

LOCAL UNION NO. 134 YARDMASTERS
EFFECTIVE JANUARY 1, 2007
THROUGH DECEMBER 31, 2011



WAGE AND WORKING CONDITIONS AGREEMENT

BETWEEN THE CHICAGO TRANSIT AUTHORITY
AND THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS



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LOCAL UNION NO. 134

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CTA-IBEW, Local 134 Wages and Working Conditions Agreement

January 1, 2007 through December 31, 2011

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THIS AGREEMENT, made and executed in duplicate as of the 1st day of January, 2007 by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter, for convenience, called the "Authority" or "CTA") and LOCAL UNION 134 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter, for convenience, called "Local Union 134" or "Union"), WITNESSES:

ARTICLE 1 – UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY – GENERAL

1.1 **UNION RECOGNITION AND SCOPE** The Authority recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time Yardmasters employed by the Chicago Transit Authority; and also excluding all other employees of the Authority; supervisory, managerial, confidential employees as defined by the Illinois Public Labor Relations Act ("the Act"), and all other persons excluded from coverage under the Act.

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 **MANAGEMENT RIGHTS** 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 order 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.

1.4 **NO STRIKE - NO LOCKOUT** It is expressly understood and agreed that all services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof and of the agreement and conditions herein to be kept and

performed by the Authority and said Union, Local Union 134 agrees that under no conditions and in no event whatsoever will the employees covered by this Agreement, or any of them, be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the position held by them under the Authority, in accordance with the terms of this Agreement, and the Authority agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said employees insofar as such performance is required in the normal and usual operation of the Authority's property, and any differences that may arise between the above mentioned parties shall be settled in the manner herein provided.

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

1.6 UNION STEWARD The Union will advise the Authority in writing, of the name of the Steward and shall notify the Authority promptly of any changes. The Steward will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, with pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. The Steward shall notify his/her Manager or designee in advance of his/her intention to handle and process grievances.

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

1.8 AUTHORITY AND UNION RESPONSIBILITY – GENERAL The parties agree that Yardmasters will be assigned to the Rosemont/O'Hare, 98th and Howard yards. The parties also agree that Yard Replacement Leaders may continue to perform the functions currently performed by Yard Replacement Leaders and Yard Leaders at any yards other than Rosemont/O'Hare, 98th or Howard, notwithstanding Article I, Section 1.1 of this Agreement.

ARTICLE 2 – WAGE RATES, JURY DUTY AND FUNERAL ALLOWANCE

2.1 ANNUAL SALARY

Effective on January 18, 2008, the top hourly wage rate for Yardmasters shall be \$31.220 (agreed nonretroactive 2007 increase).

Effective on January 18, 2008, the top hourly wage rate for Yardmasters shall be \$32.156.

Effective on January 1, 2009, the top hourly wage rate for Yardmasters shall be \$33.121.

Effective on January 1, 2010, the top hourly wage rate for Yardmasters shall be \$34.280.

Effective on January 1, 2011, the top hourly wage rate for Yardmasters shall be \$35.480.

2.2 JURY DUTY An employee must present the Notice of Jury Service to his immediate supervisor prior to the date of appearing for jury duty. Employees forced off work due to being summoned for jury duty will be paid by the Authority the amount they would have earned less the fee received for jury service. The payment by the Authority will be issued on the employee's regular pay day. The employee must furnish the Authority the form provided by the Jury Commission indicating days served on jury duty on the first work day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within fourteen (14) working days, the compensation provided by the Authority shall be deducted from his next regular pay check. Any 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.

2.3 FUNERAL ALLOWANCE Employees shall be entitled to a maximum of three (3) consecutive scheduled work days off with eight (8) hours' pay each day at their hourly 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.

Employees shall be entitled to two (2) consecutive scheduled work days off with eight (8) hours pay at their hourly rate to attend the funeral of their brother, sister, father-in-law or mother-in-law.

No payment will be made for time lost on holidays, scheduled days off, during vacations, leaves of absence or 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.

2.4 ELECTRONIC FUNDS TRANSFER The Authority will make arrangements for the direct deposit of paychecks. The Union agrees to work with the Authority to explain to the employees the benefits of direct deposit to financial institutions designated by employees, a payroll debit card program or other methods of electronic funds transfer and will encourage employees' use of such methods.

ARTICLE 3 – SENIORITY AND WORKING RULES

3.1 SENIORITY The seniority of each employee, which shall entitle such employee to his preference for scheduling, picking or other competitive purposes provided for in this Agreement, shall be determined according to length of employment in the job classification within the bargaining unit, provided, however, the foregoing shall not alter or affect seniority rights concerning any vacation formula, sick leave, annuities or other benefits and privileges to which the employee may be entitled, based upon overall length of service with the Authority.

3.2 LAYOFF AND RECALL The Authority will not layoff of any permanent, full-time bargaining unit employee who as of January 1, 2004 had one (1) or more years of continuous service in the Yardmaster's bargaining unit.

Layoffs of employees because of lack of work and rehiring shall be made as follows:

(a) Employees shall be laid off in inverse order of Authority seniority within job classification.

(b) The foregoing provision need not apply if the application thereof would require the Authority to lay off an employee or employees possessed of essential skills necessary to properly perform the work available at the time of layoff, not possessed by an employee or employees with greater seniority.

(c) When adding to the forces, those 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.

3.3 BREAKING SENIORITY Seniority shall be deemed to have broken for the following reasons:

(a) If the employee resigns.

(b) If the employee is discharged for cause and not reinstated.

(c) If the employee is absent for three (3) consecutive working days, unless a satisfactory reason is given for his absence.

(d) If the employee who has been laid off fails to return to work within three (3) working days after being properly notified at the employee's last known address to report for work and does not give satisfactory reason for failing to report.

(e) If the employee is laid off for more than twenty-four (24) consecutive months. However, in cases where employees with five (5) or more years' seniority are laid off in excess of five (5) continuous years, the seniority of such employees shall terminate.

ARTICLE 4 – HOURS, WORKWEEK AND OVERTIME

4.1 HOURS A full-time employee shall normally be scheduled for five (5) days of eight (8) hours of work each, comprising forty (40) hours of work per week, Sunday through Saturday.

The Authority may establish a work week for all or some employees consisting of four (4) days of ten (10) hours of work each, comprising forty (40) hours of work per week, Sunday through Saturday. In the event the Authority establishes such work week, it will provide the Union with three (3) weeks notice and at the Union's request, meet with it to discuss the effects of the schedule change. Assignments will be made by using job classification seniority. Such schedule shall remain in effect for at least sixty (60) days.

Full-time employees shall receive two (2) consecutive days off in accordance with the practice currently in effect, in that there will be times when rotation occurs that some employees may not receive two (2) consecutive days off. Such practice permits the bridging of work weeks to accomplish the two (2) consecutive days off and also provides for the rotating of days off each period.

4.2 MEAL PERIODS AND BREAKS All full-time employees shall be completely relieved from duty for a thirty- (30-) minute unpaid meal period, which shall not be paid for nor included in the regular working hours.

If an employee is required to work through his meal period, the employee will be given a different meal period to be scheduled within three (3) to five (5) hours of the beginning of the shift. If the Authority is unable to reschedule the meal period, the Authority will pay the employee one and one-half (1½) times the applicable hourly rate of pay for the meal time missed.

Employees shall be excused from their duties for comfort breaks upon request, provided that such breaks do not unreasonably interfere with the operations of the Authority.

4.3 OVERTIME Time-and-one-half (1½) the straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift, except that when changeover is made, only straight time shall be paid for the second eight (8) hours. However, whenever the regular work day is scheduled for ten (10) hours, time-and-one-half (1½) the straight time hourly rate shall be paid for all hours worked in excess of ten (10) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift, except that when changeover is made, only straight time shall be paid for the second ten (10) hours. Time-and-one-half (1½) the straight-time hourly rate shall be paid for all time worked in excess of forty (40) hours in any week. There shall be no pyramiding of overtime.

In order to qualify for overtime on his day off, an employee must have worked his scheduled forty (40) hours during the workweek, except if the employee was absent for funeral leave, vacation, holiday, jury duty, injury on duty or military leave or is an elected or appointed Union official who was absent for CTA-related Union business.

4.4 ASSIGNMENT OF OVERTIME Before any unfilled work is assigned to employees on an overtime basis, the Authority has the right to assign such work to employees in relief positions in the bargaining unit.

If the unfilled work is to be offered on an overtime basis, the following process applies:

(a) When the need for additional manpower or substitute coverage is known at least twenty-four (24) hours in advance, the Authority will distribute such overtime by means of a rotating overtime distribution list for each job classification, which is established based on job classification seniority. The Authority will initially offer such overtime to employees in sequential order. If an employee refuses to work the overtime or is unavailable at the time the work is offered, the Authority shall document his refusal or unavailability on the overtime distribution list and then offer the work to the next employee in sequential order. If no employee

accepts the overtime, the Authority may offer the overtime to qualified employees in other bargaining unit job classifications irrespective of any overtime distribution list. If no employee accepts the overtime, the Authority may assign the work to the least senior employee on the overtime distribution list at issue. When the next overtime assignment becomes available, the Authority will begin this process anew by initially offering the work to the employee on the overtime distribution list who follows the employee who last worked an overtime assignment. Overtime distribution lists will be made available to a Union Steward upon his request.

(b) In all other situations, the Authority shall initially offer the overtime to the employee who is due to be relieved. If the employee refuses to work the overtime, he is only required to remain on the job until his position is filled, unless he is later assigned the overtime as provided herein. The Authority shall then request volunteers from among those employees present and will award the overtime based on seniority. If no employee volunteers for the assignment, the Authority may assign the overtime in whole or in part to the least senior employee among those present and may then assign any remainder at its discretion.

Employees must work overtime when assigned.

4.5 CALL OUT Employees called out for short periods of time will be paid for time worked.

4.6 WORK IN OTHER CLASSIFICATIONS An employee who is required to work in another classification will be paid the hourly rate of such classification or the employee's hourly rate, whichever is higher.

4.7 CHANGES IN WORK SCHEDULES The workdays and hours to which employees are assigned shall be stated on the work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the Authority will give three (3) days notice of such change to the affected employee(s). Employees required to work without the foregoing notice shall be paid overtime (unless the employee and the Authority mutually agree to alter the employee's schedule).

ARTICLE 5 – HOLIDAYS

5.1 PAID HOLIDAYS For all employees covered by this Agreement, New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the day observed for the employee's anniversary of Birth, and the day observed for the employee's Anniversary of Employment, or the days celebrated for such holidays, will be paid holidays. Employees who do not work on such holidays will receive eight (8) hours pay, provided they would have been scheduled to work and would have worked had it not been a holiday, and provided that they shall not have been absent from their scheduled duties without good cause or excuse the scheduled work day preceding and the scheduled work day following such holidays. Employees who work on such holidays will receive eight (8) hours of holiday pay and time and one-half (1½) the straight time hourly rate for all time worked.

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

5.3 ANNIVERSARY OF BIRTH Employees who have more than one year of continuous service will be eligible for holiday pay on their anniversary of birth.

The intent of this provision is that an employee would be eligible for a paid holiday for his birthday next succeeding completion of one year of service.

An employee may select the day off in observance of his anniversary of birth any time within the contract year, providing he makes arrangements for the day off with his supervisor a minimum of ten (10) days in advance of the day selected. When an employee's anniversary of birth coincides with one of the other paid holidays, he may select another work day off for the birth anniversary mutually satisfactory to the Authority and the employee and receive eight (8) hours pay at his classified rate. If an employee substitutes another day in lieu of the day of his anniversary of birth, he shall receive only straight time for the hours worked during the period of his normal work day on his anniversary of birth.

5.4 ANNIVERSARY OF EMPLOYMENT All employees who have more than one year of continuous service with the Authority will be eligible for holiday pay on their anniversary of employment. The intent of this provision is that an employee would be eligible for this paid holiday beginning with the employee's second (and successive) anniversary of employment.

An employee may select the day off in observance of his anniversary of employment any time within the contract year, providing the employee makes arrangements for the day off with his or her supervisor a minimum of ten (10) days in advance of the day selected, and provided that manpower requirements permit the selection of a particular day. If an employee substitutes another day in lieu of the date of his or her anniversary of employment, the employee will receive only straight time for the hours worked during the period of his or her normal work day on his or her anniversary of employment.

5.5 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.

5.6 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.

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

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

Any matters that arise concerning the rules and procedures established by the Authority under which the personal leave day will operate will be mutually resolved by representatives of the Authority and the Business Manager of Local 134.

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

5.9 SDO - HOLIDAY CONFLICT When an employee's scheduled day off falls on one of the paid holidays covered by this Agreement, or the days celebrated for said holidays, he will receive holiday pay and pay for time worked.

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

ARTICLE 6 - VACATIONS

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

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

6.3 VACATION PICK The Authority will schedule vacations so as to provide that a sufficient number of employees are available at all times to perform the various classes of work necessary to provide continuous service to the public. Vacations will be picked according to an employee's seniority within Job Classification.

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

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

6.6 200 DAY REQUIREMENT To receive the established normal vacation allowance, the employee must have worked at least two hundred (200) days during the preceding calendar year. If the employee worked less than two hundred (200) days during that year, he will receive only a prorated vacation allowance. In determining the two hundred (200) working day requirement for vacation eligibility, not more than thirty (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 but not more than sixty (60) 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 two hundred (200) day working requirement for vacation eligibility, provided that the employee worked during the calendar year.

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

6.7 PAY BASIS The employee's classified rate of pay at the time of his vacation will be used in computing his vacation pay allowance. However, an employee temporarily assigned to work at a higher paid classification and working a minimum of thirty (30) days within the previous ninety (90) days immediately prior to the vacation period shall receive his vacation pay at the rate of the higher paid classification.

6.8 VACATION FORMULA

A. Each employee in the continuous service of the Authority as of June 10, 2004 will receive a paid vacation during the VPY in accordance with the following schedule, provided he has worked at least two hundred (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	7 consecutive days	40 hours
2 years or more but less than 5 years	14 consecutive days	80 hours
5 years or more but less than 10 years	21 consecutive days	120 hours
10 years or more but less than 20 years	28 consecutive days	160 hours
20 years or more but less than 25 years	35 consecutive days	200 hours
25 years or more	42 consecutive days	240 hours

B. All employees hired after June 10, 2004, will receive paid vacation during the VPY in accordance with the following schedule, provided the employee has worked at least two hundred (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	7 consecutive days	40 hours
2 years or more but less than 5 years	14 consecutive days	80 hours
5 years or more but less than 10 years	21 consecutive days	120 hours
10 years or more but less than 20 years	28 consecutive days	160 hours
20 years or more	35 consecutive days	200 hours

6.9 PRO-RATED FORMULA Employees in the continuous service of the Authority as of June 1st, who have not worked at least two hundred (200) days during the preceding calendar year, will receive a paid vacation prorated on the number of days actually worked during the preceding calendar year. The number of days worked will be divided by the two hundred (200) day work requirement and the result shall be multiplied by the number of days the employee would have received had he worked the two hundred (200) work 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 ten (10) years continuous service who worked one hundred (100) days would be paid as follows:

	100	Days Worked
Divided by	200	Full Vacation Requirement
	.500	Vacation Multiplier
	160	Hours Vacation Allowance for Employees with 10 years of service
Multiply By	.500	Vacation Multiplier
	80.0	Hours Vacation Allowance

6.10 VACATION RANDOM DAYS At the time of the vacation pick, employees who have earned three (3) complete weeks of vacation will have the option of converting one (1) week of vacation into five (5) vacation random days ("VRDs") to be used for personal reasons during the remainder of the vacation plan year ("VPY"), and employees who have earned four (4) or more complete weeks of vacation will have the option of converting two (2) weeks of vacation into ten (10) VRDs to be used for personal reasons during the remainder of the VPY.

An employee who is eligible for VRDs shall advise his supervisor in writing at the time of the vacation pick that he intends to convert a portion of his vacation entitlement into VRDs. Such VRDs shall then be deducted from the employee's vacation entitlement prior to the vacation pick.

An employee who desires to schedule a VRD during the VPY shall submit a written request to his supervisor as soon as the need to schedule the VRD arises. If an employee desires to schedule a VRD between April 15th and May 31st of the VPY, he shall submit the written request no later than April 1st.

The Authority has the sole discretion to approve requests for VRDs.

VRDs shall not be cumulative from year to year; if an employee is unable to use all of his VRDs during the VPY, any unused VRDs shall not carry over into the following VPY.

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

6.12 ALLOWANCE IN LIEU OF EARNED VACATION, TERMINATION OF EMPLOYMENT OR SICKNESS In the event an employee leaves the service of the Authority before receiving all vacation allowances, the employee shall be paid all vacation allowances, 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 an 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 or 6 weeks, as the case may be, in the VPY available to the employee for vacation purposes, but this provision shall not operate to deprive any employee of the right to an earned vacation during the VPY after sick benefits cease.

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

6.14 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.

ARTICLE 7 - INSURANCE AND SICKNESS BENEFITS

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

7.2 LIFE Group Life Insurance in the amount of eight thousand dollars (\$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 eighteen thousand dollars (\$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. Group Life Insurance shall provide double indemnity coverage for

accidental death. Group Life Insurance required under this paragraph will be provided at the expense of the Authority.

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

7.3 ACCIDENT AND SICKNESS Group Accident and Sickness Coverage providing no indemnity for the first seven (7) days of incapacity, but providing two hundred dollars (\$200.00) per week 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.

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 two hundred dollars (\$200.00) per week and such weekly compensation allowance, if less than two hundred dollars (\$200.00) per week, for a period not to exceed twenty-six (26) weeks.

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

7.4 (a) COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing eighty (80%) percent of full payment of the usual and customary cost of a semi-private hospital room; eighty (80%) percent 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); eighty (80%) percent of full payment for usual and customary cost of emergency hospital out-patient services incurred within seventy-two (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) eighty (80%) percent of usual and customary charges for one (1) visit; (b) one (1) visit in any one (1) day; (c) three hundred and sixty-five (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 eighty (80%) percent 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 eighty (80%) percent of the otherwise reimbursable expense. (For example, if the plan pays eighty (80%) percent of usual and customary charges, the plan will pay eighty (80%) percent of eighty (80%) percent = sixty-four (64%) percent of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at one hundred (100%) percent 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 one hundred (100%) percent 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 eighty (80%) percent 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 one million dollars (\$1,000,000.00) after a one hundred dollar (\$100.00) employee calendar year deductible. The two hundred dollar (\$200.00) family calendar year deductible may be satisfied by any family combination which in aggregate equals two hundred dollar (\$200.00) excluding costs incurred under the CTA Group Dental Plan. The percentage payable is eighty (80%) percent for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is one hundred (100%) percent 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 one hundred (100%) percent. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is one thousand two hundred dollars (\$1,200.00) for employees and two thousand four hundred dollars (\$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 twenty five thousand dollars (\$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 eighty (80%) percent of usual and customary charges to a maximum of thirty (30) visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

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

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

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

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

- (a) Treatment not certified by a doctor as being necessary in connection with an accidental bodily injury.
- (b) Treatment received more than three (3) months following the date the injury occurred.
- (c) Treatment on or to the teeth.

7.4(c) GROUP DRUG EXPENSE Coverage is included under the comprehensive major medical program. After the deductible, prescriptions are paid at eighty (80) 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 thirty-four (34) day supply without necessity of a refill, except for one hundred (100) unit doses of a natural thyroid product and nitroglycerin,
- (6) for any prescription refill in excess of the number specified by the physician,
- (7) devices of any type, even though such devices may require a prescription, such as but not limited to, contraceptive devices, artificial appliances, hypodermic needles, syringes or similar devices,
- (8) charges for the administration or injection of any drug,
- (9) any drug which is consumed at time and place of prescription order, or

(10) drugs for which the reasonable and customary charge is less than the deductible under the plan.

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

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

EMPLOYEE PREMIUM DEDUCTION - PPO

(a) BC BS PPO

Option 1 Plan (Current with Rx Changes and premium increases for 2003)

In-network

Deductible (Indiv/Fam)	\$100/\$200	\$100/\$200
Coinurance	100%	80%
Out of Pocket Limit (Indiv/Fam)	\$0	\$1200/\$2400
Office Visits (after ded)	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	

Out-of-network

Option 2 Plan

In-network

Deductible (Indiv/Fam)	\$100/\$200	\$100/\$200
Coinurance	90%	70%
Out of Pocket Limit (Indiv/Fam)	\$1000/\$2000	\$3000/\$6000
Office Visits (after ded)	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	

Out-of-network

Option 3 Plan

Deductible (Indiv/Fam)	\$250/\$500	\$500/\$1000
Coinurance	80%	60%
Out of Pocket Limit (Indiv/Fam)	\$2500/\$5000	\$5000/\$10,000
Office Visits (after ded)	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	

In-network

(b) Effective 4/1/03, the Employee Premium deduction formula in (e) of the Agreement (reflecting 75% of the premium increase, 2003 over 2002 and the caps of \$.13 per hour and \$.25 per hour single/family, respectively) will be utilized for Options 2 and 3 in addition to Option 1.

(c) Effective 4/1/03, 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.

7.5(a) DENTAL PLAN BENEFIT 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 (100) percent (100%) of the premium cost of the employees' own premium, and seventy-five (75) 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 two thousand dollars (\$2,000.00) per calendar year.

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

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

7.5(b) CASH DEDUCTIBLE

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

(a) if the cumulative 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 cumulative family deductible is satisfied during a calendar year, a new family deductible must be satisfied for the next calendar year;

(2) Covered dental charges are the charges of a dentist or physician for the services and supplies listed below, required for dental care and treatment of any disease, defect or accidental injury, or for preventive dental care.

(3) Not included is any charge in excess of the charge customarily made:

(a) for similar services and supplies by dentists or physicians in the locality concerned; or

(b) where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment.

7.5(c) PREVENTIVE SERVICES AND SUPPLIES (Covered at 100%)

(1) Charges for cleaning and scaling of teeth, but not more than twice in a calendar year.

(2) Charges for fluoride application to a child's teeth, but not more often than once in a calendar year.

(3) Charges for space maintainers and their fittings.

7.5(d) DIAGNOSTIC AND THERAPEUTIC SERVICES (Covered at 90%)

(1) Charges for diagnostic services to determine necessary care, but:

(a) charges for full mouth X-rays are covered only once in a three (3) year period,

(b) charges for bite-wing X-rays are covered only once in a three (3)-year period; and

(c) charges for a diagnostic oral examination are covered only once in a 6-month period.

(2) Charges for emergency treatment for relief of dental pain on a day for which no other benefit other than for X-rays is payable hereunder.

(3) Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or post-operative examination.

(4) Charges for treatment of the gums and supporting structure of the teeth.

(5) Charges for root canals and other endodontic treatment.

(6) Charges for general anesthetics and their administration in connection with oral surgery, periodontics, fractures or dislocations.

(7) Charges for injectable antibiotics administered by a dentist or physician.

7.5(e) RESTORATIVE SERVICES AND SUPPLIES (Covered at 50%)

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

(1) the charge for a crown or gold filling will be limited to the charge for a silver, porcelain or other filling, unless the tooth cannot be restored with such other material; and

(2) the charge for replacement of a crown or gold filling is covered only if the crown or filling is over five (5) years old.

7.5(f) PROSTHETIC SERVICES AND SUPPLIES (Covered at 50%)

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

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

(3) Charges for specialized techniques, involving precision attachments, personalization of characterization and additional charges for adjustments within six (6) months from installation, are not included as covered dental charges. Covered charges for both a temporary and permanent prosthesis will be limited to the charge for the permanent one (1).

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

(1) Treatment by someone other than a dentist or physician, except where performed by a duly qualified technician under the direction of a dentist or physician;

(2) Orthodontic treatment other than for related extractions or space maintainers;

(3) Services and supplies partially or wholly cosmetic in nature;

(4) Facing on pontics or crowns posterior to the second bicuspid;

(5) Training in or supplies used for dietary counseling, oral hygiene or plaque control;

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

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

7.6 VISION CARE PLAN The Authority will provide a Plan "A" Vision Care Plan. The Authority will pay seventy-five (75%) of the employee's premium and the employee will pay one hundred (100%) of the applicable dependent premium, if he elects to enroll his dependents. The Authority will provide an annual opportunity for employees to enroll in the Vision Care Plan. Once enrolled, employees must remain in the Vision Care Plan for the duration of the Agreement.

7.7 HEALTH MAINTENANCE ORGANIZATIONS - (HMOs) Employees will be permitted to participate in HMOs. The following will be provided:

HEALTH MAINTENANCE ORGANIZATIONS - (HMOs)

(a) **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

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

(b) Effective 4/1/03, 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.

(c) Effective 4/1/03, the Employee Premium deduction formula in (a) and (b) of the Agreement (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.

7.8 DENTAL MAINTENANCE ORGANIZATIONS - (DMOs) If practical, employees will be permitted to participate in DMOs approved by the Authority. The Authority shall contribute one-hundred (100) 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 7.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five (75) percent (75%) of the premium cost of the dependents' premium or an amount equal to seventy-five (75) percent (75%) of the employer paid premium for the Dental Plan (Section 7.5(A)), whichever is the lesser amount.

7.9 PRE-TAX EMPLOYEE CONTRIBUTIONS If practical, the Authority will establish a "premium conversion only" cafeteria plan for employee contributions for dependent

dental premiums and, where applicable, any other health program contributions. Each employee eligible for coverage will elect annually to have his or her contributions paid on a pre-tax basis, thereby reducing his or her federal, state and local income taxes to the extent provided by the Internal Revenue Code section 125.

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

- (a) legal wife or husband,
- (b) unmarried children from birth to age nineteen (19) years, and

(c) unmarried children nineteen (19) years, but under twenty-three (23) years of age, who have their legal residence with the employee, who are wholly dependent upon the employee for maintenance and support and for whom the employee is legally responsible for the child's actions, and who are in regular full-time attendance at an accredited secondary school, college or university. The coverage of a dependent child shall not cease because of the attainment of the anniversary of his date of birth specified in the definition of "dependent" hereunder, if proof is furnished to the Authority within thirty-one (31) days after such anniversary that on such anniversary the dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that such child became so incapable prior to the attainment of age nineteen (19) and that such child is chiefly dependent upon the employee for support and maintenance. The coverage as to such child will continue while such incapacity continues and while the employee's insurance with respect to his dependents remains in force, provided such child meets all the requirements of the definition of "dependent" except age. 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 remain in force. It is the sole responsibility of each employee to enroll or remove his eligible dependents.

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

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

7.13 PLACING OF INSURANCE The insurance specified in this Article shall be provided by a policy or policies written by a reputable insurance company or companies, but this shall be without prejudice to the right of the Authority to provide such coverage through its own Insurance Department, in case the Authority elects to do so.

7.14 7-DAY SICK PAY Should any employee, covered by this Agreement, who has been in the regular employ of the Authority for not less than twelve (12) months, be absent from duty due to sickness or accident not related to his employment and should any employee who has been in the regular employ of the Authority for not less than ninety-one (91) days be absent from duty due to an accident related to his employment, and provided the employee is under the care

of a regularly licensed physician for such incapacity, the Authority will pay the employee's regular wages on the following basis:

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

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

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

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

7.16 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM 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.

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

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

7.19 SUBROGATION In the event benefits are paid for charges incurred by a covered individual as a result of accidental bodily injury or illness, and if the covered individual or covered employee makes a recovery (whether by settlement, judgment or otherwise) from any person or organization responsible for causing such injury or illness or under any no-fault automobile insurance statute, then the Authority shall have a lien upon any recovery. The covered employee shall reimburse the Authority to the extent of such benefit paid by it, provided that in no event shall the covered employee be required to make reimbursement in an amount

exceeding the recovery made by the covered individual against the person or organization responsible for causing the injury or illness.

ARTICLE 8 – 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 9 – 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 10 – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS

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

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

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

10.3 PROCEDURE Grievances will be processed in the following manner:

Step 1: The grievance must be submitted in writing by the Union to the Department Manager or his 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 his designee shall

investigate the grievance. The Department Manager or his 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 his designee within fifteen (15) working days after receipt of the Authority's answer at Step 1. The Vice-President, Employee Relations, or his designee shall place the grievance on an agenda for a 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.

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

10.5 SELECTION OF ARBITRATOR Within ten (10) working days after the Union or the Authority 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 an 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 arbitrator shall be selected by each party alternately striking a name from the panel until only one (1) name remains. The order of striking shall be determined by the toss of a coin.

In the event the Arbitration arises under Article 10 of the Agreement, the matter will be submitted to a Board of Arbitration consisting of an Arbitrator appointed by the Authority and an Arbitrator appointed by the Union and an Impartial Chairman.

10.6 DECISION The decision of the impartial mediator 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 the final brief presentation of both parties, unless extended by mutual consent of the parties.

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

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

10.9 DISCHARGE CASES In discharge cases, every effort shall be made to schedule the hearing within sixty (60) days of the selection of the impartial arbitrator. The arbitrator shall

be requested to agree to render a decision within twenty (20) working days of the hearing or receipt of the transcript or the briefs, whichever is later.

ARTICLE 11 - TERM OF AGREEMENT

11.1 **PERIOD COVERED** This Agreement shall be in force and effect on January 1, 2007 and shall continue in force and effect to and including December 31, 2011, and from year to year thereafter.

11.2 **CHANGES** Either of the parties hereto shall have the right to open this Agreement for modifications and/or additions to be effective January 1, 2012, or any anniversary date thereafter by written notice to the other party no later than sixty (60) days prior to such anniversary date. Notification submitted in accordance with the foregoing shall contain a written statement of all modifications and/or additions to the Agreement which are proposed. If no agreement is reached within said sixty (60) days, or such further time as both parties may agree upon, the matter shall be submitted to arbitration as provided in this Agreement. All conditions of this Agreement are to continue in full force and effect until changed, revised or amended from time to time by agreement of the parties or by the decision of the Board of Arbitration.

11.3 **SEPARABILITY** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

11.4 **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.

11.5 **RTA REOPENER** 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.

AUTHORIZED BY:

CHICAGO TRANSIT BOARD

ORDINANCE NO. 08-15
ORDINANCE DATE: 2-13-08


Terry Peterson
Chairman
Chicago Transit Authority

LOCAL UNION NO. 134 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

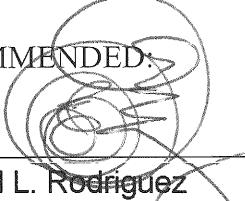

Mike Fedanzo
Business Representative

ATTEST:


Gregory Longhini
Assistant Secretary
Chicago Transit Board


Timothy Foley
Business Manager

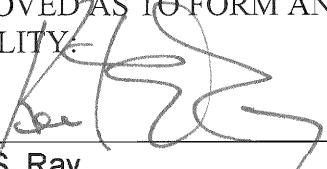
RECOMMENDED:


Richard L. Rodriguez
President
Chicago Transit Authority


Dennis J. Mondero
Senior Vice President
Chief Administrative Officer
Chicago Transit Authority


Robert M. Gierut
Vice President
Chicago Transit Authority

APPROVED AS TO FORM AND
LEGALITY:


Kent S. Ray
Acting General Counsel
Chicago Transit Authority

ORDINANCE NO. 008-15

AN ORDINANCE AUTHORIZING EXECUTION
OF COLLECTIVE BARGAINING
AGREEMENTS CONTAINING THE TERMS
OF THE ARBITRATION AWARD INVOLVING
THE CHICAGO TRANSIT AUTHORITY AND
THE AMALGAMATED TRANSIT UNION,
LOCALS 241 AND 308, AND THE TERMS OF
TENTATIVE AGREEMENTS WITH THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS' UNION, LOCAL
134 (CONTROLLERS, ROADMASTERS
AND YARDMASTERS), AND THE CRAFT
UNION COALITION

WHEREAS, The Metropolitan Transit Authority Act (70 ILCS 3605128a) provides that the Chicago Transit Board has the right to deal with and enter into collective bargaining agreements with employees represented by a labor organization; and

WHEREAS, The Amalgamated Transit Union, Locals 241 ("Local 241") and 308 ("Local 308") are the bargaining agents for certain operating, maintenance, warehouse and clerical employees; and

WHEREAS, The Chicago Transit Authority ("CTA"), has been awarded a five-year collective bargaining agreement with Local 241 and Local 308 pursuant to Arbitrator Edwin H. Benn's Arbitration Award; and

WHEREAS, The Arbitration Award covers a collective bargaining agreement (also known as the Wage and Working Conditions Agreement) effective January 1, 2007, through December 31, 2011; and

WHEREAS, The International Brotherhood of Electrical Workers Union, Local 134, Controllers ("Controllers") is the bargaining agent for approximately sixty (60) Controllers; and

WHEREAS, on June 26, 2007, the CTA and the Controllers reached a tentative agreement on the terms of a new, five-year Collective Bargaining Agreement (also known as the Wage and Working Conditions Agreement) effective January 1, 2007, through December 31, 2011; and

WHEREAS, The International Brotherhood of Electrical Workers Union, Local 134, Roadmasters ("Roadmasters") is the bargaining agent for approximately ten (10) Roadmasters; and

ORDINANCE NO. 008-15

(Continued) -2

WHEREAS, On June 26, 2007, the CTA and the Roadmasters reached a tentative agreement on the terms of a new five-year Collective Bargaining Agreement (also known as the Wage and Working Conditions Agreement) effective January 1, 2007, through December 31, 2011; and

WHEREAS, The International Brotherhood of Electrical Workers Union, Local 134, Yardmaster ("Yardmasters") is the bargaining agent for approximately twenty (20) Yardmasters; and

WHEREAS, On June 26, 2007, the CTA and the Yardmasters reached a tentative agreement on the terms of a new five-year Collective Bargaining Agreement (also known as the Wage and Working Conditions Agreement) effective January 1, 2007, through December 31, 2011; and

WHEREAS, the following unions are known as the Craft Union Coalition:

1. International Association of Machinists & Aerospace Workers, District 8;
2. International Brotherhood of Electrical Workers, Local 9;
3. United Order of American Bricklayers & Stone Masons, Local 21;
4. Sheet Metal Workers International Association, Local 73;
5. Chicago Journeymen Plumbers, Local 130;
6. International Brotherhood of Electrical Workers, Local 134;
7. Metal Polishers/Refinishers, Painters, Production & Novelty Workers, Sign & Display, Automotive & Equipment Painters Workers Union, Local 8A-28A;
8. Pipe Fitters Association, Local 597;
9. Chicago Regional Council of Carpenters, Local 1027
10. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Local 1247; and
11. State and Municipal Teamsters and Chauffeurs Union, Local 726, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; and

ORDINANCE NO. 008-15
(Continued) -3

WHEREAS, On June 14, 2007, the CTA and the Craft Union Coalition reached a tentative agreement on the terms of a new five-year Collective Bargaining Agreement (also known as the Wage and Working Conditions Agreement) with its member units effective January 1, 2007, through December 31, 2011; now, therefore;

**BE IT ORDAINED BY THE CHICAGO TRANSIT BOARD
OF THE CHICAGO TRANSIT AUTHORITY:**

SECTION 1. That the Chairman of the Chicago Transit Board, or her designee, is hereby authorized to execute a Wage and Working Conditions Agreement with Amalgamated Transit Union, Local 241 and Local 308, incorporating Arbitrator Benn's Arbitration Award. A copy of the award is attached hereto and incorporated herein by reference.

SECTION 2. That the Chairman of the Chicago Transit Board, or her designee, is hereby authorized to execute Wage and Working Conditions Agreements between the Chicago Transit Authority and the Controllers, Roadmasters and Yardmasters with expiration dates of December 31, 2011. Said Wage and Working Conditions Agreements shall reflect the terms of the June 26, 2007, tentative agreements with those units.

SECTION 3. That the Chairman of the Chicago Transit Board, or her designee, is hereby authorized to execute Wage and Working Conditions Agreements between the Chicago Transit Authority and the members of the Craft Union Coalition with an expiration date of December 31, 2011. Said Wage and Working Conditions Agreements shall reflect the terms of the June 14, 2007, tentative agreement between the Chicago Transit Authority and the Craft Union Coalition as ratified by the Craft Union Coalition.

SECTION 4. That the Chairman of the Chicago Transit Board, or her designee, and/or the President of the Chicago Transit Authority, or his designee, shall be authorized to apply such terms of the above-referenced Wage and Working Conditions Agreement as they deem appropriate to non-bargained for employees of the Chicago Transit Authority.

ORDINANCE NO. 008-15
(Continued) -4

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

APPROVED:


Chairman

February 13, 2008

PASSED:


Assistant Secretary

February 13, 2008

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 term 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 Illinois Public Labor Relations Act.
- (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 therefore 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 Labor Relations Board.

ATTACHMENT B

CERTIFICATION/RECERTIFICATION PROGRAM

CHICAGO TRANSIT AUTHORITY
Yardmasters

Certification/Recertification Program

PURPOSE OF PROGRAM

As a responsible and safety conscious transit organization, the Chicago Transit Authority must address the concerns and recommendations made by the National Transportation Safety Board, a federal agency that oversees safety issues relating to all modes of transportation. To comply with a NTSB safety concern, the Authority is instituting an ongoing certification and recertification program to assure that employees who monitor the operation of transit vehicles possess sufficient skills and job knowledge to provide safe, efficient and dependable transit service. It is also essential to the well-being of the Authority that our customers and the public at large, are satisfied that their safety is our utmost concern and that they can depend on the competence of CTA employees who operate vehicles.

Certification of employees require initial training to assure that each trainee possesses the required knowledge and skills to monitor the operation. Recertification is a process that, by monitoring employees' performance on an ongoing basis, will provide continued assurance that each employee who monitors the operation maintains an acceptable level of knowledge and skills throughout the employee's career.

CERTIFICATION OF NEWLY-TRAINED EMPLOYEES

All newly trained employees must be certified in each of their required classifications during initial training. The successful employees will receive a "certification card" which will expire two years from the date of initial certification. Each employee will be required to be recertified every two years prior to the expiration of the certification card. Employees will be required to have certification cards for every classification under which they work.

All current employees are considered to be qualified and will be issued a certification card. Certification cards of employees who were hired in even-numbered years will expire during the first twelve-month period of the recertification program. Certification cards of employees who were hired in odd-numbered years will expire during the second twelve-month period of the recertification program.

Each employee will be required to have certification cards for every classification under which they work.

RECERTIFICATION PROCEDURE

Employees will be scheduled for training and testing on an employee's scheduled workday prior to the expiration of the employee's certification card.

- An employee will be notified a minimum of 60 days prior to the expiration date of his/her certification card of the need for recertification training and testing. Upon an employee's written request, training materials will be given to the employee.
- An employee who fails the recertification test will not be permitted to work and will be referred to individual retraining on the employee's next scheduled workday (excluding Sunday).
- An employee will not be allowed to work past the expiration of his/her card. However, in the event the CTA does not schedule an employee for training and testing prior to the expiration date of his/her certification, employee shall be paid until scheduled for training and testing by the CTA.
- Failure to pass the recertification test will not be considered a disciplinary entry on an employee's record.
- The employee will have two opportunities to pass the recertification test. After the second failure, employee will be referred to General Manager or designee for administrative separation.

WRITTEN AND PERFORMANCE TEST

The written test will be applied in a uniform, consistent and non-discriminatory manner and will cover issues relevant to the employee's job classifications including Authority rules, standard operating procedures, knowledge of equipment, troubleshooting and other pertinent information. All test questions will be referenced to published materials that have been issued and are currently available.

The employee's skills in all areas tested must be satisfactory.

The CTA's compliance with this Certification/Recertification Program is subject to the grievance procedure of the Wage and Working Conditions Agreement.

ATTACHMENT C

This Attachment C is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2007 to December 31, 2011.

134 YARDMASTERS
RATE SCHEDULE I

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

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
THROUGH DECEMBER 31, 2011

HOURLY RATED CLASSIFICATIONS

JOB CLASSIFICATION/ CODE	TIME PERIOD	BASIC HOURLY RATE	--- TOTAL PAID* -- BIWEEKLY	HOURLY
H193 YARDMASTER THEREAFTER		32.157	2,572.56	32.157

NOTES: YARDMASTER ESTABLISHED DECEMBER 11, 2006 PER ARBITRATION AWARD.

*TOTAL PAID RATE EFFECTIVE: JANUARY 18, 2008 (B)
(B) - REPRESENTS WAGE INCREASE FOR 2008

RATES PREPARED AND VERIFIED BY THE INDUSTRIAL RELATIONS DEPARTMENT AND PAYROLL
ACCOUNTING. FOR INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL
(312) 681-4113 OR 681-4117.

134 YARDMASTERS
RATE SCHEDULE I

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

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
THROUGH DECEMBER 31, 2011

HOURLY RATED CLASSIFICATIONS

JOB CLASSIFICATION/ CODE	TIME PERIOD	BASIC HOURLY RATE	--- TOTAL PAID* -- BIWEEKLY	HOURLY
H193 YARDMASTER THEREAFTER		33.122	2,649.76	33.122

NOTES: YARDMASTER ESTABLISHED DECEMBER 11, 2006 PER ARBITRATION AWARD.

*TOTAL PAID RATE EFFECTIVE JANUARY 1, 2009.

RATES PREPARED AND VERIFIED BY THE INDUSTRIAL RELATIONS DEPARTMENT AND PAYROLL ACCOUNTING. FOR INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-4113 OR 681-4117.

134 YARDMASTERS
RATE SCHEDULE I

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

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
THROUGH DECEMBER 31, 2011

HOURLY RATED CLASSIFICATIONS

JOB CLASSIFICATION/ CODE	TIME PERIOD	BASIC HOURLY RATE	--- TOTAL PAID* -- BIWEEKLY	HOURLY
H193 YARDMASTER THEREAFTER		34.281	2,742.48	34.281

NOTES: YARDMASTER ESTABLISHED DECEMBER 11, 2006 PER ARBITRATION AWARD.

*TOTAL PAID RATE EFFECTIVE JANUARY 1, 2010.

RATES PREPARED AND VERIFIED BY THE INDUSTRIAL RELATIONS DEPARTMENT AND PAYROLL ACCOUNTING. FOR INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-4113 OR 681-4117.

ATTACHMENT E

This Attachment E is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2007 to December 31, 2011.

ATTACHMENT F

This Attachment F is reserved for future material and is not applicable for the Agreement in force during the period January 1, 2007 to December 31, 2011.

ATTACHMENT “G”

Drug and Policy and
Testing Program for
“Safety Sensitive”
&
“Non-Safety Sensitive”
Employees

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

Effective January 1, 1995
Revised August 7, 2002
Pursuant to an Ordinance
of the
Chicago Transit Authority

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 mass transit 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.

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.

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) 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, Employee Relations (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, Employee Relations 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, or disability.

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 on 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.

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, Employee Relations (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:

- 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 B 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 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.

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. Under FTA requirements, each person covered by this policy is subject to alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function. 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 workbook 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.

A. 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 passes the test. 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. 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 C.

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 mass transit 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 mass transit 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.

The FTA regulations do not provide authority for testing unless the employee is able to give consent. Consistent with that, the Authority will not proceed with any FTA testing of any employee operating the Authority vehicle at the time of the accident who is injured and unconscious, or dead.

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 local law enforcement officials to effectuate the purposes of this policy. The Authority will only utilize such testing when the testing is performed to the standards to which the Authority would adhere if it performed the testing.

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. Subject to adjustment by the FTA, at least fifty (50) percent of the pool comprised of all covered safety-sensitive employees will be subject to drug testing and ten (10) percent of said pool will be subject to alcohol testing each year. 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.

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.

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.

The foregoing 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/or 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 judgement.
- (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.

- 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.

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 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.

Separate from any FTA and DOT requirements, all Authority mandated pre-employment testing and testing attendant to EAP service care (i.e. to satisfy EAP requisites) 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 or Refusal to Submit to a Drug Test

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 and treatment programs.

Additionally, separate from any FTA mandated requirements, any 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 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 or refuses to submit to a drug test will be subject to the provisions contained in Attachment H of the parties' collective bargaining agreement.

B. Consequences of Misuse of Alcohol

1. Applicants for Employment

An applicant for employment covered under this policy who has an alcohol concentration of 0.04 or greater or refuses to submit to an alcohol test will be provided with a list of SAPs and/or treatment programs.

Additionally, separate from any FTA mandated requirements, any applicant for employment covered under this policy who tests positive for alcohol at any concentration level or who refuses to submit to an alcohol test 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 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 greater or refuses to submit to a test 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, 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 134 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 (312) 454-1340.
- 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 Employee Relations.

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 preserved urine sample or an aliquot 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 second sample and with the separation of the aliquot portion 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 Employee Relations 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.

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 insure 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 supercedes Attachment G to the parties' collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING

- (a) To the extent any inconsistencies arise between the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees ("the Policy") and any federal, state, or local laws, regulations, and ordinances, the latter shall control and shall supercede any inconsistent provisions of the Policy.
- (b) Appendix B: List of Safety-Sensitive Employees attached to the Policy set forth certain classifications of employees that the Authority deems to be "safety-sensitive" employees. The Union preserves 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 B.

APPENDIX A: POLICY AND PROGRAM PERSONNEL

Vice President, Employee Relations
312-681-4100

Manager, Drug and Alcohol Program and Testing
312-681-4106

Coordinator, Drug and Alcohol Program and Testing
312-681-4114

Medical Review Officer (MRO)
312-681-2226

Substance Abuse Professional (SAP)
312-681-4116

APPENDIX B: SAFETY-SENSITIVE POSITION TITLES

Job Schedule Number	Union Affiliation	Position Title
4926	Local 134	Yardmaster

APPENDIX C: CONDITION OF EMPLOYEE REPORT

CONDITION OF EMPLOYEE				
EMPLOYEE DATA	DISTRIBUTION: White - Work Location Canary - Accident/Incident File			
	Name _____		Badge # _____	
	Work Location _____		Classification _____	
	Date _____			
OBSERVATION	Time Started Work _____	Time of Observation Accident/Incident _____		
	BALANCE	SURE <input type="checkbox"/>	UNSURE <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	WALKING	STEADY <input type="checkbox"/>	UNSTEADY <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	SPEECH	CLEAR <input type="checkbox"/>	SLURRED <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	BEHAVIORS	COOPERATIVE <input type="checkbox"/>	UNCOOPERATIVE <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	EYES	CLEAR <input type="checkbox"/>	BLOODSHOT <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
BODY ODOR	NONE <input type="checkbox"/>	STRONG <input type="checkbox"/>	WEAK <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	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?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Time of union notification _____			
CTA'S OFFICIAL STATEMENT	Describe reason for report (Accident, Incident, Observation, Other): <hr/> <hr/> <hr/>			
	CTA Supervisor/Official: _____		Date and Time Written: _____	
	Observation Confirmed By: _____ (not required for FTA testing)		Date and Time Written: _____	

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APPENDIX D: DRUG AND ALCOHOL TEST NOTIFICATION

FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

Employee Name _____	Badge No. _____
Classification _____	Work Location _____
Date and Time of Accident/Incident _____	Date and Time Ordered to Submit _____
Type of Test:	
FTA	
<input type="checkbox"/> Random <input type="checkbox"/> Follow-up (in accordance with 49 CFR Part 655.47 and 49 CFR Part 40 Subpart O) <input type="checkbox"/> Reasonable Suspicion (Must attach Condition of Employee form) <input type="checkbox"/> Post Accident (Must attach Special Occurrence Report)	
<input type="checkbox"/> Fatality <input type="checkbox"/> Injury (Immediately Receives Medical Treatment away from the scene, NOTE: Employees who are dead may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test.) <input type="checkbox"/> Disabling Damage (Vehicle towed) <input type="checkbox"/> Rail Vehicle involved that is removed from operation.	
(NOTE: Tests conducted under any of the above listed circumstances for Safety Sensitive Employees conducted pursuant to 49 CFR Parts 655.17 & 655 subpart E.)	
Supervisor Reasons for Not Testing (49 CFR Part 655.44(d))	
If you determine using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Applies only to non-fatal accidents.	
Please note the reason below for not testing: _____ _____ _____	
YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IN ACCORDANCE WITH FTA/CTA REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED CTA OFFICIAL.	
YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPROMISE THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND/OR CTA RULES THAT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.	
Issued By: _____	Received: _____
CTA Notifying Agent _____	Employee's Signature _____
Time Testing Began* _____	*First unsuccessful attempt (if applicable) when directed to do so you must make an attempt to provide a suitable specimen. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge.
Time Testing Completed _____	
Elapsed time from accident/incident to test administration _____	
In the event an alcohol test is not administered within two (2) hours following an accident, prepare and record in the space below the reasons why testing was not promptly administered. If an alcohol test is not administered within eight (8) hours following an accident, make no further effort to administer an alcohol test and document the reasons why the test was not administered within eight (8) hours. In the event a drug test is not administered within 32 hours following an accident, do not continue to administer the drug test. (49 CFR Parts 655.44 (a) & (b))	
Collector's Signature: _____	Reason for Delay or test termination: _____
NOTE: A copy of the Testing Protocol is available upon request.	
EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.	

cta 2785 (rev. 08/06) Employee Relations

DISTRIBUTION:
White - Work Location Copy
Canary - Medical Review Officer
567 Lake Street - 3rd Floor
Pink - Collector Copy

APPENDIX E: DRUG AND ALCOHOL TEST PROTOCOL



COLLECTION PROTOCOL FOR URINE SPECIMEN (Effective 08/01/06)

1. Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
3. You will be directed to provide your CTA ID numbers to be written on the drug testing custody and control form (CCF) by the collector.
4. You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
5. You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
6. You will be directed to remove outer clothing (e.g. coveralls, jacket, coat, hat). You must leave these garments and any briefcase, purse, or other personal belongings with the collector. Failure to comply with these directions will constitute a refusal to test. You may keep your wallet.
7. You will be directed to empty your pockets and display the items in them to the collector.
8. You are not to list on the CCF medications that you are currently taking. (You may make notes of medications on the back of the Donor copy of the CCF for your own convenience, but these notes must not be transmitted to anyone else.)
9. You will be instructed to wash and dry your hands. You may not wash your hands again until after delivering the urine specimen to the collector. You will not be given further access to water or other materials that could be used to adulterate or dilute a urine specimen.
10. You will be directed to select an individually wrapped or sealed collection container from collection kit materials. You must unwrap or break the seal of the collection container. You will not be allowed to take anything from the collection kit into the room used for urination except the collection container.
11. You will be directed to go into a private restroom or closed stall for collection. There you must provide a urine specimen of at least 45 mL. If you fail to provide either a urine specimen or a urine specimen of sufficient quantity, you will be given no more than three hours to produce a satisfactory urine specimen. NOTE: An attempt to provide a urine specimen is required.
12. 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.
13. Following the collection, the collector will ensure that a sufficient amount of urine (45mL) was provided. Within four minutes after being given the urine specimen, the collector will check the temperature of the urine specimen to ensure it is within the acceptable range of 32-38° C/90-100° F. The collector will also check for signs of tampering.
14. In your presence, the collector will do the following:
 - a. Check the box on the CCF (Step 2) indicating that this was a split specimen collection.
 - b. Show you that the seals on the urine specimen bottles are intact.
 - c. Break the seal on the urine specimen bottles in your presence.
 - d. Pour at least 30 mL of urine from the collection container into one urine specimen bottle to be used for the primary urine specimen.
 - e. Pour at least 15 mL of urine from the collection container into the second urine specimen bottle to be used for the split specimen.
 - f. Place and secure the lids/caps on the bottles.
 - g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
 - h. Write the date on the tamper-evident bottle seals.
15. 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.
16. 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.
17. Following completion and review of the CCF by the collector, you will be given the Donor copy of the CCF. The collector will place the sealed urine specimen bottles and the Laboratory copy of the CCF in the appropriate pouches of the plastic bag. The collector will secure both pouches of the plastic bag. You and the collector will initial the tamper evident bag. You will then be directed to leave the collection site.

cta 0762 (rev. 08/06) Employee Relations





COLLECTION PROTOCOL FOR ALCOHOL BREATH TESTING

(Effective 08/01/06)

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

Additionally:

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

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

Effective January 1, 1995

Amended January 1, 2002

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 recently enacted 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 and program, the Authority does not otherwise waive its right to enforce already established rules, policies, or 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 the Authority's 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 on 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 the 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.

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, or disability.

C. Confidentiality

Confidentiality will be maintained throughout the drug and alcohol screening process. The Authority will maintain records in a manner so that disclosure of information to unauthorized persons does not occur. Additionally, the specimen

collection site, testing laboratory, medical review officer ("MRO"), breath alcohol technician ("BAT"), and substance abuse professional ("SAP") will be held to strict confidentiality requirements consistent with the FTA regulations and specifically the following:

- The testing laboratory: shall maintain employee test records in confidence; shall ensure the security of data transmission and limit access to any data transmission, storage, and retrieval system; will report individual drug test results only to the employee tested, the employer, the designated MRO, or the decision maker, in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test; and unless otherwise instructed by the Authority in writing, shall retain all records pertaining to a given urine specimen for a minimum of two (2) years.
- The MRO, BAT, and SAP will report individual test results only to: the employee tested; the Authority's EAP, if applicable; and the management official of the Authority (or the official's designated agent) empowered to recommend or take administrative action.

The Authority will release individual test results to the employee's Union representative upon written direction by the employee. The Authority will not release individual test results to any other party absent a specific written consent of the employee tested authorizing such release to a specifically identified person(s) except as follows:

- To the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested and arising from a test administered under this policy.
- To the National Transportation Safety Board ("NTSB") about any post-accident test performed for an accident under NTSB investigation.
- When requested by the DOT or any DOT agency with regulatory authority over the Authority or any of its employees.
- To a State oversight agency authorized to oversee rail fixed guideway systems.

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 and 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 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 on 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 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 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 duty. The employee will remain off duty 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 work force 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 provided a copy.
- 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 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, 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.

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).

C. Effects of Alcohol

Alcohol is the most commonly abused chemical substance in this country and in the workplace. Out of the two-thirds of all Americans who drink, there are an estimated thirteen million people with serious drinking problems. A problem drinker is anyone who frequently drinks to the state of intoxication. While intoxicated, he/she may exhibit behavior that would never occur while sober. Alcohol problems have a devastating impact on family life, health, and the workplace. The family may be subjected to frequent episodes of violence, physical and emotional neglect, and financial problems. Alcohol abuse may cause or exacerbate problems such as diabetes, ulcers, hypertension, and kidney problems. Emotional health is affected as well due to alcohol misuse, presenting symptoms such as depression, anxiety, hallucination, and insomnia. Alcohol abuse in the workplace costs corporate America millions of dollars each year through excessive absenteeism, lack of motivation, and a rise in the use of medical benefits associated with illness caused by alcoholism.

The most effective way to combat alcohol misuse is treatment. Alcohol detoxification rehabilitation is the only method of intervention used to interrupt alcoholism.

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 non-revenue 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 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. Drug Rule

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

- The use of a controlled substance 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.

3. Alcohol Rule -- Required Hours of Compliance

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 0.05 or greater. No Authority supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.05 or greater shall permit the employee to work.

b. On Duty Use/Possession

All persons covered by this policy are prohibited from using or possessing intoxicants 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 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. 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 the applicant submits to and passes a pre-employment drug and alcohol test. The test will be 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.

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 confirmed by at least two (2) non-bargaining unit supervisory employees 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.

Any employee who fails to submit to a drug and/or alcohol test when ordered to do so by the Authority under the circumstances set forth above will be considered a rule violator and subject to discipline consistent with the terms of Attachment H of the collective bargaining agreement between the Authority and the Union.

If the Authority orders an employee 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 A.
- 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 or 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.

The Authority shall notify Local 134 that one of its bargaining unit employees is being ordered to submit to testing under this policy 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 134 at (312) 454-1340.
- 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 Employee Relations.

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 shall be on the Authority.

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:

- Refusal, by word or action, to take the test.
- Refusal by an employee to complete and sign the Step 2 portion of the "Breath Alcohol Testing Form".
- Refusal to provide breath, to provide an adequate amount of breath as required by this policy without a valid medical evaluation from a licensed physician, or otherwise to cooperate with a breath alcohol test.
- Refusal to provide a urine sample, or to provide an adequate

amount of urine as required by this policy without a valid medical evaluation from a licensed physician, or otherwise to cooperate with a urine sample drug test.

- Tampering with or attempting to adulterate a test sample or collection procedure.
- Failure to report directly to the collection site for random testing when required to do so.
- Failure by an employee who is subject to post-accident testing to remain readily available for such testing, including notifying his/her supervisor of his/her whereabouts after leaving the scene of the accident prior to submission to the test.
- Falsely calling in sick or claiming to be ill at the time of the test.

V. METHODOLOGY

A. Drug Testing Procedures

1. Collection Site Requirements

All urine specimens will be collected at collection sites designated by the Authority under the supervision of trained, qualified medical/ technical personnel. The restricted collection sites will be secured when not in use or, if this is not possible (e.g., when a public restroom is used), the site will be visually inspected by collection site personnel prior to specimen collection to ensure that unauthorized persons are not present and that there are no unobserved entrance points. The site will provide a privacy enclosure for urination, a toilet, a clean writing surface, and a water source for hand washing. All water sources will be protected against attempts to adulterate the sample by use of a blueing agent or physical barrier.

Collection site personnel are responsible for the integrity of the specimen collection and transfer process and for ensuring the dignity and privacy of the donor. All collection site personnel will be trained to prepare

the collection site, collect specimens, examine specimens for tampering or adulteration, observe collections, split and properly label specimens, and preserve the chain of custody of specimens.

At no time will the direct supervisor of the employee serve as the collection site person for a urine test.

The following supplies will be used at each collection site:

- Single-use collection cups;
- Single-use specimen bottles;
- Single-use temperature measurement devices;
- Urine custody and control forms;
- Tamperproof sealing system;
- Shipping containers;
- Writing instruments (suitable for making permanent markings); and
- Written instructions (for collection site personnel and employees subject to testing).

2. Collection Procedures

The collection room will be inspected before and after each specimen collection and will be secured before and restricted during the collection process. The employee's identity will be verified through the use of an Authority employee identification card, driver's license, or verification by Authority supervisory personnel. The employee will be required to remove any unnecessary outer garments and secure them, along with any personal items (except a wallet) carried with them to the collection site, with the collection site personnel, to be retrieved after the test is completed. Any employee suspected of tampering or attempting to tamper with a specimen will be requested by the collector to empty his/her pockets, display the items, and explain the need for them during the collection.

The employee must rinse his/her hands with water and dry them immediately prior to the test. The collector will unwrap the collection cup or specimen bottle in front of the employee who will then be instructed to urinate into the collection cup or specimen bottle. At least forty-five (45)

milliliters (ml.) (about 1-1/2 ounces) of urine will be collected. In the presence of the donor, the collection site technician will split the original specimen assuring that the primary specimen bottle contains thirty (30) ml. of urine and the second bottle at least fifteen (15) ml. of urine.

If the employee is unable to provide at least forty-five (45) ml. of urine, that specimen will be discarded and the collection site technician will instruct the employee, who must remain at the collection site, to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three (3) hours, or until the employee has provided a new urine specimen, whichever occurs first. The container used for the fluids shall be of a volume so as to ensure that the employee is given forty (40) ounces of fluids to drink. Additionally, the collection site technician will provide the employee with the "Collection Protocol for Alcohol/Drug Test Specimens", a copy of which is attached as Appendix B. The employee will then provide a new sample using a fresh collection container. If the employee is still unable to provide an adequate specimen, testing will be discontinued and the employee will be directed to obtain, as soon as possible after the attempted provision of urine, an evaluation from a licensed physician who is acceptable to the Authority concerning the employee's ability to provide an adequate amount of urine. If the employee refuses to drink fluids as directed or to provide a new urine specimen, the collection site technician shall terminate the collection and notify the designated Authority representative(s) that the employee has refused to submit to testing. A refusal to submit to a drug test can be treated as a positive result.

The collection site technician will visually examine the specimen for any unusual color or sediment, note the results on the custody and control form, and, within four (4) minutes of receiving the specimen, record the temperature of the specimen. If the temperature of the specimen is less than ninety (90) degrees Fahrenheit or more than one hundred (100) degrees Fahrenheit (or 32 to 38 degrees Centigrade), the employee supplying the specimen may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the employee may have altered or substituted the specimen. The collection site technician at all times shall carry an instrument for recording a person's oral body temperature. The employee's temperature will be recorded in the appropriate place on the custody and control form.

In the presence of the donor, both bottles will be sealed and labeled (with the same specimen identification number as the custody and control form). After the labels are attached to the specimen bottles, the donor will initial the labels verifying that the specimen is his/hers. The collection site technician and the donor will complete and sign the custody and control form. The collection site technician must: ensure that the donor prints his/her name and signs and dates the certification statement; and upon

completion, check the donor entries for accuracy. Both specimens will be placed in a single shipping container, with the appropriate pages of the custody and control form. The collection site technician will initial and date the tape seal on the shipping container and place the specimen in secure storage until dispatched to the laboratory.

Procedures for collecting urine specimens shall allow individual privacy. If, however, any of the following circumstances exist, a collection site person of the same gender as the individual providing the urine specimen shall obtain a specimen by direct observation:

- The individual has provided a urine specimen that falls outside the normal temperature range (32 to 38°C/90 to 100°F) and either the individual declines to provide a measurement of oral body temperature or the individual's oral body temperature varies by more than 1°C/1.8°F from the temperature of the specimen.
- The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the specimen. In such event, the collection site person will prepare and maintain a written report concerning the observation.
- A urine specimen provided by the individual for testing on a previous occasion was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 0.2 g/l.
- The individual previously has been determined to have used a controlled substance without medical authorization and the test being conducted is a return to duty or follow-up test.

A higher-level supervisor of the collection site person or a designated Authority representative shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of the circumstances described above. It is not necessary for the collection site technician to confer with or procure the approval of the Authority's medical review officer to obtain a direct observation collection

If the employee refuses to cooperate with the collection process, the collection site technician shall inform the designated Authority representative(s) immediately and shall document the non-cooperation on the drug testing custody and control form.

3. Laboratory Testing

All drug testing implemented at the Authority will be completed in a laboratory certified by the U.S. Department of Health and Human Services ("DHHS"). The laboratory will use an immunoassay technique to screen urine specimens for specific drugs. If any prohibited drug registers above the cutoff level in the immunoassay screen ("EMIT"), an aliquot of the same specimen will be confirmed by using gas chromatography/mass spectrometry ("GC/MS").

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

Drug	Cutoff Levels (ng/ml)
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1,000

The following confirmatory cutoff levels will be used:

Drug	Cutoff Levels (ng/ml)
Marijuana metabolite ¹	15
Cocaine metabolite ²	150
Opiates: Codeine	2000
Morphine	2000
6-Acetylmorphine	10
Phencyclidine	25
Amphetamines: Amphetamine	500

Methamphetamine ³	500
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- 1 Delta-9-tetrahydrocannabinol-9-carboxylic acid
 2 Benzoylecgonine
 3 Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

Additionally, all Authority-mandated pre-employment testing attendant to EAP service care (i.e. to satisfy EAP requisites) will be performed to detect for the presence of, in addition to the foregoing substances, 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

Long-term frozen storage (-20 degrees C. or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. All confirmed positive specimens will be retained by the laboratory in their original labeled specimen bottles for a minimum of one year in properly secured long-term frozen storage. Within this one year period, the Authority or any other person designated in a DOT agency regulation may request the laboratory to retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after the end of one year, except that the laboratory shall maintain any specimen known to be under legal challenge for an indefinite period.

4. Review by Medical Review Officer ("MRO")

All drug testing laboratory results will be reviewed by a qualified medical review officer ("MRO") designated by the Authority to verify and validate the test results. The MRO will conduct an administrative review of the control and custody form to insure its accuracy. The MRO also will review and interpret an individual's confirmed positive test by: reviewing the individual's medical history; affording the individual an opportunity to discuss the test result; and deciding whether there is a legitimate medical explanation for the result. The MRO may request a second analysis of the original specimen, if appropriate.

If, after the MRO makes all reasonable efforts (and documents them), the MRO is unable to reach the individual directly, the MRO will contact a designated Authority representative who will direct the employee to contact the MRO as soon as possible. If, after making all reasonable efforts, the designated Authority representative is unable to contact the employee, the Authority may place the employee on temporary unqualified status or medical leave.

The MRO will report each verified test result to the person(s) designated by the Authority. Reporting of a verified positive result or taking action required as a result of a positive drug test will not be delayed pending additional sampling analysis. The MRO will maintain all necessary records and send test results reports to the Authority's Vice President, Human Resources (or a designated representative).

B. Alcohol Testing Procedures

1. Collection Site Requirements

All breath alcohol tests will be administered at testing sites designated by the Authority under the supervision of trained, qualified personnel. The secure, restricted collection site will provide privacy for the individual being tested.

The breath specimen will be collected through the use of an evidential breath testing device ("EBT") approved by the National Highway Traffic Safety Administration ("NHTSA") and performed by a breath alcohol technician ("BAT") proficient in the use of the EBT device. A BAT-qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to perform the test in a timely manner (except that a supervisor shall not serve as a BAT for the employee in any circumstance prohibited by a DOT operating administration regulation).

For confirmation tests, the EBT will print triplicate results, assign unique and sequential test numbers, and print on each copy of the result the manufacturer's name for the device, the device serial number, and the time of the test. For screening tests, a logbook will be used in conjunction with any EBT that does not meet the above requirements. A separate logbook will be used for each EBT device to record the test number, date of test, name of BAT, location of the test, quantified test result, and initials of the employee taking each test.

2. Breath Testing Procedures

The employee's identification will be verified through the presentation of an Authority employee identification card, driver's license, or verification by Authority supervisory personnel. Screening will not proceed if identification cannot be verified. Failure to verify identification will be considered a positive test result. The designated Authority representative(s) will be notified of all employees who fail to report for testing.

The BAT will explain the testing procedures to the employee and the employee and the BAT will complete, date, and sign the breath alcohol testing form indicating the employee is present and providing a breath specimen. Identical copies of the completed form will be distributed to the BAT, the employee, and the Authority. The test shall be invalid if the BAT does not sign the form.

The BAT will open an individually sealed, disposable EBT device mouthpiece in view of the employee and attach it to the device. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds (or until an adequate amount of breath has been obtained) and show the employee the result obtained. If the result of the screening test shows an alcohol concentration of less than 0.05, the test will be reported as a negative test and no further testing is required. The employee may return to his/her assigned work.

If the employee attempts and fails to provide an adequate amount of breath, the BAT shall again instruct the employee to provide an adequate amount of breath. If the employee refuses to make the attempt, the BAT shall immediately inform the designated Authority representative(s).

If the result of the screening test shows an alcohol concentration of 0.05 or greater, a confirmation test will be performed. The confirmation test will be conducted at least fifteen (15) minutes, but not more than thirty (30) minutes, after the completion of the initial screening test. If a BAT other than

the one who conducted the screening test conducts the confirmation test, the new BAT shall initiate a new breath alcohol testing form. The BAT will inform the employee of the need to conduct a confirmation test and that employee must remain at the testing site until the confirmation test is completed. The BAT shall instruct the employee not to eat, drink, put any object or substance in his/her mouth, and, to the extent possible, belch during the waiting period before the confirmation test. The BAT also shall explain to the employee the reason for the waiting period (i.e. to prevent any accumulation of mouth alcohol leading to an artificially high reading) and the fact that it is for the employee's benefit. The BAT also shall explain that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. The employee will be provided a secure, restricted waiting area where he/she cannot be observed.

Before the confirmation test is administered, the BAT will conduct an air blank on the EBT device. Up to two air blanks can be taken to get a reading not greater than 0.00. Before the confirmation test is administered, the BAT shall ensure that he/she and the employee read the sequential test number displayed by the EBT. The confirmation test will be conducted using the same procedures as the screening test. A new EBT device mouthpiece will be used. The employee shall be provided with a copy of the printout of the confirmation test and permitted to view the visual readout.

If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result. If the result displayed on the EBT device is not the same as that on the printed form produced by the EBT device, the test will be cancelled and the EBT device removed from service. The BAT will sign and date the form and the employee will sign and date the certification statement which includes a notice that the employee will not be allowed to perform his/her assigned work if the results are 0.05 or greater. The test shall be invalid if the BAT does not sign the form. The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamperproof tape. The test shall be invalid if the BAT fails to note on the remarks section of the form that the employee has failed or refused to sign the form following the recording or printing on or attachment to the form of the test result.

If a screening or confirmation test cannot be completed, the BAT will, if practicable, begin a new test using a new alcohol testing form with a new sequential test number. If the employee refuses to complete and sign the breath alcohol testing form, provide breath, provide an adequate amount of breath, or otherwise fails to cooperate or comply with the testing process in a way that prevents the completion of the test, this shall be noted by the BAT in the remarks section of the form, the test shall be terminated, and the

designated Authority representative(s) shall be notified immediately.

In the event that the next calibration check of an EBT produces a result that differs by more than the tolerance stated in the QAP from the known value of the test standard, every test result of 0.05 or above obtained on the device since the last valid external calibration check shall be invalid.

C. Evaluation by Substance Abuse Professional

Any employee who has a verified positive drug test result or a breath alcohol concentration of 0.05 or greater will be advised of the resources available to evaluate and resolve problems associated with drug abuse or alcohol misuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. The employee also will be assessed by a substance abuse professional designated by the Authority who will determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

D. Notification of Test Results

The Authority shall, whenever possible 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.b.iv shall be reported only where positive and results of tests pursuant to Section IV.B.1.b.v shall be reported only where the employee had 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 results of any drug and alcohol test conducted pursuant to Section IV.B.1.b.iv. If the test results do show the presence of any controlled substance or alcohol, the employee shall be removed from service immediately and further action shall be taken by the Authority consistent with the terms and provisions of this policy.

If the results of a drug test show the presence of any of the aforementioned controlled substances, the employee, or the Union upon written direction by the employee, shall have the right to request the preserved urine sample or an aliquot 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 costs associated with the storage of the second sample and with the separation of the aliquot portion shall be borne by the Union.

E. Inability to Provide An Adequate Amount of Urine Specimen or Breath

Any applicant or employee who is unable to provide an adequate amount of urine specimen for drug testing will be directed to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three (3) hours, or until the employee has provided a new urine specimen, whichever occurs first. Additionally, the employee shall be given the "Collection Protocol for Alcohol/Drug Test Specimens", a copy of which is attached as Appendix B. If the employee refuses to drink fluids as directed or to provide a new urine specimen, the collection site person shall terminate the collection and the employee shall be considered to have refused to submit to testing.

An employee who is unable to provide a sufficient urine specimen for drug testing and/or an adequate amount of breath for alcohol testing will be directed to obtain an evaluation from a licensed physician who is acceptable to the Authority concerning the employee's medical ability to provide an adequate amount of urine and/or breath. If the physician determines, in his/her reasonable medical judgment, that a medical condition has or, with a high degree of probability, could have precluded the employee from providing an adequate amount of urine and/or breath, the employee's failure to do so will not be regarded as a refusal to take the test. If the physician, in his/her reasonable medical judgment, is unable to make such a determination, the employee's failure to provide an adequate amount of urine and/or breath will be regarded as a refusal to take the test. In either event, the physician shall provide to the MRO a brief written statement setting forth his/her conclusion and the basis for it (which shall not include detailed information on the medical condition of the employee). Upon receipt of this statement, the MRO shall report his/her conclusions to the Authority in writing.

An applicant who is unable to provide a sufficient urine specimen for drug testing and/or an adequate amount of breath for alcohol testing will be disqualified from consideration for employment with the Authority (without referral to a physician or evaluation by the MRO).

VI. CONSEQUENCES OF POSITIVE TEST, REFUSAL TO TAKE TEST, AND/OR NON-COMPLIANCE WITH TESTING PROCEDURES

A. Applicants for Employment

Any applicant who tests positive for drugs and/or alcohol, refuses to submit to a drug or alcohol test administered under this policy, refuses to complete and sign the requisite testing forms, or otherwise fails to cooperate with the testing process in a way that prevents the completion of a test will be disqualified from consideration for employment with the Authority.

B. Employees

Any employee who tests positive for drugs and/or alcohol, refuses to submit to a drug or alcohol test administered under this policy, refuses to complete and sign the requisite testing forms, or otherwise fails to cooperate with the testing process in a way that prevents the completion of a test 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.

VII. 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.A.3 and alcohol in conformity with Section V.B.2, 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 1/2) times the employee's straight time hourly rate for all hours or portions thereof in excess of his 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 in the offices of the Labor Relations Department. Said meeting shall include the employee, a Union representative, a member of the Labor Relations 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 not 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 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.

VIII. GRIEVANCE-ARBITRATION PROCEDURE

Any dispute concerning this policy involving bargaining unit employees shall be subject to the parties' grievance-arbitration procedures contained in their 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 supersede any inconsistent provisions of the Policy.

Appendix A. Condition of Employee Report

CONDITION OF EMPLOYEE

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

EMPLOYEE DATA	Name _____ Badge # _____ Work Location _____ Classification _____ Date _____ Time Started Work _____ Time of Observation Accident/Incident _____			
OBSERVATION	BALANCE	SURE <input type="checkbox"/>	UNSURE <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	WALKING	STEADY <input type="checkbox"/>	UNSTEADY <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	SPEECH	CLEAR <input type="checkbox"/>	SLURRED <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	BEHAVIORS	COOPERATIVE <input type="checkbox"/>	UNCOOPERATIVE <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	EYES	CLEAR <input type="checkbox"/>	BLOODSHOT <input type="checkbox"/>	QUESTIONABLE <input type="checkbox"/>
	BODY ODOR	NONE <input type="checkbox"/>	STRONG <input type="checkbox"/>	WEAK <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: _____ _____ _____			
TEST NOTIFICATION	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 OFFICIAL STATEMENT	Describe reason for report (Accident, Incident, Observation, Other): _____ _____ _____ CTA Supervisor/Official: _____ Date and Time Written: _____ Observation Confirmed By: _____ Date and Time Written: _____ (not required for FTA testing)			

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Appendix B. Collection Protocol for Alcohol/Drug Test Specimens



COLLECTION PROTOCOL FOR URINE SPECIMEN (Effective 08/01/06)

1. Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
3. You will be directed to provide your CTA ID numbers to be written on the drug testing custody and control form (CCF) by the collector.
4. You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
5. You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
6. You will be directed to remove outer clothing (e.g. coveralls, jacket, coat, hat). You must leave these garments and any briefcase, purse, or other personal belongings with the collector. Failure to comply with these directions will constitute a refusal to test. You may keep your wallet.
7. You will be directed to empty your pockets and display the items in them to the collector.
8. You are not to list on the CCF medications that you are currently taking. (You may make notes of medications on the back of the Donor copy of the CCF for your own convenience, but these notes must not be transmitted to anyone else.)
9. You will be instructed to wash and dry your hands. You may not wash your hands again until after delivering the urine specimen to the collector. You will not be given further access to water or other materials that could be used to adulterate or dilute a urine specimen.
10. You will be directed to select an individually wrapped or sealed collection container from collection kit materials. You must unwrap or break the seal of the collection container. You will not be allowed to take anything from the collection kit into the room used for urination except the collection container.
11. You will be directed to go into a private restroom or closed stall for collection. There you must provide a urine specimen of at least 45 mL. If you fail to provide either a urine specimen or a urine specimen of sufficient quantity, you will be given no more than three hours to produce a satisfactory urine specimen. NOTE: An attempt at provide a urine specimen is required.
12. 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.
13. Following the collection, the collector will ensure that a sufficient amount of urine (45mL) was provided. Within four minutes after being given the urine specimen, the collector will check the temperature of the urine specimen to ensure it is within the acceptable range of 32-38° C/90-100° F. The collector will also check for signs of tampering.
14. In your presence, the collector will do the following:
 - a. Check the box on the CCF (Step 2) indicating that this was a split specimen collection.
 - b. Show you that the seals on the urine specimen bottles are intact.
 - c. Break the seal on the urine specimen bottles in your presence.
 - d. Pour at least 30 mL of urine from the collection container into one urine specimen bottle to be used for the primary urine specimen.
 - e. Pour at least 15 mL of urine from the collection container into the second urine specimen bottle to be used for the split specimen.
 - f. Place and secure the lids/caps on the bottles.
 - g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
 - h. Write the date on the tamper-evident bottle seals.
15. 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.
16. 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.
17. Following completion and review of the CCF by the collector, you will be given the Donor copy of the CCF. The collector will place the sealed urine specimen bottles and the Laboratory copy of the CCF in the appropriate pouches of the plastic bag. The collector will secure both pouches of the plastic bag. You and the collector will initial the tamper evident bag. You will then be directed to leave the collection site.



COLLECTION PROTOCOL FOR ALCOHOL BREATH TESTING

(Effective 08/01/06)

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

Additionally:

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

Appendix C. Terms and Definitions

Air Blank	A reading by an EBT of ambient air containing no alcohol.
Alcohol	The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.
Alcohol Concentration	The alcohol is a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.
Alcohol Use	The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
Aliquot	A portion of a specimen used for testing.
Blind Sample or Blind Performance Test Specimen	A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.
Breath Alcohol Technician (BAT)	An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
Cancelled or Invalid Test	In drug testing, a drug test that has been declared invalid by a Medical Review Officer. A cancelled test is neither a positive nor a negative test. A sample that has been rejected for testing by a laboratory is treated the same as a cancelled test. In alcohol testing, a test that is deemed to be invalid is neither a positive nor a negative test.
Collection Container	A container into which the employee urinates to provide the urine sample used for a drug test.
Collection Site	A place designated by the Authority where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collection Site Person	A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.
Confirmation (or Confirmatory Test)	In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. (Gas chromatography/ mass spectrometry [GC/MS] is the only authorized method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.) In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.
Contractor	A person or organization that provides a service for the Authority consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.
Controlled Substance	The substances defined and included in the Schedules of Article II of the Illinois Controlled Substances Act, 720 ILCS 570/201 <u>et seq.</u>
DHHS	The U.S. Department of Health and Human Services or any designee of the Secretary of the Department of Health and Human Services.
DOT	The U.S. Department of Transportation or any designee of the Secretary of the Department of Transportation.
Drug Metabolite	The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.
Drug Test	The laboratory analysis of a urine specimen collected in accordance with regulations promulgated by the DOT and analyzed in a DHHS-approved laboratory.

Evidential Breath Testing Device (EBT)	An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).
FTA	Federal Transit Administration
Medical Review Officer (MRO)	A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Authority's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information.
Pass a Drug Test	<p>An individual passes a drug test when a Medical Review Officer determines, in accordance with procedures established by the DOT, that the results of the test:</p> <ul style="list-style-type: none"> • Showed no evidence or insufficient evidence of a prohibited drug or drug metabolite • Showed evidence of a prohibited drug or drug metabolite for which there was a legitimate medical explanation • Were scientifically insufficient to warrant further action • Were suspect because of irregularities in the administration of the test, or observation, or custody and control procedures
Performing a Safety-Sensitive Function	A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
Prescribed Drug	Any controlled substance or narcotic prescribed by a qualified, licensed health provider.

Prohibited Drug	Marijuana, cocaine, opiates, amphetamines, or phencyclidine.
Safety-Sensitive Position	A duty, position, or job category that requires the performance of a safety-sensitive function(s).
Screening Test (or Initial Test)	In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
Shipping Container	A container capable of being secured with a tamper-evident seal that is used to transfer one or more urine specimen bottle(s) and associated documentation from the collection site to the laboratory.
Specimen Bottle	The bottle that, after being labeled and sealed, is used to transmit a urine sample to the laboratory.
Split Specimen	An additional specimen collected with the original specimen to be tested in the event the original specimen tests positive.
Substance Abuse Professional (SAP)	A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.
Verified Negative (drug test result)	A drug test result reviewed by an MRO and determined to have no evidence of prohibited drug use.
Verified Positive (drug test result)	A drug test result reviewed by an MRO and determined to have evidence of prohibited drug use.

Appendix D. Policy and Program Personnel

Vice President, Employee Relations
312-681-4100

Manager, Drug and Alcohol Program and Testing
312-681-4106

Coordinator, Drug and Alcohol Program and Testing
312-681-4114

Medical Review Officer (MRO)
312-681-2226

Substance Abuse Professional (SAP)
312-681-4116

ATTACHMENT H

EMPLOYEE ASSISTANCE PROGRAM

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 violators 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 and Special Part-Time (SPT).

3. Notwithstanding paragraph 2 above, employees who perform safety-sensitive functions and have entered the EAP due to an alcohol, narcotics 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.

9. 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 plan 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 volunteers 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.

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 nonsafety-sensitive will be returned to active status in his/her former nonsafety-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 Officer finds unfit to return to duty, shall be made a rule violator provided the employee has no prior rules violations 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 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 Officer finds unfit to return to duty, shall be terminated.
12. Although an employee may be accepted into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem as a rule violator only once during the course of his/her employment, such an employee will have the right to volunteer three (3) times into the Program for this problem during the course of employment. However, no employee shall have access to the EAP as either a volunteer or a rule violator, or a combination of the two, more than three times during his/her employment. (Therefore, an employee may either volunteer three (3) times, or be a volunteer twice (2) and a rule violator once (1) during his/her employment.)
13. Any employee who is not actively working in his/her regular classification as a result of participating in the EAP is entitled to receive upon request and on the same basis as all other employees, payment for any unused vacation. Such vacation payment will not be given during the same period as an indemnity payment.

14. It is understood, however, that nothing herein shall serve to provide benefits to employees who would not otherwise be entitled to same under Article 15 (Insurance and Sickness Benefits) of the collective bargaining agreement.

D. Restrictions

An employee suffering from an alcohol/narcotics/substance use/abuse or psychiatric impairment will be removed from a 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 the 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 precludes 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 a 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 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. 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 II.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. 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

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 includes 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 Program 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 (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.

SIDE LETTER

On or before June 30, 2007, the Authority shall increase the number of full-time Yardmasters to twenty (20), subject to the Authority's statutory right to reduce the workforce. The Parties further agree that the Authority shall have until on or before June 30, 2007 to transition Yardmasters not currently located at Rosemont/O'Hare, 98th, or Howard to those yards, and to transition Yard Leaders currently located at Rosemont/O'Hare, 98th, or Howard to other locations.

4-16-07

Dated

For the Union:



For the Employer:

