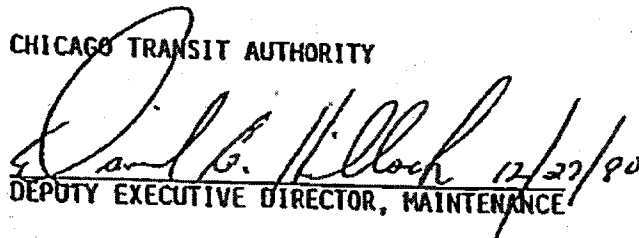
AGREED:

BY: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS


LOCAL 9


LOCAL-134

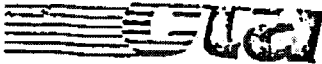
BY: CHICAGO TRANSIT AUTHORITY

 12/27/80
DEPUTY EXECUTIVE DIRECTOR, MAINTENANCE


MANAGER, TREASURY


MANAGER, LABOR RELATIONS

JEB/mrn



TO: Distribution List
FROM: Director, Contract Administration
DATE: January 3, 1991
RE: IBEW LOCALS 9 AND 134 REALIGNMENT AGREEMENT

Attached is a fully executed agreement between the Authority and Locals 9 and 134 of the International Brotherhood of Electrical Workers concerning realignment of bargaining unit jurisdiction between the two I.B.E.W. locals over positions in the Treasury and Buildings and Grounds Department.

Please take the necessary steps to implement this agreement. If you have any questions or comments, please contact me. My extension is 3420.


JAMES E. BIOWILL

JEB/mrn
Attachment

cc: G. Brady	J. Marshall
W. Buetow	A. Murphy-Gaughan
T. Czech	N. Hagel
C. Gaca	J. Simonetti
D. Hillock	R. Smith
J. Lawrie	D. Traxler
R. LeBron	G. Ward, Jr.
D. Leffers	

RECEIVED

JAN 07 1991

DIRECTOR
REVENUE EQUIPMENT



Chicago Transit Authority

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

May 30, 1997

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

Re: Shift Work Meeting Items

Dear Mr. Burkard:

On May 23, 1997, you and Bob Pierson met with Joe Simonetti, Ann Gaughan and me on issues related to the establishment of a second and third shift in the Revenue Equipment Maintenance area. The details of such twenty-four hour coverage is set forth in a separate agreement dated May 30, 1997. This letter may be considered an addendum to that agreement.

Both the CTA and the Union recognize that there will be a period of trial and error in the establishment of twenty-four hour coverage for Revenue Equipment Maintenance personnel. In recognition of this fact, both parties have pledged to cooperate, particularly in the early weeks and months of the coverage. Consequently, agreements set forth below or in the principal agreement may be modified or canceled with the mutual agreement of both parties.

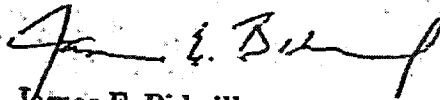
The issues discussed at the May 23rd meeting included the following:

1. The parties agree to discuss the establishment of a procedure for staffing the three shifts, and other related matters.
2. The contemplated start-up of the three shift staffing is expected to be on or about June 1, 1997. At that time, the CTA wishes to have Revenue Equipment Maintenance personnel during rush hour at every CTA location with the new revenue handling equipment. This "turn-on" period is expected to last three to four weeks.

3. The night van will be staffed by two employees, as set forth in Article 3.8(W) of the CTA-Local 9 Wage and Working Conditions Agreement.
4
4. It is contemplated that foreman staffing on the three shifts will be as follows:
 - a) three foremen on the first shift
 - b) two foremen on the second shift
 - c) A foreman will be on call during the third shift and weekends. This duty will rotate among the foremen.

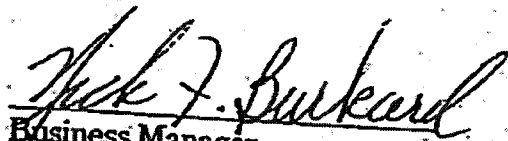
If the above accurately reflects our understandings, please so indicate by signing below.

Very truly yours,



James E. Bidwill
Manager, Contract Administration

Approved:



Nick F. Burkard
Business Manager
Local 9, IBEW

JEB/ab

cc: C. Lang
J. Simonetti
T. Czech
G. Ward, Jr.
A. Gaughan



Date: April 13, 2006

No. 12: Revenue Equipment Mtc.- Rail
Revenue Equipment Maintenance – Rail Operations Operations Pick

Foremen & Linemen,

We will be holding our annual assignment pick for 2006 – 2007 on April 19, 2006 and will go into effect on June 11, 2006. We will also be picking the full week vacations for vacation year 2006-2007. Linemen will pick their assignments by seniority in Revenue equipment Lineman position. Linemen and Foremen will pick their vacation by Department seniority. The details are as follows:

Assignment Pick

When: Wednesday April 19, 2006 from 1200 till finish Where: Room 201, 901 W Division

How: There are 3 ways you can pick.

1. Pick in person: Come in at your designated time and pick. No overtime will be paid to come in and pick. Barring any emergencies, Linemen on duty will be given one hour to come in and pick at their designated time.
2. Pick by phone: Call in at your designated time and pick. Leave your Nextels and Pagers on.
3. Leave Choice slips: Fill out 5 choices according to priority on the Choice Slip and return it by Wednesday, 4/18/2006.

If a Lineman is not available to pick and/or Choice Slip does not match the tricks available a trick will be chosen for with the following considerations

- 1) If your current pick is available, it will be given to you.
- 2) If your current pick is not available, whatever is available on the same line and same shift will be given to you.
- 3) If that also is not available, whatever is available on the same shift in the geographic area will be given to you.

Vacation Pick

Vacation pick will start on Thursday, 4/20/2006. Choice slip must be filled out for the full weeks of vacation and returned by Wednesday, 4/19/2006. The allotment per week for full week vacation is as follows: 2 AM shift, 2 PM shift, 1 Mid Night. If your choice slip does not match with what is available, you will be contacted. You will have a maximum of 24 hours to come up with alternate dates. If you fail to do so, we will continue the pick and you will be allowed to pick from what is available in the end. We expect the Vacation pick to be completed by Friday, 4/21/2006.

You may pick your Floating Holidays(2005-2006) and Random Vacation Days(2006-2007) at this time by Department Seniority. After the pick it will be on first come first served basis. One of the main reasons for a pick is to ensure adequate coverage without overtime. Therefor all RVDs and Floaters must be requested and approved well in advance.

If you have any questions or require additional information, please contact your Foreman. You can also contact me at extension 22058.

Sincerely,

Chakkunny Jacob, Manager.

Cc: Luis Cantu, General Manager, RETM
Diane Traxler, Manager, Contract Administration.
John Burkard, IBEW, Local 9

Revenue Equipment - Rail Operations Lineman Pick 2006 - 2007 Effective: June 11, 2006						
ck	Name	Days Off	Time	Start/End	From	To
th AM 0600 - 1430	Foreman: Luis Matos		Assistant Foreman: Joey Simonetti			
11	Evanston AM	Sat, Sun	0600 - 1430	Davis	Linden + Skokie	Granville
12	Red North AM	Sat, Sun	0600 - 1430	Chicago/State	Thorndale	Fullerton
13	State AM	Sat, Sun	0600 - 1430	Chicago/State	North/Clyborn	Monroe/Adams
14	Ravenswood AM	Sat, Sun	0600 - 1430	Kimball	Kimball	Chicago
15	O'Hare AM	Sat, Sun	0600 - 1430	Jeff. Park	O'Hare	Montrose
16	Kennedy AM	Sat, Sun	0600 - 1430	Jeff. PK/Grand	Irving Park	Grand
17	Dearborn AM	Sat, Sun	0600 - 1430	Grand	Lake/Wells	Morgan
18	North Van AM	Sat, Sun	0600 - 1430	901	As Needed	
th AM 0600 - 1430	Foreman: Arthur Cotey		Assistant Foreman: Joey McClanahan			
9	Ryan North AM	Sat, Sun	0600 - 1430	Roosevelt/Red	Adams/Jackson	Garfield
0	Ryan South AM	Sat, Sun	0600 - 1430	95th	63rd	95th
1	Congress AM	Sat, Sun	0600 - 1430	Forest Park	Racine	Desplaines
2	Midway AM	Sat, Sun	0600 - 1430	Pulaski/Orange	Midway	Roosevelt
3	Upper Loop	Sat, Sun	0600 - 1430	Library	Library/Upper Loop	Adams/Wab+Mart+Clinton
4	Green/Lake AM	Sat, Sun	0600 - 1430	Marion/Lake	Harlem	Ashland/Lake
5	South Green AM	Sat, Sun	0600 - 1430	63rd/Halsted	35th	63rd/Ashland/Cottage Gr
6	Douglas AM (Van)	Sat, Sun	0600 - 1430	901	Polk	54th/Cermak
7	South Van AM	Sat, Sun	0600 - 1430	901	As Needed	
Extra						
8	AM Extra	Mon, Tue	0600 - 1430	As Needed	As Needed	As Needed
9	AM Extra	Tue, Wed	0600 - 1430	As Needed	As Needed	As Needed
0	AM Extra	Wed, Thu	0600 - 1430	As Needed	As Needed	As Needed
1	AM Extra	Thu, Fri	0600 - 1430	As Needed	As Needed	As Needed
h PM 1400 - 2230	Foreman: T. Allen		Assistant Foreman: Ed galvan			
1	Evanston PM	Sat, Sun	1400 - 2230	Davis	Linden + Skokie	Thorndale
2	Red North PM	Sat, Sun	1400 - 2230	Chicago/State	Bryn Mawr	Fullerton
3	State PM	Sat, Sun	1400 - 2230	Chicago/State	North/Clyborn	Lake/Rand
4	O'Hare PM	Sat, Sun	1400 - 2230	Jeff. Park	O'Hare	Logan Square
5	Kennedy PM	Sat, Sun	1400 - 2230	Grand/Jeff Park	California	Rand/Wash
6	Rave PM	Sat, Sun	1400 - 2230	Kimball/Library	Kimball	Mart
7	North PM van	Sat, Sun	1400 - 2230	901	As Needed	
h PM 1400 - 2230	Foreman: M. Leal		Assistant Foreman: Louis Jason Gordon			
1	South State PM	Sat, Sun	1400 - 2230	Roosevelt/Red	Rand/Wash	Roosevelt/Red
2	Dear PM	Sat, Sun	1400 - 2230	Clinton/Grand	Wash/Mad	Morgan
3	Loop PM	Sat, Sun	1400 - 2230	Library	Wash/Wells	State/Lake + Clinton
4	Dan Ryan PM	Sat, Sun	1400 - 2230	95th	Cermak	95th
5	C D L (Van)	Sat, Sun	1400 - 2230	901	Racine/Polk/Ashland	Desplaines/54th/Harlem
6	Midway PM	Sat, Sun	1400 - 2230	Pulaski	Midway	Roosevelt/Orange
7	So Green/PM (Van)	Sat, Sun	1400 - 2230	901	As Needed	
Extra						
1	PM Extra	Sun, Mon	1400 - 2230	As Needed	As Needed	As Needed
2	PM Extra	Mon, Tue	1400 - 2230	As Needed	As Needed	As Needed
3	PM Extra	Tue, Wed	1400 - 2230	As Needed	As Needed	As Needed
4	PM Extra	Tue, Wed	1400 - 2230	As Needed	As Needed	As Needed
5	PM Extra	Wed, Thu	1400 - 2230	As Needed	As Needed	As Needed
6	PM Extra	Thu, Fri	1400 - 2230	As Needed	As Needed	As Needed
7	PM Extra	Thu, Fri	1400 - 2230	As Needed	As Needed	As Needed
Night						
1	Night Van	Tue, Wed	2200 - 0630	901	As Needed	As Needed
2	Night Van	Thu, Fri	2200 - 0630	901	As Needed	As Needed
3	Night Van	Sat, Sun	2200 - 0630	901	As Needed	As Needed



Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 684-7200

No. 13: Reorganization, Power & Way
Maintenance

February 23, 1989

Mr. Nick Burkard
Business Manager
International Brotherhood of
Electrical Workers
Local No. 9
High Point Plaza Office Center
4415 West Harrison Street, Suite 330
Hillside, Illinois 60162

Dear Mr. Burkard:

I apologize for the long delay in completing the rewrite of the Agreement reached on the "Reorganization, Power and Way Maintenance." For your information, I have enclosed copies of the original Agreement dated February 23, 1988 and the clarifications dated September 8, 1988.

As a result of several meetings relative to the reorganization of Power & Way Maintenance, I.B.E.W., Local 9 and the Authority have reached agreement on specific issues pertaining to the qualification procedures for dual-rated foremen, the subsequent dual rating of Local 9, Power Distribution linemen, and transfer of employees between units. It was agreed that the following procedures are to be followed:

1. Seven (7) dual-rated positions for dual-rated foremen (one in each of four (4) zones, one in the construction gang, one in the treasury group, and one in the telephone group) will be opened for bid. The most senior qualified lineman company-wide will be allowed to bid first . . . followed by the second and so on, until all seven (7) positions have been filled. This will be a one-time bid and future open positions will be bid per past practice.
2. If, during the one-time only bidding, one of the senior linemen chooses not to move into one of the open positions, then he will forfeit his right to this position, unless he is a back-up dual and the dual-rated foreman's position becomes open for some reason.
3. Any back-up dual-rated foreman will be a temporary position and should a newer, senior lineman bid into the zone, construction gang, treasury group or telephone group, this new, higher seniority individual will have the right to become the back-up dual-rated foreman which will also be a temporary position.

4. Foremen positions will be classified into three (3) distinct areas: Power (consisting of four (4) zones and the construction gang), Telephone and Treasury. The foreman positions will be filled by employees within the area where the vacancy exists. Vacant foreman positions will be offered to dual-rated foremen, by area as defined, in dual-rate seniority order.

5. A condition of becoming a dual-rated foreman is the acceptance of a foreman's position when a vacancy occurs.

The following procedure will be followed in order to fill a foreman vacancy in the Power area:

a. The four (4) remaining foremen will be offered, in foreman seniority order, the opportunity to fill a vacant position.

b. All dual-rated foremen will be offered "in class" seniority order, the opportunity to fill the vacant position. In the absence of volunteers, the dual-rated foreman in the zone where the vacancy exists will be forced into the position. If he refuses to accept the position, his dual-rating will be rescinded.

6. The one-time only filling of dual-rated foremen may result in an additional vacancy or in overstaffing as a result of an individual being bumped to accommodate this transfer. The bumped individual will have bidding rights according to his seniority when vacancies are filled.

7. In order to correct any previous existing inequities that may have been created concerning opportunities to transfer, a one-time only survey will be conducted of all current employees of Power Distribution (including the construction gang), the Treasury (turnstile) group and the Telephone (Power & Way Maintenance) group to determine whether or not the employees want the future opportunity to transfer from their present group. If the employee chooses to remain in the group, the employee waives the opportunity to transfer and will remain in the group assigned. If the employee chooses to retain the opportunity, the employee will be allowed to transfer when a vacancy occurs if the employee is qualified. When these vacancies occur, all employees that have signed the survey form opting to transfer will be polled by the Local 9 Union Steward.

8. All vacancies will be filled by seniority bidding.

Nick Burkard
February 23, 1989
Page Three

9. Transfers will accommodate the needs of the CTA, e.g., no more than two (2) treasury or telephone personnel will have the option to transfer out within a year, unless CTA agrees to a larger number.

10. Future transfers of individuals between departments and/or areas of specific responsibility can be effectuated when mutually agreed upon by CTA and Local 9.

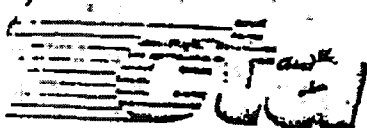
I believe this document accurately represents the procedures agreed upon.

Very truly yours,

Ann Murphy-Gaughan
Ann Murphy-Gaughan
Contract Administration
Representative

AMG:ek

cc: J. Bidwill
D. Hillock
R. Pierson
J. Simonetti
R. Smith
P. Swanson
D. Traxler



Chicago Transit Authority

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

February 23, 1988

Mr. Nick Burkard
Business Manager
Local 9
International Brotherhood of Electrical Workers
1701 S. First Avenue, Suite 203
Maywood, IL 60153

Re: Reorganization, Power & Way Maintenance

Dear Mr. Burkard:

As a result of several meetings relative to the reorganization of Power & Way Maintenance, I.B.E.W., Local 9 and the Authority have reached agreement on specific issues pertaining to the qualification procedures for dual-rated foremen, the subsequent dual rating of Local 9, Power Distribution linemen, and transfer of employees between units. It was agreed that the following procedures are to be followed:

1. Seven (7) dual-rated positions for dual-rated foremen (one in each of four (4) zones, one in the construction gang, one in the treasury group, and one in the telephone group) will be opened for bid. The most senior qualified lineman company wide will be allowed to bid first...followed by the second, and so on, until all seven (7) positions have been filled. This will be a one-time bid and future open positions will be bid per past practice.
2. If, during the one-time only bidding, one of the senior linemen chooses not to move into one of the open positions, then he will forfeit his right to this position, unless he is a back-up dual and the dual-rated foreman's position becomes open for some reason.
3. Any back-up dual-rated foreman will be a temporary position and should a newer, senior lineman bid into the zone, construction gang, treasury group or telephone group, this new, higher seniority individual will have the right to become the back-up dual-rated foreman which will also be a temporary position.
4. Foremen positions will be classified into three distinct areas of responsibility, Power, Telephone and Treasury, and the foremen positions will be filled from employees within these areas. When a foreman position becomes vacant, the dual-rated foreman with the most seniority "in class" will be given the first choice.

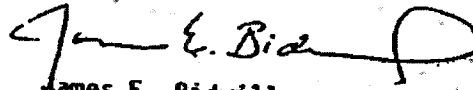
Mr. Nick Burkard
Re: Reorganization, Power & Way Maintenance
February 23, 1988
Page 2

5. Once this one-time only method of establishing dual-rated foremen is complete, then any filling of future dual-rated foremen positions will be kept in the zone, construction gang, treasury group or telephone group respectively. These positions will be filled by the most senior-qualified lineman. This will also apply should the incumbent dual-rated foreman become undual-rated due to his not being able to perform at a foreman's level or should he opt to remove himself for personal reasons.
6. The one-time only filling of dual-rated foremen may result in an additional vacancy or in overstaffing as a result of an individual being bumped to accommodate this transfer. The bumped individual will have bidding rights according to his seniority when vacancies are filled.
7. In order to correct any previous existing inequities that may have been created concerning opportunities to transfer, a one-time only survey will be conducted of all current employees of Power Distribution (including the construction gang), the Treasury (turnstile) group and the Telephone (Power & Way Maintenance) group to determine whether or not the employees want the future opportunity to transfer from their present group. If the employee chooses to remain in the group, the employee waives the opportunity to transfer and will remain in the group assigned. If the employee chooses to retain the opportunity, the employee will be allowed to transfer when a vacancy occurs if the employee is qualified. When these vacancies occur, all employees that have signed the survey form opting to transfer will be polled by the Local 9 Union Steward.
8. All vacancies will be filled by seniority bidding.
9. Transfers will accommodate the needs of the CTA, e.g., no more than two (2) treasury or telephone personnel will have the option to transfer out within a year, unless CTA agrees to a larger number.
10. Future transfers of individuals between departments and/or areas of specific responsibility can be effectuated when mutually agreed upon by CTA and Local 9.

Mr. Nick Burkard
Re: Reorganization, Power & Way Maintenance
February 23, 1988
Page 3

The Authority believes this document accurately represents the procedures agreed upon. It is requested that Local 9 review the above, and if you concur, please sign both originals enclosed. Return one original to my attention and retain the other original for your files.

Very truly yours,



James E. Bidwill
Director,
Contract Administration

I.B.E.W., Local 9



Nick Burkard
Business Manager

JEB/DT:dt

cc: A. Gaughan
D. Hillock
J. Marshall
R. Pierson
J. Simonetti
R. Smith
P. Swanson
D. Traxler



Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 464-7200

Ann-
Looks O.K.
to me.

Roy

9-19-88

September 8, 1988

Mr. Nick F. Burkard
Business Manager
International Brotherhood of
Electrical Workers
Local No. 9
1701 South First Avenue, Suite 203
Maywood, Illinois 60153

Dear Mr. Burkard:

At the meeting held on Friday, August 19, 1988, clarifications, as detailed below, were made to the February 23, 1988 Agreement (copy attached) concerning the selection of dual-rated foremen.

Point 4 will be rewritten as follows:

Foremen positions will be classified into three (3) distinct areas: Power (consisting of four (4) zones and the construction gang), Telephone and Treasury. The foreman positions will be filled by employees within the area where the vacancy exists. Vacant foreman positions will be offered to dual-rated foremen, by area as defined, in dual-rate seniority order.

Point 5 will be rewritten to include the following paragraphs and subsections:

A condition of becoming a dual-rated foreman is the acceptance of a foreman's position when a vacancy occurs.

The following procedure will be followed in order to fill a foreman vacancy in the Power area:

- a. The four (4) remaining foremen will be offered, in foreman seniority order, the opportunity to fill a vacant position.
- b. All dual-rated foremen will be offered, "in class" seniority order, the opportunity to fill the vacant position. In the absence of volunteers, the dual-rated foreman in the zone where the vacancy exists will be forced into the position. If he refuses to accept the position, his dual-rating will be rescinded.

I believe the above-detailed language accurately represents the modifications and clarifications agreed to at the August 19, 1988 meeting.

Mr. Nick Burkard
Page Two
September 8, 1988

If you concur, please advise, and I will incorporate this language
into the agreement dated February 23, 1988.

Very truly yours,

Ann Murphy-Gaughan

AMG:ek
Attaach.
cc: J. Bidwill
R. Pierson
R. Smith



Chicago Transit Authority

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

August 3, 1992

No. 14: Foreman Positions, Construction Gang
and Helpers Temporarily Dual Rated as
Journeymen - Letter

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

Dear Mr. Burkard:

As a result of meetings held May 15, 1992, May 29, 1992, and July 14, 1992 in the Labor Relations Department Conference Room, I.B.E.W., Local 9 and the Authority agreed to certain issues relative to the Power Distribution Department as described below.

1. Foreman Positions

The parties agreed that foremen positions in the Power Distribution Department will be filled as follows:

An open foreman position will be filled by the dual-rated foreman from within the particular gang. If he refuses, the backup dual-rated foreman, from within the gang, will be offered the foreman position. If he refuses, the foreman position will be filled by the most senior lineman who is qualified in the gang. The selected foreman will not be bumped by a more senior transferee into the group.

An open dual-rated foreman position will be filled by the most senior lineman who is qualified from within the particular gang. The selected dual-rated foreman will not be bumped by a more senior transferee into the group.

The backup dual-rated position is a temporary position and will be filled by the next most senior lineman who is qualified from within the particular gang. Should a more senior lineman bid into the gang, this more senior lineman will have the right to become the backup dual-rated foreman, but not the dual-rated foreman.

2. Construction Gang

There was a lengthy discussion relative to the elimination of the construction gang. Subsequent to the May 15, 1992 meeting, Management decided to retain the construction gang. You were advised of this decision by Mr. Chris Fugger and as a result, the proposed manpower changes discussed at the May 15, 1992 meeting will not be effectuated.

Mr. Nick Burkard
Page Two
August 3, 1992

It was agreed that the current existing foreman vacancy in the construction gang would be filled by the most senior dual-rated foreman systemwide. This is a one-time exception to the method outlined in point 1 of this correspondence. Future foreman vacancies will be filled as outlined in point 1.

All linemen in Power Distribution currently dual-rated as foreman will be afforded the opportunity to pick their respective gang. This is a one-time only opportunity. Future dual-rated foreman vacancies will be filled by the most senior qualified lineman in the gang where the vacancy exists.

Any remaining dual-rated foreman positions will be offered to all linemen in Power Distribution in system seniority order.

The agreement reached on May 15, 1992 relative to the helper work assignment schedule is as follows:

If a senior lineman helper is unable to become a journeyman when the opportunity presents itself, because of probation or discipline, he will default back to light maintenance as a helper, retaining his seniority. When the probation period expires, and a lineman position is available, the most senior qualified lineman helper will be promoted to that lineman position. This will allow other lineman helpers to receive the appropriate training within the various gangs.

3. Helpers Temporarily Dual Rated as Journeymen

The current training progression for helpers in Power Distribution is as follows: Light Maintenance, Third Rail, Cable Maintenance, General Maintenance and Construction. In conjunction with the staffing of existing vacancies, the helper's training progression will be changed to the following: Light Maintenance, General Maintenance, Third Rail and Cable Maintenance. At this time, there will not be any helpers assigned to the Construction Group.

There was some discussion regarding how the agreement reached at this meeting would, if at all, impact on how dual-rated helpers had been utilized in the recent past. Specifically mentioned was Mr. Denis Dobbyn.

This issue was resolved on May 29th, by an agreement that all four present full-time permanent helpers dual-rated as linemen and paid through the capital program would be immediately promoted to full-time permanent linemen. When the capital projects end, the four least senior helpers employed at that time will be laid off, assuming that they cannot otherwise be absorbed.

4. Transfer

After extensive discussion, the parties reached the following agreement on June 14th:

- (1) It is agreed that Local 9-represented employees (other than Signal Maintainers) are assigned into one of three separate, distinct areas within the Authority:
 - a. Revenue Equipment (Finance)
 - b. Telephone
 - c. Power Distribution
- (2) Employees, other than foremen, hired on or after February 13, 1989, remain subject to the following provision previously agreed to: such employees are assigned to a particular area upon hire and are ineligible to transfer to another.
- (3) Employees, other than foremen, in all three areas hired prior to February 13, 1989, will be given one final opportunity after June 14, 1992 to transfer from the area they are in to either the Telephone or Power Distribution Area.
- (4) No employees will be allowed to transfer into the Revenue Equipment Area, that option having been previously exhausted by all employees.
- (5) To be allowed to transfer to the Telephone Area, an employee must have successfully completed the telephone school as developed by the parties. It is understood that this schooling shall be on the employee's own time, without compensation by the Authority. In the event that the employee has not had an opportunity after June 14, 1992, to attend the requisite school, the employee must agree to successfully complete the school at the time it is offered, and failure to successfully complete the school will result in the employee's retransfer to his or her former area. If, after June 14, 1992, the employee has not accepted the first opportunity available to attend the telephone school, he or she will thereafter be precluded from transferring to the Telephone Area. The parties will identify those employees who, as of July 14, 1992, have successfully completed the telephone school.
- (6) Permanent foremen are excluded from the employees eligible to transfer at the time a transfer opportunity exists. If a foreman should return to a lineman position, that employee would not be precluded from transferring as a lineman.

- (7) The number of transfers from the Revenue Equipment Department is limited to four in any calendar year. The number of transfers from Telephone is limited to two per calendar year. The calendar year is January 1st to December 31st of a particular year.
- (8) If an employee transfers to another area, he is precluded from retransferring to the area from which he transferred.
- (9) Each employee polled at the time of a transfer opportunity will be required to sign a form detailing his options and agreeing that he acknowledges that a refusal to transfer at that time to another area precludes him from any future transfer to that area. Copies of this form will be given the employee, Union and area management, and the original will be filed in the employee's permanent record.
- (10) Notwithstanding the foregoing, four employees who were forced to Revenue Equipment without their application or consent will retain the right at the time of any future transfer opportunity to transfer to Power Distribution or Telephone (provided they have successfully completed the telephone school), if they are not foremen at the time of the transfer opportunity and if their seniority so allows. The four employees are:

Richard Murphy
Employee No. 7(1)(b)

Dale Carter
Employee No. 7(1)(b)

Anthony Dicristifano
Employee No. 7(1)(b)

Thomas Soich
Employee No. 7(1)(b)

5. Miscellaneous

Darrell Placko, Senior Classification and Compensation Analyst joined the meeting on May 15, 1992. After a very brief review of the changes made to the Electrical Maintainer Specialist Job Opportunity Bulletin, Mr. Pierson said he would review the document with his steward and contact CTA with approval or otherwise. (On May 21, 1992, I spoke with Mr. Pierson who advised me that the Union had approved the change in language. I advised Darrell Placko and Roy Stonecipher.)

Nick Burkard
Page Five
August 3, 1992

As to the issue of the transfer of emergency Cadweld Bonding duties from Power Linemen to Signal Maintainers, the parties agreed to drop discussion at this time, although it may be resurrected at some later time.

The Authority believes this document accurately represents the procedures agreed upon. It is requested that Local 9 review the above, and if you concur, please sign both originals enclosed. Return one original to my attention and retain the other original for your files.

Very truly yours,

Ann Murphy-Gaughan

Ann Murphy-Gaughan
Superintendent, Contract Processes

AMG/lis

IBEW, Local 9

Nick Burkard

Nick Burkard
Business Manager

cc: J. Bidwill
C. Fugger
C. Gaca
J. Johnson
R. Pierson
R. Stonecipher
~~H. Watson~~
G. Ward, Jr.

SOLE AGREEMENT NO. 15

This Sole Agreement number fifteen (15) is reserved for future materials and is not applicable for the Agreement in force during the period of January 1, 2007 to December 31, 2011.



LOCAL UNION - No. 9
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO

4415 W. HARRISON ST
SUITE 330
HILLSIDE, IL 60162-19C
(708) 449-9000
FAX (708) 449-9001

No. 16: Rules Regarding Overtime

December 15, 1993

Mr. Chris Fugger
Manager of Power Distribution
Chicago Transit Authority
3930 W. Maypole
Chicago, IL 60634

Dear Mr. Fugger,

Your meeting with the stewards of Power and Way to clarify the rules regarding overtime was followed up with a meeting of the stewards, Bob Pierson and myself.

We agreed that the rules resulting from your meeting with the stewards are acceptable to us too and are as follows:

Polling for overtime will remain the same.

Lineman will not be charged if not available and overtime does not get down to him. This means that if you were not available that weekend and your time to work didn't get to you, you would not be charged.

Priority for overtime will continue to go to those who passed the test that pertained to that overtime.

All overtime does not go to those that passed the test if the overtime does not pertain to the test. This means if the job is removing lighting, chair work, cleaning of manholes etc. the positions will be filled by the next up in the hours category.

If polled by foreman and you respond that you are available to work the weekend and on Friday you tell him that you can't work, you will be charged double the hours the job is worked. This is to deter anyone from being able to pick his job/people he wants to work with.

Any lineman off injured will be charged for overtime according to their seniority in hours. This means that if you're off and it is your time up to work that job, you will be charged. This way you won't automatically be the low person in the gang when you come back to work.

If you are on vacation there is no charge to you in the hours of overtime.

When you pick in a new gang your hours will be averaged between the highest man and the lowest man so it will be fair to the people who were in that gang.

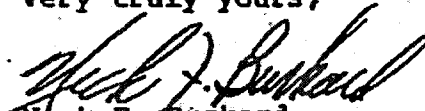
If a course can not be developed and scheduled within a maximum of one month from the date of the last testout, the testout will not be given.

The foreman will give the stewards the current overtime hours on Monday. If you want to see your hours, the steward will show you, If the steward is off, the foreman will show you.

A copy of these rules are being distributed to the stewards involved.

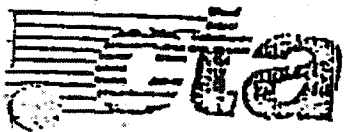
If you have a question, please contact Bob Pierson or myself.

Very truly yours,


Nick F. Burkard
Business Manager
Local 9, IBEW

NFB/db

cc:
J. Burkard
D. Carduff
S. Harper
K. Mercado
J.R. Nolan



Chicago Transit Authority

3903 W. Maypole Avenue
Chicago, Illinois 60624
(312) 722-6700

No. 17: Using Linemen from Other Gangs for Overtime Work

July 19, 1994

Mr. Nick Burkard
Business Manager
International Brotherhood
Electrical Workers
Local Union #9
4415 West Harrison Street, #330
Hillside, IL 60152

Dear Mr. Burkard:

A few months ago an issue arose using linemen from other gangs for overtime work and if they should be charged. The foreman of the gang would have had to use all of the linemen in his gang before going to other gangs.

I spoke to Mr. Pierson on this issue and in turn he spoke to you. Through mutual agreement, it was decided that the following paragraphs should be added to the attached document dated December 15, 1993. This would avoid any problems in the future.

When a foreman is unable to get enough personnel for overtime work from his gang, he will utilize personnel from another gang. Personnel will be chosen, who have the least amount of overtime according to the gang's overtime list and charged accordingly, as described in this document. The foremen will coordinate this process.

A person called to work overtime in another gang must perform the work to the best of his ability. If anyone refuses to do as he/she is directed by the person in charge, he/she will be sent home.

I apologize for the delay and thank you for your cooperation in this matter.

Respectfully yours,

Chris Fugger, Manager
Power Distribution

cc. J.K. Johnson
J. Bidwill



Chicago Transit Authority

3900 W. Maypole Avenue
Chicago, Illinois 60624
(312) 722-6700

No. 18: Power & Way Construction Gang Work
Greater than One Day
Grievance No. 902-95

March 27, 1995

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

Re: Grievance No. 902-95
Various Employees
CTA Telephone Maintenance
West Shops

Dear Mr. Burkard:

Please refer to grievance submitted as referenced above.

It is our understanding that this issue was settled verbally between Robert Pierson, Local 9 and J. K. Johnson, CTA, whereby any telephone cable job greater than one (1) day in duration is to be performed by the Power Cable Gang.

Therefore, this grievance is denied in its entirety.

Sincerely,

D.S. Cargill 3-27-95

David S. Cargill
General Manager
System Maintenance Support

DSC:es

cc: R. LeBron
G. Ward

bcc: Vice President, Construction and Maintenance
Manager, Communications and Grounds Maintenance
File
Record



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

No. 19: Power Isolation

January 9, 1997

Robert W. Pierson
Assistant 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: Power Isolation

Dear Bob:

Recently, several questions have surfaced regarding the isolation of power on the CTA's right-of-way. The majority of questions have originated from the Cable Maintenance Group, which is the primary (but not sole) group which isolates power.

To clarify the CTA's position on this issue, we utilize employees to isolate power by applying the following criteria:

If no third rail work/jurisdiction is involved, only cable maintenance employees will be utilized to isolate power.

If no cable work/jurisdiction is involved, only third rail maintenance employees will be utilized to isolate power. This has been done in the past during jobs such as Armitage diamond crossover replacement, the curves at Wilson and Montrose Avenues where only track ties and contact rail were involved, and during various ironworker box girder replacements.

If a combination of cable and third rail work is involved, both groups will be utilized as has been done in the past.

Robert W. Pierson
Re: Power Isolation
Page 2 of 2

Hopefully, the above resolves any issues regarding isolation of power. If you have any questions or comments, please contact me or Frank Machara.

Very truly yours,



James E. Bidwill
Manager, Contract Administration

JEB/ab

cc: F. Machara
G. Ward, Jr.
A. Gaughan
G. Haenisch
JEB Corres.

No. 20: Filling Foreman Position when Foreman
and Backup are not available

Date: August 4, 1997

To: File

From: Ed Buczkiewicz, Senior Power Engineer, *EB*
Power & Way Maintenance

Re: Filling a Local #9 Foreman's Position When Foreman and
Backup Are Not Available.

A foreman, his assistant foreman, and his backup foremen are not allowed to schedule vacations, RVD's, or floating holidays so that all three individuals are off on the same day.

If two of the three positions mentioned above are off on the same day, and the third position is off due to unexpected injury or illness, then CTA management will assign a Local #9 foreman to be acting foreman of the group. The foreman assigned will assign his backup foreman to act as foreman for his regular group. This applies to Area 543 (General Maintenance, Third Rail Maintenance, Cable Maintenance, and Construction) only.

cc: R. Schriks F. Machara

All 543 Foremen and Backup Foremen

BJB/ejb

C:\office\wpwin\wpdocs\union9\foreman.sub

CTA/LOCAL #9
TRAINING AGREEMENT
FOR
TRACTION POWER
ELECTRICAL MAINTENANCE

Original Date: June 23, 1993

Revision 6 Date: January 1, 2009

Note: This revision supersedes all previous versions of this Agreement.

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Section 1

DEFINITIONS

- 1.1 Agreement - A training agreement between the CTA and the International Brotherhood of Electrical Workers Local #9 Union. This agreement provides mutual benefits regarding training and related matters to all parties concerned, including the Authority and its riding public, the Union membership, and the Union. The original agreement was dated June 23, 1993.
- 1.2 Organization - A Chicago Transit Authority organizational division. It is given a unique numerical designation and is used for budgeting and responsibility assignment. At the CTA, organizational hierarchy in place as of January 1, 2009 is as follows:
- | | | |
|---------------|--|-----------------------------------|
| Department: | Power & Way Maintenance | System Maintenance |
| Section: | Substations & Power Maintenance | Electrical/Mechanical Maintenance |
| Organization: | Power Maintenance | Light Maintenance |
| Group: | General Maintenance
Third Rail
Cable
Construction | Light Maintenance |
- 1.3 Bid - A Bid is a Union process utilized to fill a specific job opening(s). A Bid does not require that an individual give up a job position that he or she currently occupies.
- 1.4 Certificate - A document that indicates that an individual successfully completed a course or series of courses.
- 1.5 Classification - For the sake of this agreement, there are two classifications. The two classifications are titled Electrical Maintenance and Traction Power.
- 1.6 CTA Time/Company Time - Monday through Friday 0700-1530 hrs.
- 1.7 Existing Linemen - An individual who was promoted to lineman prior to June 23, 1993.
- 1.8 General Electrical Training - A pre-requisite training program required to be successfully completed by all new hires. Failure results in termination of employment. Pre-June 1994 program (General Electrical Training - Orig.) was 10 weeks long. Present program (General Electrical Training 2006) is approximately 4 weeks long.
- 1.9 Group - A Chicago Transit Authority organizational division. Group is commonly referred to as "Gang" and is supervised by a foreman. See 1.2 for organizational hierarchy.

- 1.10 Helper - A CTA lineman helper position in the electrical field. This position is represented by I.B.E.W. Local #9.
- 1.11 Lineman - A "journeyman" lineman. This position is represented by I.B.E.W. Local #9.
- 1.12 Lineman Promotion - An individual promoted to lineman on or after June 23, 1993.
- 1.13 MTC - CTA Training and Instruction Department - Facility Maintenance Training and Development Section.
- 1.14 Open Enrollment - An opportunity to test out and/or enroll in a course when the course is not required as part of an individuals course package.
- 1.15 Test Out - A preliminary test given to individuals to measure the level of knowledge in a given subject. If an individual passes a test out, he/she will not be required to take the related course.
- 1.16 Training Committee - A standing committee comprised of CTA and I.B.E.W. Local #9 members. This committee meets regularly to see to the successful implementation of the CTA/ Local #9 Training Agreement. It also discusses problems and formulates solutions acceptable to all parties concerned. Any changes to this agreement are mutually agreed to by Local #9 and the CTA. Committee members as of January 18, 2006, are:
- Local #9** - Robert Pierson, John Burkard, Mark Greco, J.R. Nolan.
CTA - Edward Buczkiewicz, Robert Burns, Robert James, Peter Zurawski, and Vince Genna.
- 1.17 Transferee - Any individual changing groups after June 23, 1993.
- 1.18 Transcripts - Individual training record for each Local #9 participant in the CTA/Local #9 Training program. The upkeep of these records is the responsibility of MTC. The information contained in these records is used for Bids to verify qualifications.

Section 2

HELPERS

- 2.1 As of October 30, 1994, Local #9 helpers are split into two classifications. The two classifications are titled Electrical Maintenance and Traction Power for the sake of this agreement.
- 2.2 Any new helper position (people hired after June 1, 1993) is assigned their classification by management after completion of the General Electrical Training Program.
- 2.3 In addition to the 5 year full time employment requirement, all helpers hired before December 1, 2007 must successfully pass or test out of all the required general and special courses in their respective classifications in order to become a lineman (refer to Addendum 1). This requirement is binding to the extent that the courses needed have been developed.
- 2.3.1 In addition to the 5 year full time employment requirement, all helpers hired on or after December 1, 2007 must successfully pass or test out of all the required general and special courses listed in "Course Package M" (refer to Addendum 1) in order to become a lineman. This requirement is binding to the extent that the courses needed have been developed.
- 2.4 A helper can be promoted to lineman in a different classification provided he/she has successfully completed all required courses of that classification in addition to their current classification.
- 2.5 If a person is off from work, for any reason, and misses taking required courses or test outs, he/she will not meet the training requirement in section 2.3. With the successful completion or test out of the required general and special courses, and depending on company need, becoming a lineman in less than five (5) years is possible.
- 2.5.1 If no helper is qualified to fill a position due to lack of required courses, or not meeting discipline criteria, the following shall take place:
 - 2.5.1.1 As soon as the first helper (regardless of seniority) becomes qualified, by completing training requirements and meeting discipline criteria, he/she will be promoted to lineman.
 - 2.5.1.2 This process may take place without a bid.
- 2.6 Helpers will be rotated if manpower allows. Beginning with the two helpers with most

seniority, they will rotate between the groups. The next two senior helpers will make the rotation, and so on. This rotation will repeat itself until each helper is promoted to lineman.

- 2.7 All helpers who fill a lineman position will be required to test out of or complete the remaining required courses for that classification. A lineman promotion will receive courses required by the incumbents of their new group on CTA time.
- 2.8 If a helper, who is promoted to lineman, refuses to take any one course that is offered to him/her three times, or does not make an assertive effort to pass that course, he/she will be returned to helper status and pay immediately. He/she will remain a helper until he/she is current and up to date with all training requirements. All required courses that have been offered must be successfully completed. The same rules apply to any helper promoted to lineman who has three refusals of any combination of courses within a 12 month period, beginning with the first refusal.
 - 2.8.1 An individual who is demoted will be returned to Light Maintenance or Third Rail at the next bid.
 - 2.8.2 If an individual refuses to attend courses three times, that individual may lose all priority status for overtime (except emergency situations as determined by his/her foreman).
- 2.9 Helpers will be allowed to work overtime in their respective classification to meet manpower requirements.
- 2.10 This Agreement requires all helpers to successfully complete or test out of the listed courses. The Grounds and Structure Negative course is required by all helpers regardless of which classification they are in. The test out and course will be on CTA time the first time only.

Section 3

LINEMEN

- 3.1 After the bid system was completed in June 1993, the existing linemen were divided into two classifications, Electrical Maintenance and Traction Power. General Maintenance and Light Maintenance Groups make up the Electrical Maintenance classification. Cable, 3rd Rail, and Construction Groups make up the Traction Power classification.
- 3.2 In order to work overtime, linemen must successfully pass the required overtime courses for the group they are in. This requirement establishes priority selection for overtime, which means foremen will select individuals who have passed the required courses first. Those who have not passed the courses may still work the overtime if the foreman needs additional personnel.
- 3.3 CTA will attempt, without jeopardizing maintenance, to expedite the testing and course availability to equalize the overtime opportunity within the group.
- 3.4 Initially, required courses that are not successfully tested out of will be offered on CTA time to existing linemen, but this first time only. An employee can not refuse to take a course offered on CTA Time. Existing linemen within the group shall have first priority. If unsuccessful, future training will be on his/her own time, after the helpers have been given the opportunity.
- 3.5 Refusal to take a course when offered, or failure to successfully pass or test out of the course, may disqualify an individual for certain overtime related to that course. The CTA shall make this determination.
- 3.6 Linemen can transfer to any group in either classification, providing he/she has passed the developed course requirements for that classification and group (See Addendum 1). This transferee must make an assertive effort to complete the remaining undeveloped courses required of his/her new group and classification. Failure to do so will result in a return to the lineman's previous group and classification at the next bid.
- 3.7 Linemen transferring to a group before a course (required of incumbents in the group) has been offered will take the course on CTA time with the incumbents.
- 3.8 Linemen transferring into a group of a different classification are not considered incumbents. This transferee must test out of or take on his/her own time additional courses. (Additional courses are not required of incumbents). The requirement of additional courses will apply whether or not the course has been developed at the time of the transfer.

- 3.9 Once a course has been developed and offered to a specific group, open enrollment and test outs will be offered to all employees. Employees must test out or take these courses on their own time prior to transferring.
- 3.10 If a lineman transferee refuses to take any one course that is offered to him/her three times, or does not make an assertive effort to pass that course, he/she will be returned to his/her former group during the next Bid. The same rules apply to any lineman transferee who refuses to take any three courses within a 12 month period.
- 3.10.1 If an individual refuses to attend courses three times, that individual may lose all priority status for overtime (except emergency situations as determined by his/her foreman).
- 3.11 Helper training takes precedence over the transfer options. Efforts will be made to ensure that the courses are readily available.
- 3.12 A maximum of 30% of linemen from any one group will be allowed to bid out of that group during a calendar year.

Section 4

FOREMEN

- 4.1 Foremen will not be required to take the courses, however, may do so at their own discretion.
- 4.2 Dual rated foremen and backup dual rated foremen will be required to successfully complete or test out of all required courses for their specific group.

Section 5

OVERTIME REQUIREMENTS

- 5.0 The following detailed list of required courses for overtime for each group may be expanded or modified as future needs arise:

5.1 **General Maintenance**

Overtime Job	Course Requirement
5.1.1 Problems related to pumps	A) Pumps & Pump Controls B) Basic Print Reading C) Motors -Theory, Control, & Protection
5.1.2 Problems related to batteries	A) Basic Print Reading
5.1.3 Problems related to AC and transfer switches	A) Breakers II-AC CTA Type breakers B) Transfer Switches C) Basic Print Reading
5.1.4 Problems related to DC breakers and DC transfer switches	A) Breakers III-DC CTA Type B) Transfer Switches C) Basic Print Reading D) Power Isolation
5.1.5 Problems related to SCADA	A) Solid State Servicing B) Basic Print Reading
5.1.6 Also required for each of the above is Grounds & Structure Neg. and Breakers/Fuses.	
5.1.7 Summary of courses required for complete overtime eligibility in General Maintenance:	
Basic Print Reading, Power Isolation, Breakers/Fuses, Breakers II-AC CTA Type, Breakers III-DC CTA Type, Transfer Switches, Pumps and Pump Controls, Solid State Servicing, Motors - Theory, Control, & Protection, and Grounds & Structure Neg.	

Totaling 10 courses

5.2

Light Maintenance

Overtime Job	Course Requirement
5.2.1 Problems with station	A) Types of Lights and Light Controls
5.2.2 Related to AC service entrances and drops	A) Grounds & Structure Neg. B) Electric Service Installation C) AC Wiring Installation
5.2.3 Related to wiring installations	A) Basic Print Reading B) Grounds & Structure Neg. C) Electric Service Installation D) AC Wiring Installation E) Pipe Bending
5.2.4 Problems with heaters	A) Electric Heater Maintenance B) Grounds & Structure Neg. C) Basic Print Reading
5.2.5 Also required is Breakers/Fuses for each of the above.	
5.2.6 Summary of courses required for complete overtime eligibility in Light Maintenance:	
Types of Lights and Light Controls, Electric Service Installation, Electric Heater Maintenance, Basic Print Reading, Grounds & Structure Neg., AC Wiring Installation, Pipe Bending, and Breakers/Fuses.	
Totalling 8 courses	

5.3

Third Rail

Overtime Job

Course Requirement

5.3.1 Related to 3rd rail
installation or maintenance

- A) Power Isolation
- B) Burning
- C) Welding
- D) Rail & Inspection

5.3.2 Bonding

- A) Power Isolation
- B) Welding
- C) Grounds & Structure Neg.
- D) Rail & Inspection

5.3.3 Power isolation

- A) Power Isolation

5.3.4 Tampers

- A) Power Isolation
- B) Rail & Inspection

5.3.5 Summary of courses required for complete overtime eligibility in Third Rail
Maintenance:

Power Isolation, Burning, Welding, Grounds & Structure Neg., and Rail & Inspection.

Totaling 5 courses

5.4

Cable Maintenance

	Overtime Job	Course Requirement
5.4.1	Overhead cable installation or maintenance	A) Power Isolation B) Grounds & Structure Neg. C) Cable & Inspection
5.4.2	Underground cable installation or maintenance	A) Power Isolation B) Grounds & Structure Neg. C) Cable & Inspection
5.4.3	Power Isolation	A) Power Isolation
5.4.4	Tampers	A) Power Isolation B) Cable & Inspection
5.4.5	Summary of courses required for complete overtime eligibility in Cable Maintenance: Power Isolation, Grounds & Structure Neg., and Cable & Inspection. Totaling 3 courses	

5.5

Construction

	Overtime Job	Course Requirement
5.5.1	Overhead cable installation or maintenance	A) Power Isolation B) Grounds & Structure Neg. C) Cable & Inspection D) AC Wiring Installation E) Overhead Construction
5.5.2	Underground cable installation	A) Power Isolation B) Grounds & Structure Neg. C) Cable & Inspection
5.5.3	Power isolation	A) Power Isolation
5.5.4	Related to AC service entrances and drops	A) Grounds & Structure Neg. B) Electric Service Installation C) AC Wiring Installation
5.5.5	Related to wiring installation	A) Grounds & Structure Neg. B) Electric Service Installation C) AC Wiring Installation D) Pipe Bending
5.5.6	Contact rail heaters	A) Power Isolation B) Electric Service Installation C) AC Wiring Installation D) Third Rail Heat Tape
5.5.7	Also required is Breakers/Fuses.	
5.5.8	Summary of courses required for complete overtime eligibility in Construction: Power Isolation, Grounds & Structure Neg., Cable & Inspection, Electric Service Installation, Third Rail Heat Tape, Pipe Bending, AC Wiring Installation, Overhead Construction, and Breakers/Fuses. Totaling 9 courses	

Section 6

ADDITIONAL BID INFORMATION

- 6.1 In order to bid into Light Maintenance P.M., in addition to package "B" courses, both Power Isolation and Rail & Inspection (or Rail & Inspection P.M.) courses are required. If no one bids into Light Maintenance P.M., then the lowest seniority lineman promotion within Light Maintenance shall fill the Light Maintenance P.M. vacancy. This may be on a temporary basis if a lineman helper is eligible for promotion between bids. In either case, the required Rail & Inspection P.M. course will be given on CTA time (first time only) to the lineman promotion who is forced to fill the Light Maintenance P.M. vacancy. Lineman transferring from other groups, or within the Light Maintenance Group, will be required to have successfully completed all required courses before the bid.
- 6.2 MTC transcripts will be used during a bid to verify that an employee has met his/her training requirements.
- 6.3 All developed K, L, or M package courses must be successfully completed in order for an individual requiring one of these packages to transfer during a bid.
- 6.4 An individual who is placed back into their previous classification/group must successfully pass all developed required courses for his/her package in order to transfer again.

Section 7

TEST OUTS AND FINAL EXAMS

- 7.1 Written test outs and written final exams should not be the same (identical), but must cover the same topic and approximate contents. However, both should contain about 50 questions or less, depending on the recommendations of the Training Committee. No test shall contain less than 25 questions.
- 7.2 Performance tests may also be utilized.
- 7.3 Percent passing for all test outs and final exams is as follows:
 - Test Out - 75%
 - Final Exam - 75%
 - Performance Test - 100%
- 7.4 A union steward shall be present at all test outs, final exams, and performance tests.
- 7.5 MTC has the option to witness the testing at the Local #9 school.
- 7.6 Courses need to begin within 30 days after the last test out is administered.
- 7.7 It should be emphasized to all helpers that passing a test out may result in a temporary advantage in promotions, transfers, and overtime. No helper can bump a lineman with less department seniority to fill that lineman's position.
- 7.8 Helpers and linemen will be offered the written portion of a test out or final exam first. If they are successful with the written portion, they will be allowed to take the performance section of the test out or final exam.
- 7.9 If a person fails a test out, he/she will be scheduled to take the course.
- 7.10 If a lineman or helper takes a course and fails the final exam, rescheduling will be by seniority after everyone has been scheduled once.
- 7.11 If, for any reason, a helper refuses to enroll in a required course, he/she will be asked, in seniority order, to enroll in the next course offered. In the interim, the refusal to enroll may affect their seniority regarding promotions or transfers and overtime status.
- 7.12 During an examination or test out, an instructor, when asked, will read aloud questions and answers to an individual with a language or reading problem. No interpreters are allowed. The CTA falls under an English Bonafide Occupation Requirement.

- 7.13 Preferably, test outs should be scheduled on Tuesdays, Wednesdays, and Thursdays.
- 7.14 Helpers and linemen, who are offered a test out opportunity and do not show, are automatically put in the class.
- 7.15 An employee does not need to be forewarned of a test out. A test out can be given at any time.
- 7.16 All tests shall have a time limit. Nobody shall be given extra time to complete a test regardless of reason.
- 7.17 Test outs/final exams are dated to keep track of revisions.

Section 8

COURSE INFORMATION

- 8.1 A class held on CTA time shall enroll a minimum of 5 individuals. CTA management can make any exceptions to this minimum enrollment. Local #9 will run classes with a smaller enrollment if it so decides.
- 8.2 Course outlines shall be submitted to the Training Committee for approval before course development begins.
- 8.3 MTC shall keep a transcript on each Local #9 participant. The transcript shall contain what courses an individual needs, test outs taken, and courses passed. All required courses will be listed on every transcript. The courses will be dated and marked when completed.
- 8.4 No individual will have to attend more than one class at a time. However, this can't be used as an excuse if an individual is short of completed courses.
- 8.5 A syllabus for each course will be maintained as part of the CTA/Local #9 Training Program Catalog.
- 8.6 A temporary shift change will take place for individuals on P.M./night shifts to attend classes. Lineman in that group will be offered the opportunity to fill these vacant temporary positions on a seniority basis while the incumbent is attending class. The temporary shift change will be for a minimum of one week. If there are no volunteers, the person (who is qualified) with the lowest seniority must fill the shift until the incumbent returns. The foreman and individuals involved will receive prior notification to fill the temporary shift change.
- 8.7 In order to accommodate educational requirements conflicting with work schedules, all employees on P.M./night shifts wishing to attend a course on their own time, will be allowed to make a temporary change in their regular scheduled day(s) off. Any changes to an employee=s regular work schedule will only be in effect for the duration of the course.
- 8.8 There will be a 50/50 participation between CTA and Local #9 regarding course development.

Section 9

CERTIFICATES

- 9.1 Regarding the issue of certificates (Local #9 and others) accepted in lieu of test outs or class attendance, the following shall apply:
 - 9.1.1 A certificate must be accepted by the Training Committee.
 - 9.1.2 A certificate can be turned in before a test out is offered, but is recognized the day of the individuals scheduled test out.
 - 9.1.3 Person administering test out will show individuals name and indicate "CERT" in place of a score.
 - 9.1.4 The transcripts will show the test out with a "CERT" code after it.
- 9.2 It is the responsibility of the individual to produce proof of course attendance at colleges, trade schools, etc.
- 9.3 Employees will be given a training certificate after they successfully complete a course. Two representatives from CTA and two from Local #9 shall sign these certificates.
- 9.4 The Training Committee will decide lineman course equivalency for past completed training courses when an individual presents a certificate.
- 9.5 A form called "Student Certification Evaluation" is utilized to record and standardize all course equivalencies.
- 9.6 A Local 9 certificate of successful completion of any course required will be deemed to meet the training requirement of a lineman or helper for that specific course. Additionally, a certificate from any school or training program, if mutually agreed upon by the Training Committee, will be considered to meet any course requirement.

Section 10

INSTRUCTORS

- 10.1 All after hour instructors must fill out and have on file a CTA Secondary Employment Application annually.
- 10.2 Local #9 instructors will be paid for each hour they teach during CTA hours. If a CTA instructor stays after work to tutor, he/she will be paid regular overtime pay based on their regular pay rate.
- 10.3 The Training Committee will select all primary and secondary instructors.

Section 11

PAYMENT FOR TRAINING COURSES

- 11.1 CTA will reimburse Local #9 on a predetermined basis.
- 11.2 The Union designates officers of Local #9, including but not limited to John Burkard, as designated acceptors of training course payment checks from CTA. These individuals shall sign a CTA acknowledgement receipt indicating full and final acceptance of any check for individuals who have successfully completed the training programs conducted by Local #9.
- 11.3 CTA training course payments can be utilized for Local #9 classes taught on CTA property (MTC) if Local #9 is paying the instructor.
- 11.4 No payments will be made for courses taught on CTA time.
- 11.5 Prior to attending a course, each student must fill out and sign a "TRAVEL, SEMINAR, and JOB TRAINING AUTHORIZATION FORM" (CTA2011(rev.06/08)Finance). This form must be filled out for each course.
- 11.6 At the completion of the course, Local #9 will submit a billing and completion letter.
- 11.7 Local #9's completed course letters should list the name of the student, name of the course, and amount charged for the course.
- 11.8 Local #9 will be responsible for the payment of wages to the instructors for all classes taught outside of regular CTA hours.

Section 12

OPEN ENROLLMENT

- 12.1 One enrollment opportunity per class per calendar year will be offered.
- 12.2 An individual is not required to test out in order to enroll in an open enrollment class.
- 12.3 An individual can take the test out exam for open enrollment only once. There is no time limit on this statement regardless of time lapsed.
- 12.4 All individuals will be notified in writing with their paychecks when open enrollment classes are being offered. The individuals must return the signed request to indicate their desire to attend the open enrollment test out exam or class. The signed request will be returned to their union steward. The union steward will attempt to notify any individual who is off sick, on a leave of absence, or on vacation of any open enrollment test out exams or classes.
- 12.5 Helpers in the classification will get priority over individuals not currently in the classification for classes.

Section 13

WORKMAN'S COMPENSATION

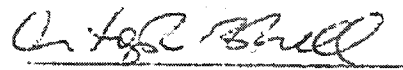
- 13.1** Workman's Compensation coverage is extended to all employees while attending classes listed in this Agreement. This coverage is provided regardless of training location; i.e., MTC, West Shops, Local #9 Training Center, field locations.

This agreement is made this _____ day of _____ 2009, by and between the Chicago Transit Authority and I.B.E.W. Local #9.

International Brotherhood
of Electrical Workers,
Local #9


Business Manager

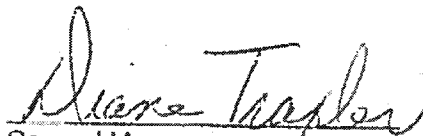
Chicago Transit Authority



Christopher Bushell
Chief Infrastructure Officer



Vice President,
Employee Relations



General Manager
Contract Administration &
Program Compliance

EJB/ejb 1/15/01
FKH/fkh 01/18/06
EJB/ejb 06/02/06
EJB/ejb 11/28/08
EJB/ejb 12/05/08
EJB/ejb 12/10/08

**LOCAL 9/CTA TRACTION POWER
COURSE REQUIREMENTS**

All times are approximate and subject to change. Also, times include written and performance final exams. Course requirements may be modified as need arises. Some courses that are shown taken on a transferee's own time may be taken on CTA time and vice versa. Refer to CTA/Local #9 Training Agreement.

* Course is included in original General Electrical Training and is not required by an individual who has successfully completed this training.

** Only these courses are included in "94" General Electrical Training.

COURSE PACKAGE A

General Maintenance linemen need the following courses in order to be eligible to work all overtime in their group:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Basic Print Reading	12	CTA
2. Power Isolation	36	CTA
3. Breakers/Fuses	8	CTA
4. Breakers II - AC	32	CTA
5. Senour Tie House	56	CTA
6. Transfer Switches	6	CTA
7. Pumps and Pump Controls	8	CTA
8. Solid State Servicing	16	CTA
9. Motors - Theory, Control, & Protection	35	CTA
10. Grounds & Structure Negative	6	CTA
11. Motor Operated Switches	8	CTA
	223	
223 hours - CTA Time		

COURSE PACKAGE B

Light Maintenance linemen need the following courses in order to be eligible to work all overtime in their group:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Basic Print Reading	12	CTA
2. Theory of Types of Lights & Controls	20	CTA
3. Electric Svc. Installation	12	CTA
4. Grounds & Structure Negative	6	CTA
5. A.C. Wiring Installation	17	CTA
6. Pipe Bending	24	CTA
7. Electric Heater Maint.	8	CTA
8. Breakers/Fuses	8	CTA
Additional requirement for Van 415 (Emergency night crew duty)		
9. Power Isolation	36	CTA
10. Rail & Inspection or (Rail & Inspection P.M.)	17 or (8) 160 or (152)	CTA
160 hours - CTA Time		

COURSE PACKAGE C

Third Rail Maintenance linemen need the following courses in order to be eligible to work all overtime in their group:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Power Isolation	36	CTA
2. Burning	8	CTA
3. Welding	16	CTA
4. Grounds & Structure Negative	6	CTA
5. Rail & Inspection	17	CTA
	<u>83</u>	
83 hours - CTA Time		

COURSE PACKAGE D

Cable Maintenance linemen need the following courses in order to be eligible to work all overtime in their group:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Power Isolation	36	CTA
2. Grounds & Structure Negative	6	CTA
3. Cable & Inspection	<u>16</u>	CTA
	58	

58 hours - CTA Time

COURSE PACKAGE E

Construction linemen need the following courses in order to be eligible to work all overtime in their group:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Power Isolation	36	CTA
2. Grounds & Structure Negative	6	CTA
3. Overhead Construction	6	CTA
4. Cable & Inspection	16	CTA
5. Electric Svc. Installation	12	CTA
6. A.C. Wiring Installation	17	CTA
7. Pipe Bending	24	CTA
8. Breakers/Fuses	8	CTA
9. Third Rail Heat Tape	<u>16</u>	CTA
	141	

141 hours - CTA Time

COURSE PACKAGE F

Group transfer package - for transfers within the Electrical Maintenance Classification. To transfer to General Maintenance, linemen need the following courses:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Basic Print Reading	12	OWN
2. Breakers/Fuses	8	OWN
3. Breakers II - AC	32	CTA
4. Senour Tie House	56	OWN
5. Transfer Switches	6	OWN
6. Power Supplies	5	OWN
7. Pumps and Pump Controls	8	CTA
8. Solid State Servicing	16	OWN
9. Motors - Theory, Control & Protection *	35	CTA
10. Grounds & Structure Negative	6	CTA
11. Motor Operated Switches	8	CTA
	<u>192</u>	

89 hours - CTA Time
103 hours - OWN Time

COURSE PACKAGE G

Group transfer package - for transfers within the Electrical Maintenance Classification. To transfer to Light Maintenance (excluding Van 415 emergency night crew duty), linemen need the following courses:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Basic Print Reading	12	OWN
2. Theory of Types of Lights & Controls	20	OWN
3. Electric Svc. Installation	12	OWN
4. Grounds & Structure Negative	6	CTA
5. A.C. Wiring Installation	17	OWN
6. Pipe Bending	24	OWN
7. Electric Heater Maint.	8	OWN
8. Breakers/Fuses	8	OWN
	<u>107</u>	

6 hours - CTA Time
101 hours - OWN Time

COURSE PACKAGE H

Group transfer package - for transfers within the Traction Power Classification. To transfer to Third Rail Maintenance, linemen need the following courses:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Power Isolation	36	CTA
2. Burning	8	OWN
3. Welding	16	OWN
4. Grounds & Structure Negative	6	CTA
5. Rail & Inspection	17	OWN
	<u>83</u>	

42 hours - CTA Time

41 hours - OWN Time

COURSE PACKAGE I

Group transfer package - for transfers within the Traction Power Classification. To transfer to Cable Maintenance, linemen need the following courses:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Power Isolation	36	CTA
2. Grounds & Structure Negative	6	CTA
3. Cable & Inspection	16	OWN
	<u>58</u>	

42 hours - CTA Time

16 hours - OWN Time

COURSE PACKAGE J

Group transfer package - for transfers within the Traction Power Classification. To transfer to Construction, linemen need the following courses:

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Power Isolation	36	CTA
2. Grounds & Structure Negative	6	CTA
3. Cable & Inspection	16	OWN
4. Overhead Construction	6	OWN
5. Electric Svc. Installation	12	OWN
6. A.C. Wiring Installation	17	OWN
7. Pipe Bending	24	OWN
8. Breakers/Fuses	8	OWN
9. Third Rail Heat Tape	16	OWN
	<u>141</u>	

42 hours - CTA Time
99 hours - OWN Time

COURSE PACKAGE K

Classification transfer and helper promotion package - The course requirements for a lineman to transfer into the Electrical Maintenance Classification are listed below. Also, these are the courses required for a helper hired before December 1, 2007 to be promoted to lineman.

<u>GENERAL COURSES</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Basic Print Reading	12	OWN
2. Power Isolation	36	CTA
3. Meters * **	6	OWN
4. Grounds & Structure Negative	6	CTA
5. Electric Svc. Installation	12	OWN
6. A.C. Wiring Installation	17	OWN
7. Burning	8	OWN
8. Pipe Bending	24	OWN
	<u>121</u>	
<u>SPECIAL COURSES</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
9. Pumps & Pump Controls	8	CTA
10. Solid State Servicing	16	OWN
11. Breakers/Fuses	8	OWN
12. Batteries * **	7	OWN
13. Motors - Theory, Control, & Protection *	35	CTA
14. Theory of Types of Lights & Controls	20	OWN
15. Electric Heater Maint.	8	OWN
16. Transfer Switches	6	OWN
17. Breakers II - AC	32	CTA
18. Senour Tie House	56	OWN
19. Fans and Fan Controls	8	OWN
20. Rail & Inspection P.M.	8	CTA
21. Motor Operated Switches	8	CTA
	<u>220</u>	
133 hours - CTA Time	341	Grand Total
208 hours - OWN Time		

COURSE PACKAGE L

Classification transfer and helper promotion package - The course requirements for a lineman to transfer into the Traction Power Maintenance Classification are listed below. Also, these are the courses required for a helper hired before Dec. 1, 2007, to be promoted to lineman.

<u>GENERAL COURSES</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. Basic Print Reading	12	OWN
2. Power Isolation	36	CTA
3. Meters * **	6	OWN
4. Grounds & Structure Negative	6	CTA
5. Electric Svc. Installation	12	OWN
6. Cable & Inspection	16	OWN
7. Burning	8	OWN
8. A.C. Wiring Installation	17	OWN
9. Pipe Bending	24	OWN
10. Motor Operated Switches	<u>8</u>	CTA
	145	

<u>SPECIAL COURSES</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
10. Welding	16	OWN
11. Overhead Construction	6	OWN
12. Rail & Inspection	17	OWN
13. Breakers/Fuses	8	OWN
14. Third Rail Heat Tape	<u>16</u>	OWN
	63	

208 Grand Total

50 hours - CTA Time
158 hours - OWN Time

Course Package M

99(b)

Helper promotion package - The course requirements for all helpers hired on or before Dec. 1, 2007 to transfer into the Traction Power Maintenance Classification or the Electrical Maintenance Classification are listed below. These are the courses required for a helper to be promoted to lineman.

<u>COURSE</u>	<u>HOURS</u>	<u>TIME TAKEN</u>
1. AC Wiring Installation	17	OWN
2. Basic Print Reading	12	OWN
3. Breakers / Fuses	8	OWN
4. Breakers II AC	32	OWN
5. Burning	8	OWN
6. Cable & Inspection	16	OWN
7. Electric Svc. Installation	12	OWN
8. Electric Heater Maint.	8	OWN
9. Fans & Fan Controls	8	OWN
10. Grounds & Structure Negative	6	OWN
11. Overhead Construction	6	CTA
12. Pipe Bending	24	OWN
13. Power Isolation	36	CTA
14. Pumps & Controls	8	CTA
15. Rail & Inspection	17	OWN
16. Senour Tie House	56	OWN
17. Solid State Servicing	16	OWN
18. Theory of Types of Lights & Controls	20	OWN
19. Third Rail Heat Tape	16	OWN
20. Transfer Switches	6	OWN
21. Welding	16	OWN
22. Motor Operated Switches	8	CTA
	356	

58 hours - CTA Time
298 hours - OWN Time



October 5, 1998

To: ALL GENERAL MANAGERS
ALL MANAGERS
ALL COORDINATORS

From: PATRICK J. HARNEY
Vice President, Maintenance

Re: MILEAGE REIMBURSEMENT

Effective immediately, I will resume approving mileage for scheduled overtime as well as emergency overtime.

Employees working scheduled overtime will receive the standard work day mileage reimbursement of five (5) miles to and from their assigned work location and home.

Employees working emergency overtime will receive full mileage to and from their assigned work location and home.

Emergency overtime and scheduled overtime must be specified on the Mileage Record Sheets. Also there should be a blank line which separates dates.

Your complete and continuous cooperation in this matter is expected.

PJH/tp



Chicago Transit Authority

3900 W. Maypole Avenue
Chicago, Illinois 60624
(773) 722-6700

No. 23: Power & Way Construction Gang
Signal and Communication Work
Grv. 912-97

February 22, 1999

Mr. Robert Pierson, Business Manager
International Brotherhood of Electrical Workers
Local #9
4415 W. Harrison Street Suite 330
Hillside, Illinois 60162

RECEIVED

FEB 25 1999

GRIEVANCE ARBITRATION

Grievance #0912x97

Allan Bartosik

Employee #7(1)(b)

Dear Mr. Pierson:

On several occasions the jurisdictional question regarding which Local #9 group within CTA performs various jobs within a specific discipline has been brought up. For efficiency and monetary reasons, the historic structure of the CTA has been to divide work crews into two distinct gangs, typically maintenance and construction. For obvious reasons, each gang has specific expertise and is equipped for specific types of jobs. Typically, maintenance type gangs are equipped to perform smaller types of repairs occurring on a day by day basis. Construction gangs are typically equipped for larger scale projects over prolonged periods of time.

Based on this structure which exists within CTA, Mr. Bartosik is accurate in his reasoning. The agreement referred to by Mr. David Cargil in the March 27, 1997 response to Grievance No. 902-95, and referred to by Mr. Bartosik in his grievance, identifies this basic CTA structure. My understanding of the agreement referred to by Mr. Cargil is confirmed by conversations with past managers within Power & Way Maintenance and with other management personnel within CTA. The agreement reached between Mr. J. K. Johnson, retired CTA General Manager, and Mr. Robert Pierson, IBEW Local #9 Business Agent, is as follows:

CTA's Power & Way Construction Gang will continue to perform all signal and communication cable jobs which are greater than one day in duration. The duration of the job is from start to finish and includes set-up, cable pulling, and termination. Any cable job less than one day in duration can be performed by the respective maintenance gangs.

Based on the above information, Power & Way Maintenance concurs with the grievance.
The grievance is resolved.

Sincerely,

Raymond A. Schriks

Raymond A. Schriks

General Manager

Power & Way Maintenance

BID PROCESS

When advised by management and am told where the various openings are, I poll the men and ask them to fill out a slip of paper with their 5 choices in order of preference as to which group they would want to bid into. After I get them back, I check out their M-100 records & training transcripts. I allow them 1 chance to change their bid once they turn in the sheet. This is only if the bid is not complete. If they are able to bid and their seniority allows them, they move into the open slot. It is done by seniority. The time it takes depends on how many are bidding, record checks etc. Foremen are excluded. If any openings are in telephone, only people who have completed cta telephone class can bid. Once your chance to bid in has passed you by, you are unable to bid in. There are 2 people in treasury that are grandfathered to bid into our 6 groups.

3/6/2000



Chicago Transit Authority

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

No. 25: Material and Assignment Dispatcher

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

July 18, 2001

Re: Material and Assignment Dispatcher

Dear Mr. Burkard:

As you know, there is currently an opening for a Material and Assignment Dispatcher at our West Shops facility. Applicants have been interviewed and it appears a Journeyman Lineman presently employed by the CTA will be the recommended candidate.

As I have confirmed, the top rate of a Material and Assignment Dispatcher is the same as that of a CTA Journeyman Lineman, which is presently \$23.015 per hour. However, the Dispatcher position has a twenty-four month job progression, which means that a new Dispatcher would be paid at the hourly rate of \$22.406 and not rise to the Journeyman pay level until he or she is in the job for twenty-four months.

To avoid the disincentive of a reduction in pay for a Journeyman accepting the Dispatcher position, the Authority proposes that, for the present Dispatcher opening only, the job progression will be waived for a Journeyman who accepts that position; he or she will receive the top hourly rate for the position, which is equivalent to the Lineman rate he or she is receiving now. Again, this agreement would apply only to a specific Journeyman who accepts this specific position at this time. No precedent would be set for any other applicant who applies for a future Material and Assignment Dispatcher opening.

I have enclosed two original letters. If the above is acceptable to the Union, please sign both letters, keep one for your file and return the other to me.

Very truly yours,

James E. Bidwill
Manager, Contract Administration
and Interpretation

Agreed

Assistant Business Manager
IBEW Local 9

JEB:gc



Chicago Transit Authority

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

To: Distribution List
From: Manager, Contract Administration and Interpretation
Date: Material and Assignment Dispatcher Letter of Agreement
Date: July 31, 2001

Attached is a copy of an executed letter of agreement between the Authority and International Brotherhood of Electrical Workers Local 9 concerning an existing opening for a Material and Assignment Dispatcher position, a job within Local 9's bargaining unit jurisdiction.

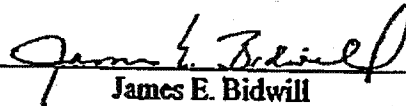
Under the terms of the agreement, the twenty-four month job progression is waived for this particular opening in the event a Journeyman Lineman accepts this position. The Lineman will be paid the top hourly rate of the position, presently \$23.015, which is the same as the present Lineman rate. Thus, the candidate will not have to take a cut in pay if he or she accepts the position.

Please note:

1. The progression waiver applies only to the position now open. The job progression will continue to be applied to future dispatcher positions.
2. This progression waiver applies only if a Journeyman Lineman is the selected candidate for the position.

Please take the necessary action to effectuate this agreement.

JEB:gc


James E. Bidwill

Memo
Re Material & Assignment Dispatcher
July 31, 2001
Page 2

Distribution List
w/attachment

J. Coleman
C. Morgen
J. Johnson
L. Acuna
M. Maloney
R. Jania

cc: **R. Gierut**
D. Traxler
C. McLean
M. Stack
D. Noone
JEB Corres.
IBEW Local 9 Corres.

(12)

O.T.

Overtime in all groups is to be as fairly distributed as necessary. Journeymen are to be used before helpers when necessary. If anyone turns down o.t. for any reason, it will be charged against them. If you were not up to work but you said yes for the weekend, you won't be charged. If you were up for work and you say no to the weekend, you will be charged double the top hours worked. The stewards will assist the men in viewing the hours sheet when it is convenient for the foreman. If they are on the injured list (company or own time injured), they are charged. No charge for vacations. If they bid to another group, their o.t. is averaged to the middle of the group so as not to make them the top or bottom person in that group. Foremen will keep an accurate list for charged o.t. Emergency call outs are not charged. The foreman can call anyone in the gang he deems will expedite the job. If he can get enough people from his group, he can call outside the group.

*if you need more, you
have side letters*

4/11/02



Chicago Transit Authority

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

No. 27: Sick Pay Compensation for Material
and Assignment Dispatcher

August 19, 2002

Mr. John Burkard
Assistant Business Manager
International Brotherhood of Electrical Workers
Local 9
High Point Plaza Office Center
4415 West Harrison Street, Suite 300
Hillside, Illinois 60162

Re: Salaried Sick Pay Compensation for:
a) Dennis Anderson, Badge No. 7(1)(b) Area 565)
Material & Assignment Dispatcher
b) Robert Smith, Badge No. 7(1)(b) Area 543)
Material and Assistant Dispatchers

Dear Mr. Burkard:

In July 2001, James Bidwill, Manager, Contract Administration & Interpretation (on behalf of the Authority) and you (on behalf of IBEW, Local 9), entered into various understandings concerning the Material and Assignment Dispatchers at our West Shops facility. One understanding concerned waiving the twenty-four month job progression for the recommended candidate who would fill the vacancy for Material and Assignment Dispatcher. This was memorialized in a letter dated July 18, 2001 (copy attached). The position was staffed by Robert Smith, Badge No. 24424. The purpose of this letter is to memorialize the parties understanding concerning sick pay benefits for Messrs. Anderson and Smith.

In accordance with an agreement dated August 19, 1988, Mr. Anderson was awarded "supervisory" benefits as a result of the parties' agreement. Mr. Kleich, who preceded Mr. Smith as Material and Assignment Dispatcher, was also awarded "supervisory" benefits. Your discussions with Mr. Bidwill addressed extending the "supervisory" benefits to Mr. Smith. Unfortunately, due to Mr. Bidwill's illness, this agreement was never memorialized in writing.

Therefore, in accordance with the understanding of the parties, Mr. Robert Smith, Badge No. 24424 will be awarded "Supervisory" sick pay benefits effective the date of the Union's signature on this document. Retroactive sick pay will not be awarded.

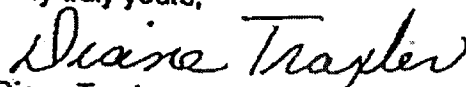
Page 2 of 2

Re: Robert Smith, M&A Dispatcher
August 19, 2002

The Union and Authority further agree that this agreement shall apply without exception only to the present matter. The agreement's terms and conditions will not in any way, nor in any manner, be used as a precedent in any proceedings, negotiations, discussions, or arbitrations between the parties, except as may be necessary to enforce the provisions hereof.

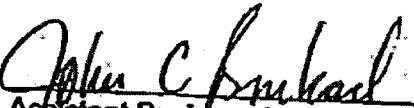
I have enclosed two original letters of agreement. If the above is acceptable to the Union, please sign both letters, keep one for your file and return the other to me.

Very truly yours,



Diane Traxler
Manager, Contract Administration & Interpretation

Agreed:



Assistant Business Manager
IBEW Local 9

Dated:

8/21/2002

Cc: R. Pierson
R. Glerut
E. Bledsoe
CA Staff
Union Corres. File
Agreement Book
Expired Contract File
DT Corres.



To: See Distribution
From: Diane Traxler, Manager, Contract Administration & Interpretation
Date: September 3, 2002
Re: Supervisory Sick Pay Benefits for:

Dennis Anderson, Badge No. 7(1)(b)
Area 656/Material & Assignment Dispatcher

Robert Smith, Badge No. 7(1)(b)
Area 543/Material & Assignment Dispatcher

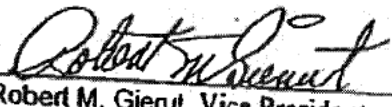
Attached is a letter of agreement signed and executed on August 21, 2002 between the Authority and IBEW Local 9. Your assistance in implementing the terms and conditions of the agreement is requested as follows:

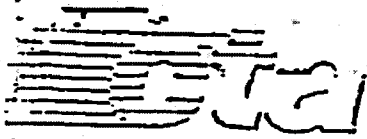
- 1) Mr. Anderson is to continue receiving "Supervisory" sick pay benefits in accordance with AP 131 and our understanding of 1988.
- 2) Effective August 21, 2002, Mr. Smith is to begin receiving "Supervisory" sick pay benefits in accordance with AP 131 and the attached letter of understanding.

This agreement represents a quid pro quo understanding reached by the parties concerning the Material and Assignment Dispatcher position in 1988 and most recently in 2001.

Should you have any questions, please contact me on extension 6117 or Russell Johnson Cochran on extension 3418.

Approved:


Robert M. Gierut, Vice President
Employee Relations



Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654
(312) 644-7200

February 27, 1989

Mr. Nick Burkard
Business Manager
International Brotherhood of
Electrical Workers
Local No. 9
High Point Plaza Office Center
4415 West Harrison Street, Suite 330
Hillside, Illinois 60162

No. 28: Employees Transferring between
Various Areas Staffed by IBEW,
Local 9

Dear Mr. Burkard:

For your information, I have enclosed copies of the February 3 and 13, 1989 meeting minutes. The following represents the final outcome of both meetings and several phone conversations between yourself, Bob Pierson, Roy Smith, Jim Bidwill and myself.

1. A. Transfers will be allowed between various areas staffed by members of IBEW, Local 9, according to the following procedures:

Employees transferring between Power (consisting of four (4) zones and the construction gang), Telephone and Treasury will carry their seniority with them.

Employees transferring within Signal will carry their seniority with them.

Signal employees transferring to Power, Telephone or Treasury will go to the bottom of the list as will Power, Telephone or Treasury employees transferring to Signal.

8. Anyone transferring must remain in the position for a minimum of six (6) months regardless of the type of transfer (e.g., between departments or across the zones).
2. Management representatives will work with Local 9 representatives in the development of a turnstile school.
3. Future vacancies in the turnstile group will be filled only by those who have successfully completed the school (when developed).

4. Vacancies will be posted and employees will "sign-off" stating whether they are interested or not.
5. Management can establish helpers in the turnstile group; however, journeymen will be allowed to transfer.
6. Effective February 13, 1989, individuals hired into I.B.E.W., Local 9 positions will be notified upon hire that they are going to be assigned to a particular area and that they are not eligible to transfer to another.
7. There will be an open pick for dual-rated foremen in the Signal Division. Procedures similar to those used in Power & Way Maintenance will be utilized. Attached is a copy of those procedures as revised on February 23, 1989.
8. Fred Odrowski, Employee No. 7(1)(b) will be transferred to the telephone group when the next vacancy occurs if he successfully completes the telephone school. When he transfers, he will retain his seniority. This settles Grievance No. 2-89.
9. James Bergen, Employee No. 7(1)(b) will retain his seniority upon his transfer to the telephone group.
10. It was originally contemplated that two (2) Operation Class Linemen would be transferred to Power & Way Maintenance. In the interest of avoiding controversy over the transfer of Mr. Steven Girka, Employee No. 11341, from a journeyman in Operation Class back to a helper (his pre-Operation Class position) in Power & Way Maintenance, as proposed by the Union, Mr. Girka will remain in Operation Class as a journeyman at least until such time as helpers in Power & Way with greater seniority than Mr. Girka have transferred to journeyman positions.

Mr. Girka will be advised of this resolution by Mr. Roy Smith and will be further advised that if and when he transfers to Power & Way as a journeyman, it will be after the transfer of current Power & Way helpers with greater seniority to Journeyman positions. Consequently, he will be at the bottom of the Journeyman seniority list when he transfers to Power & Way.

Nick Burkard
February 27, 1989
Page Three

11. The transfer of an employee will be on a six (6) month trial basis. If at any time within the six (6) months, objective evaluation of the employee's performance demonstrates that the employee is not progressing in an acceptable manner in his abilities to perform the duties of the new position, he will be re-transferred to his old position. Any employees who were transferred to fill open positions as a result of the original transfer will also be re-transferred unless the openings remain to accommodate them. (For example, if a helper, transferred to a journeyman position as a result of the original transfer, has to be re-transferred, he will return to a helper position.)

I believe that this document accurately represents the agreements reached by the parties. If you have any questions, please do not hesitate to contact me at 664-7200, extension 3424.

Very truly yours,

Ann Murphy-Gaughan
Ann Murphy-Gaughan
Contract Administration
Representative

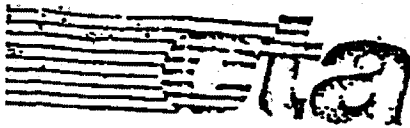
APPROVED:

James E. Bidwill
James E. Bidwill
Director, Contract Administration

AMG:ek

Attach.

cc: J. Bidwill
N. Burkard
D. Dobbyn
P. Graf
J. Johnson
K. Mercado
R. Pierson
J. Simonetti
R. Smith
R. Stonecipher
G. Ward, Jr.



Chicago Transit Authority

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

No. 29: Various transfer Issues

March 9, 1990

Mr. Nick Burkard
Business Representative
Illinois Brotherhood of
Electrical Workers
Local No. 9
High Point Plaza Office Center
4415 West Harrison Street, Suite 330
Hillside, Illinois 60162

Dear Mr. Burkard:

The following represents the results of a meeting between Local 9 representatives and CTA representatives on January 9, 1990. A copy of the attendance sheet is attached. These items are refinements of the agreements set forth in a letter to you from me dated February 27, 1989.

1. Limitations on Transfers It was agreed that no more than two (2) treasury or telephone personnel will have the option to transfer out within a calendar year unless the CTA agrees to a higher number. Calendar year means a year beginning January 1st and ending December 31st.

2. Polling All journeymen and helpers represented by Local 9 and hired prior to February 13, 1989 will be polled to determine if they are interested in, at any time in the future, transferring to another area staffed by members of Local 9.

a. Should an employee indicate that he or she is not interested in transferring to a particular area when openings occur in that area, the employee will not be offered the opportunity to transfer, at any time in the future.

b. Should an employee indicate that he or she is interested in transferring to a particular area, when openings occur in that area, employees who have indicated interest in transferring will be offered, in seniority order, the opportunity to transfer.

3. Transfer Requirements An employee will not be eligible to transfer to another area unless he or she has an acceptable work record and has successfully completed the training school required for entry into the area; unless such schooling opportunity is not available prior to the transfer opportunity, in which case, the employee will be required to successfully complete the schooling requirement at such time as the schooling is available.

4. Transfer Opportunities If a journeyman opening occurs in an area, all journeymen who have indicated interest in transferring on the poll referred to above and who have satisfied the schooling and work record requirements will be offered, in seniority order, the opportunity to transfer as stated above. After all journeymen have been offered the opportunity, then the opportunity will be offered to helpers in seniority order. If the employee refuses the opportunity, he or she will be precluded from transferring to any future opening in that area. If the employee accepts the opportunity to transfer, he or she will be transferred to the journeyman position and, in accordance with the February 27, 1989 letter of agreement, will remain in the position for a minimum of six (6) months. If the employee then accepts an opportunity to retransfer to another area, he or she will be precluded from retransferring to the area he or she has left.

5. Treasury Helper A Treasury Helper position will be created. This position will be offered, in seniority order, to helpers in other areas hired after February 13, 1989. If such helpers refuse the position, they will be precluded from transferring to Treasury at any future time. If a helper accepts the position, it will be with the understanding that the helper must successfully complete applicable schooling, and that the helper is then restricted from transferring from Treasury at any future time. If a journeyman position opens in Treasury after a helper position is filled, the helper will not be eligible for promotion to that journeyman position until all journeymen and helpers hired prior to February 13, 1989 have refused the opportunity to transfer. Once all journeymen and helpers hired prior to February 13, 1989 have, in one way or another, exercised their option to transfer to Treasury, then additional helper positions will be created as vacancies in the area occur.

This letter is intended as a refinement of the letter of agreement dated February 27, 1989, and the provisions of that letter of agreement remain in effect to the extent that they are still applicable.

Sincerely,

Ann Murphy-Gaughan ^{694B}

Ann Murphy-Gaughan
Superintendent, Contract Processes

AMG:ek

cc: J. Bidwill J. Marshall
P. Graf J. Simonetti
D. Hillock R. Smith
J. Johnson D. Traxler
G. Ward, Jr.

XC: AMG comes.

AMB copy

CHICAGO TRANSIT AUTHORITY

MEETING ATTENDANCE - please sign

SUBJECT DBW, Local 9 Issues

Date 1/9/90

Time 9:30 a.m.

Location R.R. Conference Room

Name	Title	Affiliation
James E. Bidwell	Dir. Const. Bldg.	CTA
John J. Kelly	Gen. Steward	CTA / Union
Pete J. Gray	Director	C.T.A. Board
Ann Slaughter	S. C.P.	CTA, LL
Walter Prater	Sr. Const. Bldg.	" "
Christopher McGee	Supt.	Treasury
Joe Simonetti	Director	Treasury
Bob Perry	Asst. Bus. Mgr.	Local 9 IBEW
Jack Burkhard	Bus. Mgr.	Local 9 CTA
Jim Johnson	Mgr.	CTA P.H.
Roy T. Smith	Sr. Mgr. Fac. Mter.	CTA F.



Chicago Transit Authority

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

30) Inter-Union Transfers

December 10, 1990

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

RE: Inter-Union Transfers

Dear Mr. Burkard:

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

The agreement is as follows:

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

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

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

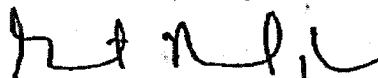
Nick F. Burkard
Page - 2 -
December 10, 1990

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

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

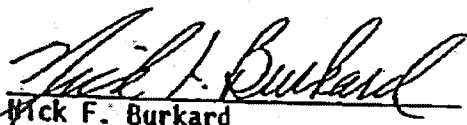
If the above accurately reflects the agreement between the Authority and the unions you represent as a member of the Interest Arbitration Panel, please so indicate by signing below.

Very truly yours,



Grant 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
A. Gaughan
R. Gierut
E. Hill
D. Hillock

C. Lang
R. LeBron
J. Marshall
D. Martin
R. Smith

T. Stevens
G. Tapling
D. Traxler
G. Ward, Jr.
R. Winston

No. 31 Foreman Emergency Premium Rate

Agreement

This Agreement, made and executed this 17th day of MAY, 1991, by and between the Chicago Transit Authority (hereinafter, "the Authority") and Local 9, International Brotherhood of Electrical Workers (hereinafter, "the Union"),

The parties agree as follows:

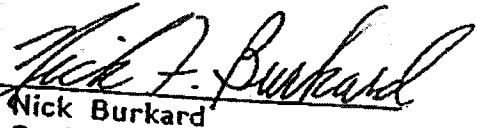
1. Local 9 Foremen, when assigned to the position of Acting Supervisor and while working in such capacity, shall receive fifty cents (\$.50) per hour in excess of the employee's classified rate for Foreman. The assignment of a Foreman to a classification of Acting Supervisor shall be determined by the Authority.

2. The terms and conditions of this agreement will remain in full force and effect from the date this agreement is executed through December 31, 1992. Whether or not the premium will be extended beyond that date will be a subject of collective bargaining negotiations of amendments to the Wages and Working Conditions Agreement to be effective January 1, 1993.

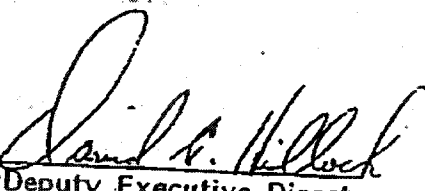
Local 9
International Brotherhood of
Electrical Workers

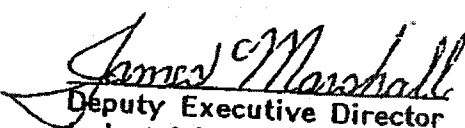
Chicago Transit Authority

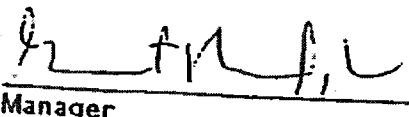
By:


Nick Burkard
Business Representative

By:


Deputy Executive Director
Maintenance


Deputy Executive Director
Industrial Relations and
Special Services


Manager
Labor Relations

DT/lf
2/6/91

Agreement

This Agreement, made and executed this 1 day of July, 1991, by and between the Chicago Transit Authority (hereinafter, "the Authority") and Local 9, International Brotherhood of Electrical Workers (hereinafter, "the Union"),

The parties agree as follows:

1. Local 9 Foreman who are off duty and are asked to call out three or more employees for emergency work shall be paid one hour's pay at premium rate.
2. The terms and conditions of this agreement will remain in full force and effect from the date this agreement is executed through December 31, 1992. Whether or not the premium will be extended beyond that date will be a subject of collective bargaining negotiations of amendments to the Wages and Working Conditions Agreement to be effective January 1, 1993.

Local 9
International Brotherhood of
Electrical Workers

Chicago Transit Authority

By: Nick F. Burkard 6/24/91
Nick Burkard
Business Representative

By: D. L. Hillock 5/13/91
Deputy Executive Director
Maintenance

James E. Marshall 4/4/91
Deputy Executive Director
Industrial Relations and
Special Services

[Signature]
Manager
Labor Relations

DT/IF
2/6/91

SIDE AGREEMENT

This Side Agreement is entered into by and between the Chicago Transit Authority ("The Authority") and International Brotherhood of Electrical Workers Local Union No. ("Local 9").

The Parties hereto have entered into a Tentative Agreement (the "T.A.") for Modifications To Their Wages and Working Conditions Agreement expiring December 31, 1999 (a copy of which is attached hereto as Exhibit A). The T.A. at 2. Hours of Work ¶ 3 states as follows:

Amend to provide that all employees hired prior to January 1, 2000 will be required at the option of the Authority to work three (3) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday work week at straight time with two (2) consecutive days off.

The Parties hereto agree that as between them alone:

- 1) That prior to scheduling Local 9 Bargaining Unit members for Saturday work at straight time, the Authority will provide the employees to be scheduled with thirty (30) days advance notice of such change in their schedule.
- 2) The Authority agrees that the working conditions, gang size and structure and operational conditions under which Local 9 Bargaining Unit members will work on Saturdays at straight time shall be the same or substantially similar to those under which they work on a Monday - Friday schedule.

The Parties further agree that this Side Agreement shall become operative and effective upon the Authority's adoption by ordinance of the T.A.

Chicago Transit Authority

By: Jeff Morales

Dated: _____

International Brotherhood of
Electrical Workers Local 9


By: Robert W. Pierson



Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3555
Chicago, Illinois 60654-0555
(312) 664-7200

Robert M. Gierut
Vice President
Employee Relations

No. 34 Definition of Emergency and Schedule Overtime

Mr. John Burkard
Assistant Business Manager
International Brotherhood of Electrical Workers
Local Union 9
High Point Plaza Office Center
4415 West Harrison Street, Suite 300
Hillside, Illinois 60162

September 23, 2002

Re: Definition of "Emergency Overtime" and "Scheduled Overtime"

Dear Mr. Burkard:

This is to memorialize the understanding of the parties concerning overtime issues reached at a meeting held between the Authority and I.B.E.W., Local 9, on August 9, 2002 at West Shops. Following is the agreed upon language clarifying the definitions of "Emergency Overtime" and "Scheduled Overtime":

Definition of "Emergency Overtime" -

All work performed outside the employee's regular scheduled shift where the employee has not been given a minimum of twenty-four hours notice. An extension of an employee's regularly scheduled shift is not considered scheduled overtime when an employee has not received twenty-four hours notice.

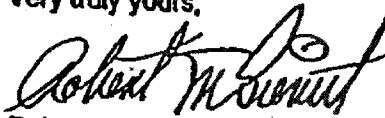
Definition of "Scheduled Overtime" -

All work performed outside the employee's regularly scheduled shift where the employee was given a minimum of twenty-four hours notice prior to the start of that scheduled overtime.

I believe the above accurately reflects the understanding of the parties. Two original letters are enclosed for your signature of approval. Please return one signed copy to my attention. The Authority will include the signed document into the sole agreement of the parties.

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

Very truly yours,


Robert M. Gierut

Approved:


John Burkard

Cc: R. W. Pierson



Chicago Transit Authority

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

No. 35 Job Opportunity Bulletins

October 15, 2003

Robert Pierson
Business Manager
International Brotherhood of
Electrical Workers, Local 9
High Point Plaza Office Center
4415 West Harrison Street
Suite 330
Hillside, Illinois 60162

Re: Job Opportunity Bulletins

Dear Mr. Pierson:

The Authority will make all reasonable efforts to post job opportunities which are normally posted in work trailers and in Track and Craft Maintenance Department locations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert M. Gierut".

Robert M. Gierut
Vice President, Employee Relations



CHICAGO TRANSIT AUTHORITY

November 1, 2007

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Mr. Robert W. Pierson, Business Manager
International Brotherhood of Electrical Workers, Local 9
High Point Plaza Office Center
4415 West Harrison Street, Suite 330
Hillside, Illinois 60162

Re: Power Isolation

Dear Mr. Pierson:

In 2006, representatives from CTA Employee Relations, Facilities Maintenance, Power & Way Maintenance, and Transit Operations met with John Burkard, Local 9, concerning power isolation and safety. In follow up to these discussions, this letter is to reaffirm CTA's position regarding the isolation of power on the CTA's right of way.

The isolation of power for scheduled work is the exclusive responsibility of IBEW, Local 9. Attached is a copy of CTA Rail Service Bulletin R1398-07 which was issued on October 10, 2007.

In emergency situations such as property damage or personal injury, the CTA shall delegate power isolation as CTA deems necessary.

When performing maintenance or construction work on or adjacent to the CTA right of way, and the work being performed requires the removal of power, the department or contractor responsible for said work shall make the necessary arrangements with the appropriate CTA personnel prior to commencement of any work involving power isolation.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Robert M. Gierut
Vice President, Employee Relations

Attachment
RMG/dt

cc: J. Burkard, K. Rowan, K. Ray, W. R. Mooney, Sr., J. A. Hruby, P. Taylor, A. Dluger, C. Bushell, W. Mooney, Jr., E. Buczkiewicz, J. Harper, J. Butler

Robert W. Pierson, Local 9
Page 2 of 2 – November 1, 2007
Power Isolation

Bcc: Contract File
Agreement Binder
Unions, Local 9 Corres.
RMG Corres.
DLT Corres.
ER Staff

File	x	Special	x
Post	x	Type	w
R1248-47			

Rail Service Bulletin

Supersedes S407-92

To: All Concerned
Subject: Procedure
Activity: Power Isolation with Power Controller and Field Personnel
Line / Route: Systemwide
Effective: Wednesday, October 10, 2007

Effective on the date listed above, the following safety procedure must be followed whenever 600 volt power has been removed. The person who made this request will have a hold on the power and must remain in the area. This hold can only be relieved if the person authorizes its release to someone with proper authority and has this relief confirmed by the Power Controller. Channel 2 must be used for all communication between the Power Controller and field personnel. During emergency incidents, any hold on power is relinquished to K202 upon his/her arrival at the scene and this relinquishment to K202 must be immediately communicated to Power Control.

NOTE: The isolation of power for scheduled work is the exclusive jurisdiction of IBEW Local #9. In emergency situations, CTA shall delegate power isolation as they see necessary.

If there is a need to isolate 600 volt power, the following procedures must be adhered to:

- Inform the Power Controller
 - a) Your radio call number
 - b) Where you are
 - c) The reason for the request
 - d) The exact location and direction where you want power removed
 - e) The anticipated duration of the power removal
 - f) What assistance is needed, if any
- The Power Controller, once permission is given to allow isolation of power, will trip/open via SCADA the necessary circuit breakers and devices to de-energize the power to the third rail. He/she may then announce the limits of the area to be isolated.
- The Power Controller and field personnel must make sure the isolated area is in fact de-energized. As an additional safety step, the Power Controller shall check for backfeed and notify field personnel of the results.
- All manual field operated switches and breakers must never be opened or closed unless all power in the entire power section has been de-energized. The only exception to this procedure is when normal electrical maintenance is being performed and/or when de-energizing certain yard and shop tracks.

- The Power Controller must determine before directing an employee to open power isolation switches or disconnect switches if there are any tie breakers or tie switches associated with the feeder section in question.
- When operating the sectionalizing, disconnect and/or third rail mounted switches, they must be moved to the open position.
- A portable track trip is to be placed in the direction of traffic at a sufficient distance from the isolated area to prevent bridging gaps less than 40 feet. In the event that a portable track trip is not immediately available, management/supervisor/field personnel will be responsible for protecting the isolated area. A rail car can bridge a gap less than 40 feet and energize a section of third rail thought to be de-energized.
- When restoring power, make sure personnel and equipment are clear of the third rail and associated equipment.
- All employees must monitor and not interrupt conversation with the Power Controller during a power interruption unless it is a dire emergency (10-99).

Contact your Manager, Instructor, Controller or Supervisor if you have any questions regarding the contents of this bulletin.

SAFETY IS PART OF THE JOB.

Follow all CTA established rules relating to safe operation, as well as those rules relating to the use of tools, material, equipment and personal safety in the performance of your duties.



Vice President,
Transit Operations



To: All Concerned

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

Date: December 6, 2007

Re: IBEW, Local 9 - Walt Award Clarification Issues

Management has presented the following questions to Employee Relations as follows:

How does the following provision in the Walt Award apply to IBEW, Local 9 bargained for employees?

Page 8 of the Walt Award

2. Hours of Work

Amend to provide that all overtime shall be paid at time and one-half in lieu of double time, except double time shall be paid for those Agreements which currently provide for double time on Sunday, Holidays and Emergency Call out. There will be not deviation from the current interpretation of the words "Emergency Call out."

Arbitrator Walt provided the CTA with some relief; double time would be eliminated except in the following: double time would be paid for those agreements (Wage and Working Conditions Agreements) which previously provided for double time on Sunday, Holidays and Emergency Call out. All other overtime would be at time and one-half.

Double time on Sunday and Holiday is one issue, the other issue is Emergency Call out.

Issue 1. Double time on Sunday and Holidays

The previous Local 9 agreements provided for double time on Sunday and holidays for all employees who were scheduled off on Sunday or holidays and were required to work that Sunday or holiday. However, employees scheduled to work on a Sunday or holiday, received time and one-half, such as the Emergency Crews and Light Maintainers pursuant to paragraph three of Section 3.1(B) of the Wage and Working Conditions Agreement, which reads as follows:

Time and one-half (1 ½) the straight time hourly rate shall be paid to Emergency Crews and Light Maintainers for the first eight (8) hours of regularly scheduled Sunday or holiday work plus eight (8) hours holiday pay if such regularly scheduled work falls on a holiday or the day celebrated for such holiday, covered by this Agreement.

The above section also applies to Salaried employees bargained for by Local 9. All employees bargained for by Local 9 who work a Sunday or holiday on their scheduled day off are paid double time. If the Sunday or holiday is a scheduled work day the employee is paid time and one-half.

Issue 2. Emergency Call-out

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

1. When this emergency work runs into the normal work day period, the rate of pay during the regular work period shall be straight time, except when such emergency work, lunch time excluded, is eight (8) hours or more, in which case all time worked in the normal work period shall pay time and one-half.

2. When employees are called upon to work overtime paying less than eight (8) hours pay in any one (1) day, they shall also be permitted to work their full normal time without any reduction thereof because of the overtime work.

Employees scheduled to work on their day off will receive a minimum of three (3) hours pay at the applicable premium.

This provision applies to hourly rated employees.

Emergency Call out is paid at double time with a minimum of three (3) hours at double time pay. However, as stated in No.1 above, if the emergency work runs into the normal (scheduled work day) work day period, the rate of pay during the regular work period (scheduled work day) shall be straight time, except when such emergency work lunch time excluded, is eight (8) hours or more, in which case all time worked in the normal work period shall be time and one-half. Employees scheduled to work on their day off will receive a minimum of three (3) hours pay at the applicable premium. Said premium has been double time.

**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:

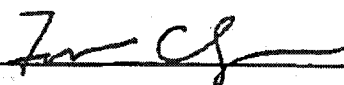
To the extent permitted by law, in the event the CTA, either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade/craft jurisdiction of a member of the CTA Craft Union Coalition to be done at the Site of construction or off-site solely for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

1. ELIMINATION OF ON-CALL STATUS

Signal Engineer I, II, III and IV, Signal Maintenance Coordinator and Signal Engineering Coordinator will no longer be required to be on-call or standby.

PROGRESSION

Progression is only applicable to the positions of Signal Engineer I, Signal Engineer II and Signal Engineer III. Signal Engineer IV, Coordinator, Signal Maintenance and Coordinator, Signal Engineers are excluded from the progression. Promotions into these positions will only be made when vacancies are available and at the Authority's discretion.

Employees are not entitled to "picks" under the Agreement for assignments and shift selection. Management shall have the right to assign work at its discretion among classifications.

Time Requirement

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

1. Signal Engineer II - Two Years' Service as a Signal Engineer I
2. Signal Engineer III - Three Years' Service as a Signal Engineer II

Candidate List- Work Record Review

A 12 month rolling record review will be conducted for any eligible party. The following criteria will be used regarding record review:

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

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

Testing

Once a candidate has met the time requirement and passed the record review, they will be eligible to test for the position. The test will be developed by management and will be specific for each position. It will be altered each time it is given and will reflect the duties and responsibilities that a candidate will be expected to be capable of handling if promoted. These tests may consist of practical, written and oral questions.

The CTA Trade Coalition is currently grieving the promotional/transfer process. As a result a new AP regarding the promotion and transfer process is being drafted by the CTA in effort to resolve that grievance.

EXECUTED this ____ day of _____, by the duly authorized representatives of the Employer and the Union.

Employer Representative

Union Representative
