

# **Wage and Working Conditions Agreement**

Between the Chicago Transit Authority  
and the Automobile Mechanics Union,  
Local Union 701



**Effective January 1, 2012 through December 31, 2016**



**CHICAGO TRANSIT AUTHORITY -  
THE AUTOMOBILE MECHANICS, LOCAL UNION NO. 701,  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**

**TABLE OF CONTENTS**

<u>SECTION</u>		<u>PAGE</u>
<b>ARTICLE I – UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY.....</b>		1
1.1	<b>UNION RECOGNITION AND SCOPE.....</b>	1
1.2	<b>MEMBERSHIP.....</b>	1
1.3	<b>CHECKOFF.....</b>	1
1.4	<b>UNION STEWARD.....</b>	2
1.5	<b>NON-INTERFERENCE CLAUSE.....</b>	2
1.6	<b>NO STRIKE – NO LOCKOUT.....</b>	2
1.7	<b>EQUAL EMPLOYMENT OPPORTUNITY.....</b>	2
1.8	<b>COPIES OF AGREEMENT.....</b>	3
1.9	<b>LAYOFF.....</b>	3
1.10	<b>UNION-MANAGEMENT COMMITTEE.....</b>	3
1.11	<b>GENDER CLAUSE.....</b>	3
<b>ARTICLE II – CLASSIFICATIONS, WAGE RATES, OVERTIME RATES AND WORKING RULES.....</b>		3
2.1	<b>WAGE RATES.....</b>	3
2.2	<b>PROGRESSION RATES.....</b>	4
2.3	<b>TEMPORARY EMPLOYEES.....</b>	5
2.4	<b>APPRENTICESHIPS.....</b>	7
2.5	<b>HOURS OF WORK.....</b>	7
2.6	<b>OVERTIME.....</b>	9
2.7	<b>EMERGENCY WORK.....</b>	9
2.8	<b>INSTRUCTION PREMIUM.....</b>	9
2.9	<b>OVERTIME PAY FOR SALARIED EMPLOYEES.....</b>	10

2.10	GROUP LEADER.....	10
2.11	ACTING SUPERVISOR AND ACTING FOREMAN.....	10
2.12	WASH AND DRESS PERIOD.....	10
2.13	TOOL REPLACEMENT.....	10
2.14	FUNERAL ALLOWANCE.....	11
2.15	JURY DUTY.....	11
2.16	STATE SERVICE.....	11
2.17	LEAVE OF ABSENCE.....	11
2.18	UNION LEAVE.....	12
2.19	TEST SCORES.....	12
2.20	DRUG AND ALCOHOL TESTING, EMPLOYEE ASSISTANCE PROGRAM.....	12
2.21	FOREMAN ISSUE.....	12
2.22	PROBATIONARY PERIOD.....	12
2.23	PROMOTIONS.....	12
2.24	ASSIGNMENT TO AREA 336.....	12
2.25	LAYOFF AND RECALL.....	13
2.26	BREAKING SENIORITY.....	14
2.27	SENIORITY.....	14
2.28	BUS WHEELCHAIR LIFE MAINTENANCE PREMIUM.....	14
2.29	PAYCHECKS.....	14
2.30	REEMPLOYMENT OF FURLOUGHED EMPLOYEES WHO HAVE BEEN IN THE UNITED STATES MILITARY SERVICE OR FURLOUGHED INJURED EMPLOYEES.....	15
2.31	TRAINING.....	15
	<b>ARTICLE III – HOLIDAYS.....</b>	<b>15</b>
3.1	PAID HOLIDAYS.....	15
3.2	HOLIDAY WAITING PERIOD.....	16

3.3	MARTIN LUTHER KING, JR. HOLIDAY.....	16
3.4	VETERANS DAY HOLIDAY.....	16
3.5	SICKNESS BENEFITS INTERACTION.....	16
3.6	VACATION PERIOD CONFLICT.....	16
3.7	PAY BASIS.....	16
3.8	HOLIDAY ELIGIBILITY.....	16
	<b>ARTICLE IV – VACATIONS.....</b>	<b>17</b>
4.1	VACATION PLAN REQUIREMENT.....	17
4.2	VACATION ENTITLEMENT.....	17
4.3	VACATION PICK.....	17
4.4	NON-CUMULATIVE VACATION.....	17
4.5	BREAKS IN SERVICE.....	18
4.6	200 DAY REQUIREMENT.....	18
4.7	PAY BASIS.....	18
4.8	VACATION FORMULA.....	18
4.9	PRORATION FORMULA.....	19
4.10	ALLOWANCES IN LIEU OF EARNED VACATION, TERMINATION OF EMPLOYMENT OR SICKNESS.....	20
4.11	ALLOWANCE IN LIEU OF EARNED VACATION, DEATH.....	20
4.12	PRO-RATED ALLOWANCE, MILITARY SERVICE, RETIREMENT OR DEATH.....	20
4.13	RANDOM VACATION DAYS.....	20
4.14	VACATION PAY ADVANCE.....	21
4.15	VOLUNTARY UNPAID TIME OFF.....	21
	<b>ARTICLE V – INSURANCE AND SICKNESS BENEFITS.....</b>	<b>21</b>
5.1	COVERAGE.....	21
5.2	LIFE.....	21
5.3	ACCIDENT AND SICKNESS.....	22

5.4(A) COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS.....	22
5.4(B) SUPPLEMENTAL ACCIDENT BENEFITS.....	25
5.4(D) MAIL ORDER PLAN.....	26
5.4(E) EMPLOYEE PREMIUM DEDUCTION – PPO.....	26
5.5(A) DENTAL PLAN.....	28
5.5(B) CASH DEDUCTIBLE.....	29
5.5(C) PREVENTIVE SERVICES AND SUPPLIES.....	29
5.5(D) DIAGNOSTIC AND THERAPEUTIC SERVICES.....	30
5.5(E) RESTORATIVE SERVICES AND SUPPLIES.....	30
5.5(F) PROSTHETIC SERVICES AND SUPPLIES.....	30
5.5(G) NOT COVERED.....	31
5.6 VISION CARE PLAN.....	31
5.7(A) HEALTH MAINTENANCE ORGANIZATIONS – (HMOs).....	31
5.7(B) EMPLOYEE PREMIUM DEDUCTIONS – (HMOs).....	33
5.8 DENTAL MAINTENANCE ORGANIZATIONS – (DMOs).....	33
5.9 PRE-TAX EMPLOYEE CONTRIBUTIONS.....	33
5.10 DEPENDENTS.....	33
5.11 ACTIVE EMPLOYMENT REQUIREMENT.....	34
5.12 TERMINATION OF INSURANCE.....	34
5.13 PLACING OF INSURANCE.....	34
5.14 7-DAY SICK PAY.....	34
5.15 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT.....	35
5.16 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM.....	35
5.17 THIRD PHYSICIAN DETERMINATION.....	35
5.18 RULES.....	35
5.19 SUBROGATION.....	35

<b>ARTICLE VI – RETIREMENT AND DISABILITY ALLOWANCE.....</b>	<b>35</b>
<b>ARTICLE VII – RETIREE HEALTH CARE TRUST.....</b>	<b>36</b>
<b>ARTICLE VIII – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS.....</b>	<b>36</b>
8.1    PURPOSE.....	36
8.2    GRIEVANCE.....	36
8.3    PROCEDURE.....	36
8.4    ARBITRATION.....	37
8.5    THE SELECTION OF THE ARBITRATOR.....	37
8.6    DECISION.....	37
8.7    TIME LIMITS.....	37
8.8    EXPENSES.....	37
8.9    DISCHARGE CASES.....	37
<b>ARTICLE IX – TERM OF AGREEMENT.....</b>	<b>37</b>
9.1    TERM OF AGREEMENT.....	37
9.2    SOLE AGREEMENT.....	38
<b>SIGNATURE PAGE.....</b>	<b>39</b>

## ATTACHMENTS

<u>SECTION</u>		<u>PAGE</u>
Attachment A:	Fair Share Memorandum of Understanding	A-1
Attachment B:	Reserved	B-1
Attachment C:	Affirmative Action	C-1
Attachment D:	Wage Rate Schedules	D-1
Attachment E:	Apprentice Selection	E-1
Attachment F:	Reserved	F-1
Attachment G:	Drug and Alcohol Testing Agreement	
	• Safety Sensitive	G-1
	• Non-Safety Sensitive*	G-1
Attachment H:	Employee Assistance Program	H-1
	A. Services	H-1
	B. Participation	H-2
	1. Volunteers	H-2
	2. First Time Rule Violators	H-2
	3. Independent Treatment Services	H-3
	C. Treatment Programs	H-3
	D. Restrictions	H-7
	E.1 Return to Former Classification	H-7
	E.2 EAP Participants who do not Desire to Return to Former Safety Sensitive Position	H-8
	F. Bridging of the Work Record	H-9
	G. Program Adherence	H-9
	H. Administration of the Employee Assistance Program	H-11
	I. Hiring of Former Part-Time Employees	H-11
	J. Effective Date	H-11
	K. Grievance/Arbitration Procedure	H-11
	Attachment H Appendix	H-12

## EXHIBITS

Exhibit A – Sole Agreements

I

\* Attachment G, Non-Safety Sensitive Policy is subject to revision

THIS AGREEMENT, made and executed in duplicate as of the 1st day of January, 2012 by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter the "Authority"), and THE AUTOMOBILE MECHANICS, LOCAL UNION NO. 701, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (hereinafter, the "Union"),

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 Article II, Section I and Attachment D, excluding Superintendents, Assistant Superintendents Supervisors, Assistant Supervisors, Foremen, Assistant Foremen except the Bus and Truck Mechanic Foreman, Assistant Bus and Truck Mechanic Foremen and Acting Bus and Truck Mechanics Foremen specified above, and all other supervisory employees 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 said Authority and in said department, respectively, in classifications other than above specifically set forth. It is expressly understood and agreed that the terms and provisions of this Agreement shall not cover any employee for whom any other labor organization is the proper bargaining agent.

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

**1.3 CHECKOFF.** The Authority, for the duration of this Agreement between the parties, agrees to deduct monthly from the pay of each employee member of the Union covered by this Agreement the Union dues for the following month. The Authority further agrees, upon receipt of notice in writing from the Union, to deduct the amount or amounts of such fines and assessments of any kind as may be levied by the Union against any employee member of the Union covered by this Agreement from the pay of such employee, and also the initiation fee of any new employee member of the Union covered by this Agreement. The Authority agrees to remit the deduction for dues once each month and all other deductions promptly to the proper officer of the Union.

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 STEWARD. It is understood and agreed that there shall be a shop steward for each of the shops of the Authority covered by this Agreement and when in doubt of a worker's credentials, he shall be allowed to investigate same, providing it does not interfere with the regular work of such steward or worker.

It shall be the duty of said shop steward to assist in carrying out the terms and provisions of this Agreement, including the right to adjust grievances and complaints and prevent violations of the Agreement by an employee covered by this Agreement.

Shop stewards shall have no authority to act as representatives of the Union, except as stated above, and shall have no authority to act as representatives of the Union when causing or attempting to cause strikes, stoppages, slow-downs, or violations of the Agreement.

It is understood and agreed that authorized representatives of the Union having proper credentials shall be permitted to visit the shops during working hours after first receiving permission from the Authority.

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. The Authority will not discriminate against any employee because of his membership in the Union or because he is serving as a representative of the Union. Where an employee feels he has been unfairly dealt with, he may resort to the grievance procedure.

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

1.6 NO STRIKE - NO LOCKOUT. The Union undertakes and agrees that it will not countenance or permit suspension of work or strikes by employees covered by this Agreement and that such employees will not suspend their regular work or fail to perform their regular duties to and for the Authority or engage in any sympathetic strike while in the employ of the Authority during the term of this Agreement. The Authority likewise agrees that it will not lock out the employees covered by this Agreement while they are in the employ of the Authority during the term of this Agreement or any extension thereof.

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 and that ability, with consideration of

seniority, shall apply to any promotion of employees in the classifications covered by this Agreement (see also, Attachment C, attached hereto and incorporated by reference herein).

**1.8 COPIES OF AGREEMENT.** The Authority will provide the Union with six (6) copies of this Agreement after its approval by all parties.

**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. Seniority will be determined by the date the full-time CTA employee entered into the bargaining unit.

**1.10 UNION-MANAGEMENT COMMITTEE.** The parties agree to form a joint labor management committee composed of four representatives of the CTA and four from the Union to study the issue of a four day work week.

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. 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 GENDER CLAUSE.** Whenever in this Agreement, "he, him, his or related pronouns" appear either as words or parts of words, they have been used for literary purpose. It shall be interpreted to apply to all individuals bound by this Agreement.

## **ARTICLE II – CLASSIFICATIONS, WAGE RATES, OVERTIME RATES AND WORKING RULES**

### **2.1 WAGE RATES.**

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

B. The wage 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.

C. Effective January 1, 2012, employees covered by this Agreement 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.

D. Effective on July 1 of each year of this Agreement beginning in 2011 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.

The prevailing wage determination for Bus & Truck Mechanic job classification will be "Machinist" as listed in the Illinois Department of Labor Cook County prevailing wage listing and that the current age rate for that classification as of January 1, 2012 is \$\_\_\_\_\_.

Notwithstanding the foregoing,

1. Effective January 1, 2011, Bus & Truck Mechanic Foreman will receive \$2.00 per hour over the prevailing wage rate of the Bus & Truck Mechanic;
2. Effective January 1, 2011, Bus & Truck Mechanic Assistant Foreman, Acting Bus and Truck Mechanics Foremen, Bus & Truck specialist, and Bus and Truck Mechanic Helper will have their hourly rates increased by three and one-half percent (3.50%);
3. Effective January 1, 2011, Bus & Truck Mechanic Apprentice, Mechanical Unit Assembler and Mechanical Unit Preparer shall receive the percentage of the Bus & Truck Mechanic prevailing rate in accordance with Section 2.2 of the wage and working conditions agreement.

## 2.2 PROGRESSION RATES.

A. All employees hired by the Authority or transferring into the bargaining unit as apprentices shall be paid in accordance with the following percentage progression scale applied to the actual rate of "J Journeyman" during the first forty-eight (48) months of employment in the bargaining unit:

First	12 months	65% of the actual paid rate for Journeyman
Second	12 months	70% of the actual paid rate for Journeyman
Third	12 months	80% of the actual paid rate for Journeyman
Fourth	12 months	85% of the actual paid rate for Journeyman
Thereafter		100% of the actual paid rate for Journeyman

B. All Employees hired in the below listed job classifications by the Authority or transferring into the bargaining unit shall be paid in accordance with the following progression scale:

(1) Job Classification – Mechanical Unit Preparer

1 <sup>st</sup>	6 months	65% of the actual paid rate for Journeyman
2 <sup>nd</sup>	6 months	68% of the actual paid rate for Journeyman
3 <sup>rd</sup>	6 months	70% of the actual paid rate for Journeyman
Thereafter		75% of the actual paid rate for Journeyman

(2) Job Classification – Mechanical Unit Assembler

1 <sup>st</sup>	6 months	75% of the actual paid rate for Journeyman
2 <sup>nd</sup>	6 months	80% of the actual paid rate for Journeyman
3 <sup>rd</sup>	6 months	85% of the actual paid rate for Journeyman
Thereafter		90% of the actual paid rate for Journeyman

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

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

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

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

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

3. In making referrals, the Union shall not discriminate against any member of a protected minority or gender, and shall not reject any applicant for referral submitted to it by

any source if the applicant meets non-discriminatory Union standards uniformly applied to all applicants.

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

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

D. 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. Temporary employees may not work more than 40 hours per week, Monday through Friday. No temporary employees will be assigned to work any "shift work" until all qualified full-time employees in that group have been offered the opportunity to perform the shift work.

H. The Authority will be permitted to utilize temporary employees for a period of up to a maximum of six (6) months, at which time, the situation would be reviewed between the Authority and the Union as to whether the temporary employee will be permitted to continue as a temporary employee. Temporary employees who work more than six (6) consecutive months will be considered to be full-time employees with all rights and benefits accruing thereto.

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

J. 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.

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

L. 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.

M. Temporary employees may be allowed first preference in bidding on permanent vacancies in the Union, provided, however, that the contractual provisions with respect to Apprentices and "Helper" classifications will remain unchanged. It is further understood that the present procedure regarding employees transferring from one work location to another will not be changed by this provision.

N. 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 APPRENTICESHIPS.

A. The Authority shall have the right to employ one (1) apprentice for every four (4) Bus & Truck Mechanics. The apprenticeship shall be for four (4) years, with a wage scale as specified above. An Apprentice who has completed forty-two (42) months or more in his classification may be promoted to "Journeyman" should a vacancy exist in the classification of "Journeyman."

B. A provision concerning Apprentice Selection for the period beginning January 1, 1996 is attached hereto as Attachment E and is incorporated by reference herein.

#### 2.5 HOURS OF WORK.

A. Bus and Rail Shops. The hours of the regular work day for all employees at the Bus Shop (South Shops) and the Rail Vehicle Shop (Skokie Shops) shall begin between 0600 and 0700 hours, Monday through Friday. The regular work schedule shall be eight and one-half (8 1/2) hours from the starting time through the scheduled quitting time with one-half ( $\frac{1}{2}$ ) hour for unpaid lunch. Time and one-half (1  $\frac{1}{2}$ ) the straight time hourly rate shall be paid for all time worked in excess of eight (8) hours per day from Monday through Friday up to 2130 hours and for all time worked on Saturday for the first right (8) hours of the work shift. Time and one-half (1  $\frac{1}{2}$ ) time shall be paid for all time worked after 2130 hours on Monday through Friday when such work is done by day shift, and for all time worked in excess of eight (8) on Saturday. All overtime shall be paid at time and one-half in lieu of double time, except double time shall be paid on Holidays and emergency Call Out. There shall be no duplication of overtime.

B. Shift Work. The authority shall have the right to schedule shifts beginning at any time, Monday through Friday, inclusive.

The work day of such shifts shall be eight and one-half (8 1/2) hours from the scheduled starting time through the scheduled quitting time with one-half ( $\frac{1}{2}$ ) hour for unpaid lunch. The starting time for such shifts shall be the same each day of the week. Shifts scheduled to start at or after 2200 shall constitute the next day's shift.

C. Tuesday through Saturday Work Week. All employees hired on or after January 1, 2002, will be required at the option of the Authority with thirty (30) days written notice given to the Union and the Employee to work six (6) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday workweek at Straight Time with two (2) consecutive days off.

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

D. 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.

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

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

#### 2.6 OVERTIME.

A. The Authority will make every reasonable effort to distribute overtime work equally among employees in their respective classifications and departments in accordance with seniority. The Authority agrees to give the employees concerned as much notice of scheduled overtime work as is reasonably possible. The Authority further agrees to make available to the Union a record of such overtime work for examination by the Union representatives.

Should an employee refuse to work an overtime assignment, he shall be charged, for overtime record purposes, the time worked by other employees to complete the overtime assignment.

B. 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.

#### 2.7 EMERGENCY WORK.

A. When an employee is called out for emergency work, he shall be paid no less than a minimum of two (2) hours at the applicable overtime rate of his regular permanent classified rate; except that, when emergency work runs into the normal work day period, the rate of pay during the regular work period shall be at the employee's straight time rate.

B. When an off-duty foreman is called and asked to call out three (3) or more employees to perform emergency work, he shall be compensated one (1) hour at the applicable overtime rate.

C. Emergency call out is defined as follows:

1. When an employee has ended his/her workday and is called back to work after the termination of that workday and prior to the start of his/her next regular scheduled workday; or
2. Saturday and Sunday work when the employee has not been notified to work at least four (4) hours from the start of the shift on the preceding Friday.

D. Extending an employee's shift shall not constitute an emergency call out.

2.8 INSTRUCTION PREMIUM. Craft Journeymen or Journeymen Leaders will be paid \$2.00 while conducting formal class instruction for craft apprentices or other craft classified

personnel for four (4) hours or less and \$4.00 for more than four (4) hours in one (1) day. The maximum compensation in any one (1) day shall be \$4.00.

**2.9 OVERTIME PAY FOR SALARIED EMPLOYEES.** Overtime pay for all salaried employees in this unit, who are paid on a bi-weekly basis, shall be computed by multiplying the monthly rate by twelve and dividing the result by  $52 \times 40$  and then multiplying the result by the applicable overtime rate.

**2.10 GROUP LEADER.** Each employee assigned as Bus & Truck Mechanic Leader of a working group shall, while working in and with such group, receive twenty cents (\$.20) per hour in excess of the classified rate for Bus & Truck Mechanic. The need for employees in the classifications of Group Leader will be determined by the Authority. An employee assigned as a Group Leader of a working group will be paid the applicable Group Leader rate, while working in and with such group, for four (4) or more hours of a regular work day.

**2.11 ACTING SUPERVISOR AND ACTING FOREMAN.**

A. Bus & Truck Mechanic Foremen, when assigned to the position of Acting Supervisor and while working in such capacity, shall receive fifty cents (\$.50) per hour in excess of the classified rate for Bus & Truck Mechanic Foreman. The assignment of a foreman to a classification of Acting Supervisor shall be determined by the Authority.

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

C. If an employee assigned as an Acting Foreman remains assigned to that position for a period exceeding ninety (90) consecutive calendar days, the employee will be compensated at the rate of the Foreman he or she is replacing for the ninety-first (91<sup>st</sup>) and subsequent consecutive days of work in the Acting foreman position. The employee's assignment, however, will still be that an Acting Foreman during any such period and the employee will return to his or her regular duties and rate of pay when the permanent foreman returns to the position.

**2.12 WASH AND DRESS PERIOD.** Employees shall be allowed a period of ten (10) minutes with pay to wash and dress immediately prior to the completion of a day's work.

**2.13 TOOL REPLACEMENT.** The Authority shall be responsible for replacing an employee's personal tools, which he is required by the Authority to furnish for himself, if such personal tools are lost due to proven theft or by fire. This responsibility shall be limited to proven theft or loss by fire of a complete set of tools or a major portion thereof in excess of \$50.00. This is not a \$50.00 deductible clause. The Authority's liability shall not, however, exceed the actual cost of the tools stolen or lost by fire. Employees shall cooperate in safeguarding their personal tools.

For employees to be covered under this Section, it is understood that each employee must furnish the Authority with a complete inventory of his personal tools, which he is required by the Authority to furnish for himself, subject to verification by the Authority and must keep such inventory current. The employee shall retain a copy of such inventory for his own protection.

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

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

Hourly rated 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 vacation, leaves of absence or periods when sick benefits occur. No pay allowance shall be granted in a case when, because of distance or other cause, the employee does not attend the funeral.

**2.15 JURY DUTY.** An employee must present the Notice of Jury Service to his immediate supervisor prior to the date of appearing for jury duty. Hourly rated employees forced off work due to being summoned for jury duty will be paid by the Authority the amount they would have earned less the fee received for jury service. The payment by the Authority will be issued on the employee's regular pay day. The employee must furnish the Authority the form provided by the Jury Commission indicating days served on jury on the first work day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within 14 working days, the compensation provided by the Authority shall be deducted from his next regular pay check. An overpayment of compensation paid by the Authority resulting from days excused from jury service will be deducted from the employee's regular pay check. No employee will perform work on a day when he has reported for jury duty, except in cases of emergency. When an employee serves on the jury on a scheduled day off, the jury allowance shall not be paid. No jury duty allowance will be paid to an employee absent from work due to sickness or injury, during an employee's vacation period or on days excused by the Jury Commission. The employee will retain transportation fees provided by the Jury Commission.

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

**2.17 LEAVE OF ABSENCE.** Leave of absence shall be granted for reasons other than illness or injury, except for self-employment or employment elsewhere, for a period not to exceed 60 days, upon application of the employee and approval of the Authority. This leave may be granted in cases where the employee can be excused from work and there are employees available capable of doing his work. Extensions of such leave may not be authorized unless justified by unusual occurrences. Company service credit shall continue and accumulate during periods covered by an approved leave of absence.

2.18 UNION LEAVE. 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.

2.19 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.

2.20 DRUG AND ALCOHOL TESTING, EMPLOYEE ASSISTANCE PROGRAM. The parties agree to be bound by the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees, effective August 7, 2002 and Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees, effective January 1, 2002 (except as supplemented, modified and/or revised by Federal Transit Administration regulations) and the Employee Assistance Program Agreement attached hereto and incorporated herein as Attachments G and H.

2.21 FOREMAN ISSUE. The issue of whether or not the classification of Foreman will be within the jurisdiction of the bargaining unit of each union comprising the Metal Trades Council and, if so, to what extent, will be submitted to interest arbitration.

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

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

2.23 PROMOTIONS. Promotions within bargaining unit classifications shall be first by department and shall be based upon seniority, ability and qualifications; abilities and qualifications being equal, seniority shall prevail.

2.24 ASSIGNMENT TO AREA 336. Assignment of Local 701 Bus and Truck mechanics to Area 336 shall be determined by posting and bidding of declared vacant positions.

Area 336 is understood to be System maintenance Support, Non-Revenue Fleet Maintenance and Repair.

Selection of applicants shall be determined by interview, experience and examination of qualifications by the General Manager System Maintenance Support or his designee, a Manager or Senior Coordinator and a Local 701 Business Agent/Representative or his designee. The posting shall include the job requirements and qualification s as determined by the Authority and shall be made available to all 701 Bus and Truck mechanics at least thirty (30) calendar days prior to the start of such interview process. Bidding will close fifteen (15) calendar days prior to the start of such interview process. Determinations shall be made within forty-five (45) calendar days of bid closing. Provided fitness and ability are equal, the individual with the most seniority will be selected; however, if no applicant is qualified, the authority is free to select an individual to fill the assignment from any available source. All applicants will be advised in writing whether or not they were selected to fill the assignment. An employee who has been selected for an assignment to Area 336 may ask to return to his former assignment within fifteen (15) working days after commencing work on the new assignment. An employee who has been selected to an assignment to Area 336 in accordance with the process set forth herein may be returned to his former assignment within fifteen (15) working days by the Authority of the employee does not satisfactorily perform the assignment.\*

\* This process may not occur more than twice.

**2.25 LAYOFF AND RECALL.** In accordance with Section 1.9, Layoff, layoffs of employees because of lack of work and/or lack of funds and rehiring shall be made as follows:

1. Employees who have not established bargaining unit seniority on the types of work covered hereunder shall be laid off first.
2. Thereafter, employees shall be laid off within the classification in the inverse order os such established bargaining unit seniority.
3. When adding to the force, those having established bargaining unit 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.
4. Should an employee, who has established bargaining unit 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.
5. 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 1<sup>st</sup> of the year under consideration.

**2.26 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) consecutive 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.

**2.27 SENIORITY.** Except as otherwise provided by law and statute, seniority is the length of time an employee of the Authority has been continuously working at the Authority in the bargaining unit as defined in Article I, Section 1.1, Article II and Attachment D of this Agreement.

**2.28 BUS WHEELCHAIR LIFE MAINTENANCE PREMIUM.** Bus and Truck Mechanics who have been trained in and assigned to the duties of bus wheelchair life maintenance and repair will receive a premium of twenty-five cents (\$.25) per hour for each hour or portion thereof that they are engaged in the performance of such specialized duties.

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

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

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

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

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

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

**2.30 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 regulations and statutes controlling such military service and rights.

1. Any regular employee covered by this Agreement who receives a compensable injury while on military 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 such 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 the Union to suspend or alter the seniority provisions of this Agreement with respect to such employee or employees.

**2.31 TRAINING.** A Union-Management Committee will be established consisting of six (60 individuals: three (3) representatives appointed by Local 701, and three (3) appointed by the Authority, with full right of substitution, will meet and confer on issues of mutual concern, such as training existing employees. A renewed emphasis must be placed on training to improve and update skill levels of employees especially in technological changes. The committee may also discuss matters of mutual concern except for grievances and negotiating changes to this Agreement.

**ARTICLE III - HOLIDAYS**

**3.1 PAID HOLIDAYS.** For all employees covered by this Agreement, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day or days celebrated for such holidays will be paid holidays. Employees who 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 at their regular permanent classified rate, provided they would have been scheduled to work and would have worked had it not been a holiday, and provided that they shall not have been absent from their scheduled duties without good cause or excuse the day preceding and the day following such holidays. If any of the paid holidays fall on Saturday, it shall be celebrated on Friday.

In addition to the foregoing, all employees covered by this Agreement shall receive one (1) paid personal day which shall be treated as a holiday under the terms of this Agreement, and which may be selected on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with

supporting documentation provided by the employee, except where permission is granted by the foreman. All work performed by an employee on a scheduled personal day shall be paid at double time.

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

**3.3 MARTIN LUTHER KING, JR. HOLIDAY.** Employees who have more than one year of continuous service with the Authority, as of the applicable December 1st, will be eligible for a 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.

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

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

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

**3.6 VACATION PERIOD CONFLICT.** When a holiday falls within a vacation period, the employee must take the holiday the last scheduled work day before vacation or the first scheduled work day after vacation.

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

**3.8 HOLIDAY ELIGIBILITY.** An employee will be eligible to receive holiday pay, who, on the day before the holiday:

1. Was on, or placed on, layoff status because of lack of work (subject to subparagraph asterisked below); or

2. Was placed on leave of absence approved by the Authority; or
3. Was on, or placed on a disciplinary suspension (subject to subparagraph asterisked below); or
4. Had been absent from work for a period not exceeding 26 consecutive weeks because of an illness or injury.

\* In the case of an employee on layoff because of lack of work or on a disciplinary suspension, if the holiday falls within ten (10) days following the layoff or suspension and the employee is recalled or returns to work during the same ten (10) day period, the employee shall receive, in the week in which he returns to work, an extra day's pay for such holiday. The amount received shall not be considered as hours worked for overtime purposes. If such employee is not recalled or does not return to work within the ten (10) day period, he is not entitled to the holiday pay.

#### ARTICLE IV – VACATIONS

**4.1 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.

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

**4.3 VACATION PICK.** The Authority will endeavor to allow up to 15% of the bargaining unit to schedule vacations on a weekly basis provided 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 31<sup>st</sup> of each year.

Vacations 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.

**4.4 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, except as provided below:

An employee entitled to more than three (3) weeks' vacation shall have the right to advise the Authority in writing at least forty-five (45) days prior to the date on which the vacation selection process is scheduled to begin that the employee elects to receive pay and not take time off (in weekly increments) for all or a portion of vacation earned in excess of three (3) weeks. If an employee so elects, the vacation pay for the vacation week or weeks the employee opts to work shall be paid to the employee the first full pay day after June 1<sup>st</sup> of the vacation plan year.

**4.5 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, which in the aggregate exceeds three years, he may still qualify for a 3 weeks', 4 weeks', 5 weeks', 6 weeks' or 7 weeks' vacation, provided his continuous service less any broken service, as above defined, in excess of 3 years, equals or exceeds 5 years, 10 years, 20 years, 30 years or 39 years as the case may be. (See also Section 4.8)

**4.6 200 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.

**4.7 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.

#### **4.8 VACATION FORMULA.**

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

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

35 years but less than 37 years	33 consecutive days	264 hours
37 years but less than 39 years	34 consecutive days	272 hours
39 years or more	35 consecutive days	280 hours

B. All employees hired after January 1, 2002 and in the continuous service of the Authority as of June 1<sup>st</sup> 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

**4.9 PRORATION FORMULA.** Employees in the continuous service of the Authority as of June 1<sup>st</sup> 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
	200 Full Vacation Requirement
	.500 Vacation Multiplier
Multiply by	30 Days Vac. Allowance for Employees w/30 yrs. Service
	.500 Vacation Multiplier
	15.0 Vacation Allowance in Work Days

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

<u>Minimum Calendar Days in Service</u>	<u>Days Worked</u>	<u>Vacation Allowance In Working Days with Eight (8) Hours Pay Per Day</u>
73	0 to less than 40	0
146	40 to less than 80	1
	80 to less than 120	2

219	120 to less than 160	3
292	160 to less than 200	4
365	200 Plus	5

**4.10 ALLOWANCES 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 1, 2, 3, 4, 5, 6 or 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.

**4.11 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.

**4.12 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.

**4.13 RANDOM VACATION DAYS.** The following procedure will be utilized regarding Random Vacation Days:

1. Those employees who are eligible for two (2) or more complete weeks may elect to pick one of those weeks on a random day basis.
2. Those employees who are eligible for three (3) or more complete weeks of vacation may elect to pick two of these weeks on a random day basis.
3. The Authority will establish quotas in accordance with manpower availability and past practice.
4. The option to select one or two weeks of vacation as random vacation days must be declared at the time of the regular vacation pick. Random days may be selected at a later time on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman..

5. Once selected, random days may not be changed without permission of the Authority.
6. All unused random vacation days of the VPY must be selected by April 15th and used prior to May 31st.
7. Random days may not accumulate into the next VPY.
8. Those random days not taken by the end of the VPY will be lost to the affected employee.
9. Random days will take precedence over an employee's request for a day off. An employee who takes a requested day off will have such day charged against any random vacation days or floating holidays he may have remaining.

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

**4.15 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-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.

## ARTICLE V – INSURANCE AND SICKNESS BENEFITS

**5.1 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.

**5.2 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.

**5.3 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. The CTA agrees to allow payroll deductions for premiums of supplemental disability insurance purchased by employees from a single vendor selected by the Locals through a competitive bidding process. The Locals shall receive no compensation from the Vendor, under the seven (7) day sick pay benefit.

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

Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy,

because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing 80% of full payment of the usual and customary cost of a semi-private hospital room; 80% of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); 80% of full payment for usual and customary cost of emergency hospital out-patient services incurred within 72 hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but not in excess of (a) 80% of usual and customary charges for one visit; (b) one (1) visit in any one (1) day; (c) 365 visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a) treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at 80% of usual and customary charges. In the event the employee or dependent fails to comply with the Utilization Review Program, the above coverage will be provided on a reduced basis equal to 80% of the otherwise reimbursable expense. (For example, if the plan pays 80% of usual and customary charges, the plan will pay 80% of 80% = 64% of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at 100% of usual and customary charges after the deductible, if such services are provided by a PPO network physician and at a PPO network hospital selected from a listing maintained by the Benefit Services Department. Subject to meeting the requirements of the Utilization Review Program described above, emergency comprehensive medical benefits will be paid at 100% of usual and customary charges after the deductible if provided by a PPO network hospital or if the emergency care results in a hospital admission, or at 80% of usual and customary charges if provided by a non-PPO network hospital or if the emergency care does not result in a hospital admission. Comprehensive major medical expense benefits provide up to a lifetime maximum of \$1,000,000.00 after a \$100.00 employee calendar year deductible. The \$200.00 family calendar year deductible may be satisfied by any family combination which in aggregate equals \$200.00 excluding costs incurred under the CTA Group Dental Plan. The percentage payable is 80% for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is 100% for out-patient hospital pre-admission testing and outpatient surgery provided by network physicians at network facilities. Second surgical opinions, well baby and neonatal care are paid at 100%. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is \$1,200.00 for employees and \$2,400.00 for families. Inpatient and outpatient psychiatric benefits include treatment for mental and nervous conditions and alcohol and substance abuse; the lifetime maximum benefit is \$25,000.00. Inpatient psychiatric services are treated as any other condition and are subject to the use of network physicians and hospitals and the Utilization Review Program. Outpatient psychiatric

services are paid at 80% of usual and customary charges to a maximum of 30 visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

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

#### PPO Plan Design

##### BC BS PPO

###### Option 1 Plan

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

###### Option 2 Plan

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

###### Option 3 Plan

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

###### Opt Out Option

CTA will buy back benefits at \$950/year per eligible active employee. Eligibility requires proof of alternative coverage. The \$950 will be paid on a pro-rata basis each month during the year with payments reflected as a separate item on employees' payroll checks. An

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

**5.4(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.

**5.4(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.

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

**5.4(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 after April 30, 2013:**

(a) **ELIGIBILITY.** Effective May 1, 2013, active full-time permanent employees of the CTA and their dependents shall be eligible for healthcare coverage as set forth herein. Dependents of an employee eligible for enrollment are defined in Section 5.10. Certified documentation for each dependent enrolled in a plan must be submitted to the CTA.

(b) **COMMENCEMENT OF COVERAGE.** Coverage shall begin under the plan after a full-time permanent employee has been actively at work for three (3) months.

(c) **PROGRAM CHOICES, PAYMENTS AND CONTRIBUTION LEVELS.** The CTA Healthcare program offers employees the ability to select from a variety of plans. This section addresses the PPO options. Section 5.7 addresses the HMO options.

PPO Option 1 (100% Plan)	In-Network	Out-of-Network
<u>Effective Date</u>	Coverage effective 5/1/2013 This plan will be discontinued on 12/31/2013.	
<u>Annual Deductible (Individual / Family)</u>	\$250/\$500	\$500/\$1,000
<u>Annual Out-of-Pocket Limit* (Individual/Family)</u>	Not applicable	\$1,500/\$3,000

<u>Plan Payment Level</u>	100%	80% of U&C
<u>Emergency Room Services (Waived if Admitted)</u>	\$100 copay / visit (Certification required)	
<u>Office Visits (After Deductible)</u>	100%	\$25 copay, then 80% of U&C
<u>Wellness Services (as required under PPACA)</u>	100%, not subject to deductible	Not Covered
<u>Prescription Drugs – Retail (30-Day Supply)</u>	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35	Not Covered
<u>Prescription Drugs – Mail Order (90-Day Supply)</u>	2 X Retail Copayment	Not Covered
<u>Lifetime Maximum</u>	None	
<u>Monthly Employee Contributions (Individual/Family)</u>	5/1/13: \$110/\$220	
<b>PPG Option 2 (90% Plan)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<u>Effective Date</u>	Coverage effective 5/1/2013	
<u>Annual Deductible (Individual / Family)</u>	\$350/\$700	\$1,000/\$2,000
<u>Annual Out-of-Pocket Limit*</u> (Individual/Family)	\$1,000/\$2,000	\$2,000/\$4,000
<u>Plan Payment Level</u>	90%	70% of U&C
<u>Emergency Room Services (Waived if Admitted)</u>	\$100 copay / visit (Certification required)	
<u>Office Visits (After Deductible)</u>	90%	\$25 copay/visit, then 70% of U&C
<u>Wellness Services (as required under PPACA)</u>	100%, not subject to deductible	Not Covered
<u>Prescription Drugs – Retail (30-Day Supply)</u>	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35	Not Covered
<u>Prescription Drugs – Mail Order (90-Day Supply)</u>	2 X Retail Copayment	Not Covered
<u>Lifetime Maximum</u>	None	
<u>Monthly Employee Contributions (Individual/Family)</u>	5/1/13: \$78/\$158 1/1/14: \$95/\$180 1/1/15: \$105/\$195	
<b>PPG Option 3 (80% Plan)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<u>Effective Date</u>	Coverage effective 5/1/2013	
<u>Annual Deductible (Individual / Family)</u>	\$500/\$1,000	\$1,500/\$3,000
<u>Annual Out-of-Pocket Limit*</u> (Individual/Family)	\$2,500/\$5,000	\$3,000/\$6,000
<u>Plan Payment Level</u>	80%	60% of U&C
<u>Emergency Room Services (Waived if Admitted)</u>	\$100 copay / visit (Certification required)	
<u>Office Visits (After Deductible)</u>	80%	\$25 copay/visit, then 60% of U&C

<u>Wellness Services (as required under PPACA)</u>	<u>100%, not subject to deductible</u>	<u>Not Covered</u>
<u>Prescription Drugs – Retail</u>	<u>Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45</u>	<u>Not Covered</u>
<u>Prescription Drugs – Mail Order (90-Day Supply)</u>	<u>2X Retail Copayment</u>	<u>Not Covered</u>
<u>Lifetime Maximum</u>		<u>None</u>
<u>Monthly Employee Contributions (Individual/Family)</u>		<u>5/1/13: \$50/\$105 1/1/14: \$70/\$140 1/1/15: \$80/\$150</u>

\* The Annual out-of-pocket excludes co-payments, annual deductibles, and charges in excess of any Usual & Customary (U&C) charges.

#### Opt Out Option

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.

(d) PPO COVERED SERVICES. Services must be medically necessary and the employee or dependent must be under the care of a licensed physician or surgeon.

(e) EMPLOYEE PREMIUM DEDUCTION – PPO. 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.

5.5(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.

**5.5(B) CASH DEDUCTIBLE.**

(1) The amount of the individual cash deductible is \$25.00. The family cash deductible is \$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.

**5.5(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.

**5.5(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.

**5.5(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.

**5.5(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.

**5.5(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.

**5.6 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.

**5.7(A) HEALTH MAINTENANCE ORGANIZATIONS – (HMOs).** Employees will be permitted to participate in HMOs approved by the Authority and the Union, until December 31, 2013 but not thereafter.

(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
<u>Effective Date</u>	<u>Coverage effective 5/1/2013</u>	
	<u>This plan will be discontinued on 12/31/2013</u>	
<u>Annual Deductible (Individual / Family)</u>	<u>None</u>	<u>None</u>
<u>Annual Out-of-Pocket Limit*</u> (Individual/Family)	<u>None</u>	<u>None</u>
<u>Plan Payment Level</u>	<u>100%</u>	<u>100%</u>
<u>Emergency Room Services (Waived If Admitted)</u>		<u>\$15 copay / visit (Certification required)</u>
<u>Office Visits – Illness and Accident</u>	<u>\$10 copayment per visit</u>	<u>\$10 copayment per visit</u>
<u>Wellness Services (as required under PPACA)</u>	<u>100%, no copayment</u>	<u>100%, no copayment</u>
<u>Prescription Drugs – Retail (30-Day Supply)</u>	<u>Generic: \$3 Brand Formulary: \$5 Brand Non-Formulary: \$15 Self-Injectable: \$50</u>	<u>Generic: \$3 Brand Formulary: \$5 Brand Non-Formulary: \$15 Self-Injectable: \$50</u>

<u>Prescription Drugs – Mail Order (90-Day Supply)</u>	<u>2 X Retail Copayment</u>	<u>2 X Retail Copayment</u>
<u>Lifetime Maximum</u>	<u>Unlimited</u>	
<u>Monthly Employee Contributions (Individual/Family))</u>	<u>5/1/13: \$34.19/\$73.77</u>	<u>5/1/13: \$21.49/\$55.68</u>

### **Opt Out Option**

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.

**5.7(B) EMPLOYEE PREMIUM DEDUCTIONS – (HMOs).** (Effective January 1, 2012 through May 1, 2013 only): 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.

**5.8 DENTAL MAINTENANCE ORGANIZATIONS – (DMOs).** If practical, employees will be permitted to participate in DMO's 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.

**5.9 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.

**5.10 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.

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

**5.12 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.

**5.13 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.

**5.14 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.

**5.15 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.

**5.16 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM.** An agreement between the parties concerning employee participation in the Employee Assistance Program, including benefits available to eligible participants, is attached hereto as Attachment H, and is incorporated by reference herein.

**5.17 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.

**5.18 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.

**5.19 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 VI – RETIREMENT AND DISABILITY ALLOWANCE**

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

## ARTICLE VII – 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 VIII – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS

8.1 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.

8.2 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.

8.3 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 within fifteen (15) working days following the Meeting.

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

8.5 THE SELECTION OF THE ARBITRATOR. <sup>1</sup>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.

8.6 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.

8.7 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.

8.8 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.

8.9 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 IX – TERM OF AGREEMENT

9.1 TERM OF AGREEMENT. This Agreement and the provisions thereof, when signed by the proper officials of the Authority and the Union shall become operative as of the first day of January 2012 and shall remain in force until and including December 31, 2016 and shall continue in full force and effect from year to year thereafter, unless written notice is given by either party hereto to the other on or before sixty (60) days prior to December 31, 2016 or sixty (60) days prior to December 31st of any subsequent contract year, requesting that the

---

<sup>1</sup> 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."

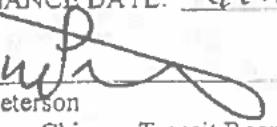
Agreement be amended or canceled. If amendment is desired, the contents of the amendment shall be submitted by either party to the other not later than sixty (60) days prior to any expiration date, and such amendment shall not become effective until the first day of January following the expiration date, provided changes mutually agreeable to the representatives of both parties may be made at any time.

Notwithstanding the foregoing, the Agreement may be reopened if the amended Authority budget submitted pursuant to Section 2.18a. of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority.

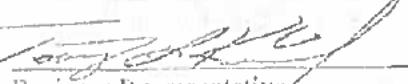
**9.2 SOLE AGREEMENT.** This written Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all prior Agreements, oral and written, between the Authority and Union and expresses all obligations of and restrictions imposed on the Authority during its term. Arrangements, 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:

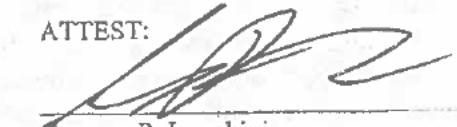
CHICAGO TRANSIT BOARD  
ORDINANCE NO. 013-46  
ORDINANCE DATE: 4/19/13

  
Terry Peterson  
Chairman, Chicago Transit Board

AUTOMOBILE MECHANICS LOCAL  
UNION NO. 701, INTERNATIONAL  
ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS

  
Business Representative

ATTEST:

  
Gregory P. Longhini  
Secretary  
Chicago Transit Board

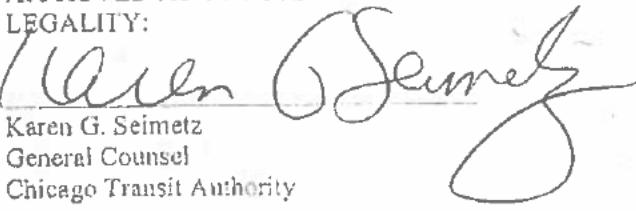
RECOMMENDED:

  
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) 444-7200

March 3, 1988

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

Dear Mr. Brown:

## Re: Affirmative Action

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

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

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

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

Very truly yours,

A handwritten signature in cursive ink that reads "James E. Marshall".

James E. Marshall  
Manager, Labor Relations

JEM/JEB:gf

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

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

**ATTACHMENT D**

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

ATTACHMENT E

APPRENTICE SELECTION

1. Apprentices will be selected in the following manner:
  - a. Employees in sub-j journeyman classifications as of March 25, 1988 will be polled within thirty days of March 25, 1988 to determine if they wish to be considered for existing or future apprentice openings in their bargaining units.
  - b. If a sub-j journeyman employee states that he or she wishes to be considered for an apprentice position in his or her bargaining unit, he or she will receive first preference for placement in openings as they occur, assuming he or she is qualified at the time of placement for the apprentice position.
  - c. This right to a preference for placement in an apprentice position will apply only to employees in sub-j journeyman positions as of March 25, 1988.
  - d. The order of selection of a preference-requesting sub-j journeyman for an open apprentice position and credit for time spent as a sub-j journeyman for the apprentice progression will be determined by separate negotiations between the Authority and the affected unions.
  - e. If an open apprentice position is not filled by a preference-requesting sub-j journeyman, the opening will be posted throughout the CTA system. For the purposes of selection of an apprentice, company seniority will govern provided ability and qualifications are equal.
  - f. In the event that an apprentice opening is not filled by the above procedures, the Authority will notify the Union that an apprentice position is available and referrals submitted by the Union will be considered with applicants from other sources.
2. Employees placed in apprentice positions from outside sources rather than transferred from another position within the Authority will be

subject to a ninety working day probationary period and will not be eligible for fringe benefits applicable to full-time permanent employees, other than those required by law, until employed for six months.

3. The details of apprenticeship programs will be separately negotiated between the Authority and each affected Union.
4. In filling apprentice positions, the Authority shall give consideration to its affirmative action goals.

**ATTACHMENT F**

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

# **ATTACHMENT G**

## **Drug and Alcohol Testing Agreement**

**Safety Sensitive**

**&**

**Non-Safety Sensitive**



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

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

## TABLE OF CONTENTS

	<u>Page</u>
I.     OVERVIEW .....	1
II.    INTRODUCTION.....	2
A.    Policy Purposes.....	2
B.    Employee and Management Responsibilities .....	3
C.    Confidentiality.....	3
III.   IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG AND ALCOHOL-FREE WORKPLACE.....	4
A.    Deterrence.....	4
1.    Fitness for Duty .....	4
2.    Reporting the Use of Prescription Drugs or "Over-the-Counter" Medication .....	5
3.    Education and Training .....	5
B.    Treatment and Rehabilitation - Employee Assistance Program ("EAP") .....	6
IV.    PROVISIONS FOR DRUG AND ALCOHOL TESTING .....	7
A.    General Conditions .....	7
1.    Persons Subject to Testing .....	7
2.    Prohibited Behavior/Drugs .....	8
3.    Prohibited Behavior/Alcohol.....	9
B.    Detection .....	10
1.    Circumstances for Testing .....	10
2.    Conduct that Constitutes a Refusal to Submit to a Test .....	16
V.     METHODOLOGY .....	18
VI.    ENFORCEMENT OF POLICY .....	19
A.    Consequences of Verified Positive Drug Test, Refusal to Submit to a Drug Test, or Other Violation of Policy.....	19
1.    Applicants for Employment.....	19
2.    Employees .....	19
B.    Consequences of Misuse of Alcohol, Refusal to Submit to an Alcohol Test, or Other Violation of Policy.....	19
C.    Union Involvement.....	20

D.	Consequences of Negative Test for Employees .....	21
E.	Dilute Specimen.....	22
VII.	GRIEVANCE-ARBITRATION PROCEDURE.....	23
VIII.	APPLICABILITY OF POLICY TO AUTHORITY CONTRACTORS.....	23
IX.	ATTACHMENT G - COLLECTIVE BARGAINING AGREEMENT.....	23
	MEMORANDUM OF UNDERSTANDING .....	23

#### **APPENDICES**

APPENDIX A:	POLICY AND PROGRAM PERSONNEL
APPENDIX B:	CONDITION OF EMPLOYEE REPORT
APPENDIX C:	DRUG AND ALCOHOL TEST NOTIFICATION
APPENDIX D:	DRUG AND ALCOHOL TEST PROTOCOL
APPENDIX E:	SAFETY-SENSITIVE POSITION TITLES

## 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 substance<sup>1</sup> 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.

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<sup>1</sup> "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:

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

The following confirmatory cutoff levels will be used:

<b>Drug</b>	<b>Cutoff Levels (ng/ml)</b>
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 supersede 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](mailto:obrown@transitchicago.com) / 312-681-2600

Drug and Alcohol Program Manager, Marie Marasovich - Human Resources  
[mmarasovich@transitchicago.com](mailto:mmarasovich@transitchicago.com) / 312-681-2223

Drug and Alcohol Program Assistant, Vetricole Coleman - Human Resources  
[vcoleman@transitchicago.com](mailto:vcoleman@transitchicago.com) / 312-681-2270

Substance Abuse Professional, Mark Ketterson - Human Resources  
[mketterson@transitchicago.com](mailto: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 =	<input type="checkbox"/> UNSURE	<input type="checkbox"/> QUESTIONABLE	<input type="checkbox"/> SURE
	WALKING =	<input type="checkbox"/> UNSTEADY	<input type="checkbox"/> QUESTIONABLE	<input type="checkbox"/> STEADY
	SPEECH =	<input type="checkbox"/> SLURRED	<input type="checkbox"/> QUESTIONABLE	<input type="checkbox"/> CLEAR
	BEHAVIOR'S =	<input type="checkbox"/> UNCOOPERATIVE	<input type="checkbox"/> QUESTIONABLE	<input type="checkbox"/> COOPERATIVE
	EYES =	<input type="checkbox"/> BLOODSHOT	<input type="checkbox"/> QUESTIONABLE	<input type="checkbox"/> CLEAR
	BODY ODOR =	<input type="checkbox"/> STRONG	<input type="checkbox"/> WEAK	<input type="checkbox"/> NONE
QUESTIONS TO EMPLOYEE	Are you ill or injured? Yes <input type="checkbox"/> No <input type="checkbox"/>			
	Explain the reason for your physical condition:			
	<hr/> <hr/> <hr/>			
TEST INFORMATION	Please answer all questions:			
	1. Was employee ordered to submit to breath and urinalysis test? (Must attach Test Notification - Form 7705)		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	2. Did Employee refuse breath and urinalysis test?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	3. Was employee informed of consequences for refusing test?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Time of union notification _____		Yes <input type="checkbox"/> No <input type="checkbox"/>	
CTA'S OFFICIAL STATEMENT	Please circle reason for report: Accident Incident Observation Other			
	Please write brief statement identifying why test is being conducted:			
	<hr/> <hr/> <hr/>			
CTA Supervisor/Officer: _____		Date and Time Written: _____		
Observation Confirmed By: _____ (not required for FTA testing)		Date and Time Written: _____		

CTB 3-10-1982 Version B

CTB Response  
Initial - 1st Letter  
Copy - All Letters

## APPENDIX C

# DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

1200-1-34 (04-09) 10-2010 2 4/16/2014 4-11-01 PM

### 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 _____
<b>Type of Test:</b> <input type="checkbox"/> FTA <input type="checkbox"/> Review <input type="checkbox"/> Follow-up (in accordance with 49 CFR Part 40.67 and 49 CFR Part 40 Subpart S) <input type="checkbox"/> Reasonable Suspicion (Mist test Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Mist test) Condition of Employee Form and Special Occurrence Report <input type="checkbox"/> Fatality <input type="checkbox"/> Injury (Emergency Room/Medics/Treatment away from the worksite) <small>NOTE: Employees who are dead may not be tested. Employees who are injured and unconscious may not be tested and both the site or they are also to contact to test)</small> <input type="checkbox"/> Driving Under the Influence (DUI) <input type="checkbox"/> Ref Vehicle involved that is recovered from operator. <small>NOTE: Test conducted under authority of the above listed circumstances or testing services provided pursuant to 49 CFR Parts 40.6, 47 &amp; 400 subparts.)</small>	
<b>CTA</b> <input type="checkbox"/> U.S.D. (Mist attack Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Reasonable Suspicion (Mist attack Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Mist attack Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Fatality <input type="checkbox"/> Possible Death of Party <input type="checkbox"/> Property Damage <input type="checkbox"/> Pollution	
<small>Supervisor Response for DUI Testing (49 CFR Part 40.6-420) Action prior to test find evidence. If this test indicates, using the best information available at the time of the accident, that the employee's supervisor's performance has in reasonable likelihood of causing harm to the employee, you are not bound to test employee. However, this does not allow supervisor to not testing.</small>     	
<small>YOU ARE INSTRUCTED THAT YOU ARE TO SUBMIT TO A DRUG AND/ALCOHOL TEST IMMEDIATELY WITH PERTINENT REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE INDIVIDUAL NOTED ON OFFICIAL FORM. YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FOLLOW INSTRUCTIONS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND CAN BE SUBJECT TO AN INVESTIGATION.</small>	
Signed By: _____	Position: _____
CTA Notifying Agent _____	Employee Signature _____
<b>Collector Information:</b> Test Testing Status? _____ <small>"Find reasonable likelihood (if applicable) when a tester is to do as you would normally attempt to provide a reliable specimen. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge.</small> Test Testing Completed _____ <small>Elapsed time from administration to last administration _____</small> <small>In the event an alcohol test is not administered within two (2) hours following an accident, prepare and record in the space below the reasons why testing was not promptly administered. If an alcohol test is not administered within 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 48 hours following an accident, do not attempt to administer the drug test. (49 CFR Part 40.6-420.6 (c) &amp; (d))</small> Collector's Signature: _____	
<b>Supervisor Information:</b> Supervisor Reasons for Delay or Test Termination:    	
<small>NOTE: A copy of the Testing Protocol is attached upon request.</small> <b>EMPLOYEE MUST RETURN THIS FORM TO SUPERVISOR IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</b>	
<small>INTERFACIAL Title - Work Location Copy Copy - Medical Examiner Copy Fax - Budget Copy Emailed - Company Copy</small>	

CGS 7785 (04-09) 10-2010

## APPENDIX D

# DRUG AND ALCOHOL TEST PROTOCOL FORM 0762



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

1. Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
3. You will be directed to provide your CTA ID numbers to be written on the drug testing custody and control form (CCF) by the collector.
4. You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
5. You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
6. You will be directed to remove outer clothing (e.g. overalls, jacket, vest, 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 Doctor copy of the CCF for your own convenience, but these notes must not be transcribed 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 dilute 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 alternate 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 never stretching and underpants to show the underwear (of the same gender as the employee) by turning around so 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 32-37° 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 labels on the bottles.
  - g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/ids 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 Doctor 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 collector site.

CCD and the CTA logos

2009



**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 management/department.
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. Failure to sign this certification will constitute a refusal by 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 Evaporated 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. gum, chewing gum) into your mouth, or breath.
  - iii. The reason for the waiting period (i.e. to prevent an accumulation of breath 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**

<b>JSN</b>	<b>POSITION TITLE</b>	<b>UNION</b>
5445	Acting Garage Foreman	241
3369	Assembler Helper	8
3502	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

<b>JSN</b>	<b>POSITION TITLE</b>	<b>UNION</b>
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
3424	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
7373	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	8666	Senior Project Manager - Construction	0
6191	PTTC Rail Inspector	308	5280	Senior Quality Engineer-Electrical	0
6192	PTTC Rail Instructor	308	5279	Senior Quality Engineer-Mechanical	0
7559	Quality Assurance Inspector	0	4507	Senior Rail Equipment Engineer	0
5274	Quality Improvement Tech	0	5319	Senior Safety Analyst	0
5758	Quality Improvement Tech II	0	8646	Senior Safety Officer	0
5988	Radiator Repairer	73	7994	Senior Safety Specialist	0
6100	Rail Carbody Inspector	308	5277	Senior Shop Equal Improv Inspector	0
5479	Rail Controller	134	5487	Senior Signal Engineer	0
6099	Rail Controls Inspector	308	4660	Senior Structural Maintenance Engineer	0
3982	Rail CSR / Security Controller	134	7952	Senior System Safety Engineer	0
6098	Rail HVAC Repairer	308	8197	Senior Technician, Quality Improvement - Bus	0
3430	Rail Instructor I	308	8198	Senior Technician, Quality Improvement - Rail	0
3431	Rail Instructor II	308	5287	Senior Track Construction Engineer	0
6203	Rail Instructor III	308	4800	Senior Track Maintenance Engineer	0
6102	Rail Leader/Pilot	308	8662	Senior Transit Safety Investigator	0
305	Rail Service Supervisor I	308	8620	Senior Transit System Safety Officer	0
3434	Rail Service Supervisor II	308	1267	Service Truck Chauffeur	700
6122	Rail Service Supervisor III	308	2491	Sheet Metal Foreman	73
6097	Rail Technician	308	2534	Sheet Metal Foreman	73
3676	Rail Terminal Supervisor	308	1077	Sheet Metal Worker	73
6101	Rail Truck Shop Repairer	308	2216	Sheet Metal Worker	73
2129	Rapid Transit Operator	308	2105	Sheet Metal Worker Apprentice	73
2783	Resident Instructor Tire Repair	241	2287	Shop Inspector	241
6204	Roadmaster II	134	1110	Shop Tractor Operator	241
7564	Roadmaster II	0	2500	Shopman I	8
5290	Roadmaster II Track Constr	0	2088	Shopman II	8
5493	Roadmaster II Worktrain	0	5092	Signal Engineer I	0
6205	Roadmaster III	134	6217	Signal Engineer I	9
7565	Roadmaster III	0	5477	Signal Engineer II	0
5289	Roadmaster III Track Maintenance	0	6218	Signal Engineer II	9
5320	Safety Analyst	0	5089	Signal Engineer III	0
7566	Safety Officer	0	6219	Signal Engineer III	9
8003	Safety Specialist	0	6220	Signal Engineer IV	9
4302	Security Controller	0	5090	Signal Engineering Coordinator	0
8287	Security Specialist	0	6222	Signal Engineering Coordinator	9
8647	Senior Construction Safety Engineer	0	810	Signal Foreman	9
8621	Senior Coordinator, Emergency Preparedness	0	2128	Signal Helper	9
7581	Senior Coordinator, Facilities Maintenance	0	2127	Signal Maintainer	9
5276	Senior Field Qual Imprv Inspector	0	6221	Signal Maintenance Coordinator	9
2537	Senior Garage Instructor	241	4426	Signal Relay Foreman	9
7589	Senior Industrial Hygienist	0	5800	Special Part-Time Bus Operator	241
8573	Senior Manager, Accident Investigations	0	3292	Structural Engineer I	0
8574	Senior Manager, Construction Safety & Engineering	0	3293	Structural Engineer II	0
8475	Senior Manager, Inspections & Investigations	0	3113	Structural Engineer III	0
8575	Senior Manager, Occupational Health & Safety	0	6239	Structure Engineering Coordinator	8
8485	Senior Manager, Rail Customer Facilities Maintenance	0	6240	Structure Maintenance Coordinator	8
8661	Senior Manager, Safety Investigator	0	3370	Sub Assembler	8
7487	Senior Manager, Signal Maintenance	0	2602	Substation Attendant	134
7492	Senior Manager, Structural Maintenance	0	6228	Supervisor Clerk	241
8576	Senior Manager, System Safety - Bus	0	1234	Supervisory Chauffeur-Garage Man	700
8577	Senior Manager, System Safety - Rail	0	263	Switchman	308
7501	Senior Manager, Track Maintenance	0	7615	System Safety Engineer	0
8489	Senior Manager, Transportation - Rail	0	314	TA/Modified Customer Assistant	308
8491	Senior Manager, Utility Services	0	4508	Tech Design Draftsman II	0
5486	Senior Power Engineer	0	8114	Technical Trainer - Rail	0

**APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015**

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



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

Effective January 1, 1995  
Revised August 2011 and February 2014

## TABLE OF CONTENTS

	<u>Page</u>
I.     OVERVIEW.....	1
II.    INTRODUCTION.....	1
A.    Policy and Program Purposes.....	1
B.    Employee and Management Responsibilities.....	2
C.    Confidentiality.....	2
III.   IMPLEMENTATION GUIDELINES FOR PROMOTING A DRUG AND ALCOHOL-FREE WORKPLACE.....	3
A.    Deterrence.....	3
1.    Fitness for Duty .....	3
2.    Reporting the Use of Prescription Drugs or "Over-the-Counter" Medication .....	4
3.    Education and Training .....	4
B.    Treatment and Rehabilitation - Employee Assistance Program ("EAP") .....	5
IV.    PROVISIONS FOR DRUG AND ALCOHOL TESTING .....	5
A.    General Conditions .....	5
1.    Persons Subject to Testing .....	5
2.    Prohibited Behavior/Drugs .....	6
3.    Prohibited Behavior/Alcohol .....	7
B.    Detection .....	8
1.    Circumstances for Testing .....	8
2.    Conduct that Constitutes a Refusal to Submit to a Test .....	9
V.     METHODOLOGY .....	10
VI.    ENFORCEMENT OF POLICY.....	11
A.    Consequences of Verified Positive Drug Test, Alcohol Concentration of 0.04 or Greater, Refusal to Submit to a Test, or Other Violation of Policy .....	11
1.    Applicants for Employment.....	11
2.    Employees .....	11

B.	<b>Union Involvement</b> .....	11
C.	<b>Consequences of Negative Test for Employees</b> .....	12
D.	<b>Dilute Specimen</b> .....	13
<b>VII.</b>	<b>GRIEVANCE-ARBITRATION PROCEDURE</b> .....	13
<b>VIII.</b>	<b>ATTACHMENT G - COLLECTIVE BARGAINING AGREEMENT</b> .....	13
	<b>MEMORANDUM OF UNDERSTANDING</b> .....	13

#### **APPENDICES**

<b>APPENDIX A:</b>	<b>POLICY AND PROGRAM PERSONNEL</b>
<b>APPENDIX B:</b>	<b>CONDITION OF EMPLOYEE REPORT</b>
<b>APPENDIX C:</b>	<b>DRUG AND ALCOHOL TEST NOTIFICATION</b>
<b>APPENDIX D:</b>	<b>DRUG AND ALCOHOL TEST PROTOCOL</b>

## **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 substance<sup>1</sup> 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.

---

<sup>1</sup> "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](mailto:obrown@transitchicago.com) / 312-681-2600

Drug and Alcohol Program Manager, Marie Marasovich - Human Resources  
[immarasovich@transitchicago.com](mailto:immarasovich@transitchicago.com) / 312-681-2223

Drug and Alcohol Program Assistant, Vetricole Coleman - Human Resources  
[vcoleman@transitchicago.com](mailto:vcoleman@transitchicago.com) / 312-681-2270

Substance Abuse Professional, Mark Ketterson - Human Resources  
[mketterson@transitchicago.com](mailto:mketterson@transitchicago.com) / 312-681-2216

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

# APPENDIX B – CONDITION OF EMPLOYEE REPORT FORM 3134

## CONDITION OF EMPLOYEE

EMPLOYEE DATA	Name _____ Badge # _____ Work Location _____ Classification _____ Date _____ Time Started Work _____ Time of Observation Accident/Incident _____						
OBSERVATION	BALANCE =	UNSURE	<input type="checkbox"/>	QUESTIONABLE	<input type="checkbox"/>	SURE	<input type="checkbox"/>
	WALKING =	UNSTEADY	<input type="checkbox"/>	QUESTIONABLE	<input type="checkbox"/>	STEADY	<input type="checkbox"/>
	SPEECH =	SLURRED	<input type="checkbox"/>	QUESTIONABLE	<input type="checkbox"/>	CLEAR	<input type="checkbox"/>
	BEHAVIOR =	UNCOOPERATIVE	<input type="checkbox"/>	QUESTIONABLE	<input type="checkbox"/>	COOPERATIVE	<input type="checkbox"/>
	EYES =	BLOODSHOT	<input type="checkbox"/>	QUESTIONABLE	<input type="checkbox"/>	CLEAR	<input type="checkbox"/>
	BODY ODOR =	STRONG	<input type="checkbox"/>	WEAK	<input type="checkbox"/>	NONE	<input type="checkbox"/>
QUESTIONS TO EMPLOYEE	Are you ill or injured? Yes <input type="checkbox"/> No <input type="checkbox"/>						
	Explain the reason for your physical condition:						
	<hr/> <hr/> <hr/>						
TEST NOTIFICATION	Please answer all questions:						
	1. Was employee ordered to submit to breath and urinalysis test? (Must attach Test Notification - Form 7785)			Yes <input type="checkbox"/> No <input type="checkbox"/>			
	2. Did Employee refuse breath and urinalysis test?			Yes <input type="checkbox"/> No <input type="checkbox"/>			
	3. Was employee informed of consequences for refusing test?			Yes <input type="checkbox"/> No <input type="checkbox"/>			
	4. Was an attempt made to notify the employee's union that the employee was ordered to submit to testing? Time of union notification _____			Yes <input type="checkbox"/> No <input type="checkbox"/>			
CTA'S CERITIFICAL STATEMENT	Please circle reason for report: Accident Incident Observation Other						
	Please write brief statement identifying why test is being conducted:						
	<hr/> <hr/> <hr/>						
CTA Supervisor/Official: _____			Date and Time Written: _____				
Observation Confirmed By: _____ (not required for FTA testing)			Date and Time Written: _____				

CTB Form 3134 Version 2004

DEFINITIONS:  
Grade - Work Location  
Country - Authorized Person

# APPENDIX C – DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

TM 2-3 DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

## FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

Employee Name _____	Badge No. _____
Classification _____	Work Location _____
Date and Time of Accident/Incident _____	Date and Time Ordered by Subject _____
<b>Type of Test:</b> <input type="checkbox"/> FTA <input type="checkbox"/> Random <input type="checkbox"/> Follow-up (in accordance with 49 CFR Part 40.67 and 49 CFR Part 40 Subpart H) <input type="checkbox"/> Post-Accident (Post-accident Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Activity (Post-activity Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Fatality <input type="checkbox"/> Injury (Injury includes Medical Treatment other than the usual. NOTE: Employees who are drunk may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test.) <input type="checkbox"/> Driving Under the Influence (DUI) <input type="checkbox"/> Roll Vehicle Involved (not received from operator. <small>NOTE: Only authorized employee of the above listed organizations for Safety Services exclusive exemption pursuant to 49 CFR Parts 40.17 &amp; 40.21 subparts.)</small>	
<b>CTA</b> <input type="checkbox"/> I.O.D. (Post-accident Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Respirable Suspends (Post-accident Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Post-Accident (Post-accident Condition of Employee Form and Special Occurrence Report) <input type="checkbox"/> Property Damage of Injury <input type="checkbox"/> Property Damage <input type="checkbox"/> Follow-up	
<b>Supervisor Response for Post Testing (49 CFR Part 40.44(d))</b> Please refer to the drug testing section. If you can't administer, call the local transportation authority at the time of the accident. That's why someone else's performance will be directly compared to a participating tester's response. You do not need to take samples. Please also refer to the drug testing section.	
<hr/> <hr/> <hr/>	
<b>YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IMMEDIATELY WITHIN FORTY-FIVE (45) REGULAR WORKING DAYS.</b> <b>YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW LISTED CTA OFFICIAL.</b> <b>YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FOLLOW INSTRUCTIONS OR ATTEMPT TO OBSTRUCT THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL, STATE/PROVINCIAL AND CTA RULES THAT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.</b>	
Initials Inc. _____	Received: _____
CTA/Holding Agent _____	Employee's Signature _____
<b>Collector Information:</b> Time Testing Begun? _____ <small>"Test administered after (if applicable) when obtained. In the case you would make arrangements 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."</small>	
Time Testing Completed _____ <small>Except time spent administrating test administration</small> <small>In the event an alcohol test is not administered within ten (10) hours following an accident, prepare and record in the space below the reason why testing was not properly administered. If no alcohol test is not administered within eight (8) hours following an accident, make an effort to administer an alcohol test and document the reasons why the last test was not administered within eight (8) hours. In the event a drug test is not administered within 24 hours following an accident, do not administer the drug test. (49 CFR Part 40.61 (g) &amp; (h))</small>	
<b>Collector's Signature:</b> _____	
<b>Supervisor Information:</b> <b>Supervisor Response for Delay or Test Termination:</b> <hr/> <hr/> <hr/>	
<small>NOTE: A copy of the Testing Protocol is available upon request.</small> <b>EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.</b>	
<small>PREPARATION:            FORM - Work Leader Ctr            Copy - Holding Agent Ctr            Test - Driver Ctr            Received - Driver Trk</small>	

OSB, FM 100-1000, Form 7785

# ATTACHMENT H

## Employee Assistance Program (EAP)

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

# **ATTACHMENT H**

## **Employee Assistance Program (EAP)**

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

### **A. Services**

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

**1. Substance Abuse**

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

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

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

**3. Other**

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

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

### **B. Participation**

**1. Volunteers**

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

**2. First Time Rule Violators**

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

**3. Independent Treatment Services**

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

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

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

## C. Treatment Programs

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

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

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

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

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

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

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

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

## D. Restrictions

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

### E.1 Return to Former Classification

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

#### Alcohol/Narcotics/Controlled Substances:

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

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

**Psychiatric Impairment:**

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

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

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

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

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

## F. Bridging of the Work Record

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

## G. Program Adherence

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

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

3.

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

4.

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

5.

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

## **H. Administration of the Employee Assistance Program**

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

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

## **I. Hiring of Former Part-time Employees**

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

## **J. Effective Date**

Date of ratification by both parties.

## **K. Grievance/Arbitration Procedure**

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

# ATTACHMENT H APPENDIX

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

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

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

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

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

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

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

Table of Contents

	<u>Subject</u>	<u>Date</u>	<u>Pages</u>
No. 1	Project Labor Agreement	10/25/12	1
No. 2	Craft Survey Procedure	2015	2-5
No. 3	Letter of Understanding		6-9
No. 4	Training Fund and Machinists Benefit Program letter		10-11

**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

By: Tom Clegg

Date: \_\_\_\_\_

CRAFT COALITION

By: Robert L. Johnson

Date: 10-25-12

## **CRAFT SURVEY PROCEDURE**

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

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

### **PROPOSED PROCEDURES**

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

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

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

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

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

## **WORK RECORD REVIEW CRITERIA**

### **LEVEL I**

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

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

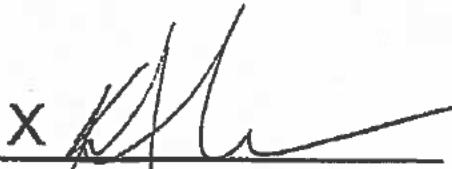
### **LEVEL II**

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

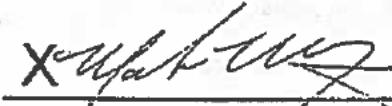
### **LEVEL III**

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

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

X 

Katherine Lunde  
General Manager, CTA Labor Relations

X 

Mark Utley  
Mechanics, Local 701

## Letter of Understanding

### UNIT ASSEMBLER

#### FAMILIARIZATION PROGRAM

**PURPOSE:** Familiarize the Unit Assemblers with the basic functions performed in the respective areas at South Shops.

**ELIGIBILITY:** All current unit assemblers at South Shops (see attached list) who meet and maintain Level One Criteria as defined in Training Standards and Procedures for Service Delivery.

**DURATION:** Thirty-six (36) weeks, one six (6) week module in each area listed.

**ROTATION:** Eligibility will be limited to no more than six (6) participants per rotation. Participants who meet Level I criteria will be selected by seniority in the bargaining unit. Each eligible participant will spend six (6) weeks in each of the identified areas of responsibility. (See attached list of areas) While on said familiarization rotation participants will work with a journeyman bus and truck mechanic. While in said familiarization rotation the assembler will be exposed to the duties and responsibilities performed in those respective areas. At the conclusion of the designated six (6) week period the eligible participant will be rotated to the next area in said familiarization program until the completion of all six (6) modules.

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

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

*[Signature]*

AREA 342/1362

CONVERTER/DIFFERENTIAL

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

AREA 346/ 1346

ENGINE REBUILD

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

AREA 315/ 13561

OVERHAUL PROGRAM

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

AREA 333/ 1342

BRAKE DEPT

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

AREA 334/ 1343

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

AREA 335/ 1344

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



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

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

A handwritten signature in black ink, appearing to read "John S." or a similar name.

## Unit Assemblers

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

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

The Unit Assemblers are listed in seniority order.



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

Re: Training Fund and Machinists Benefit Program

Dear Mr. Cincinelli:

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

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

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

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

Very truly yours.

CHICAGO TRANSIT AUTHORITY

By: \_\_\_\_\_

Accepted and agreed on behalf of the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_