

VI. ENFORCEMENT OF POLICY

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

1. Applicants for Employment

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

2. Employees

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

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

B. Union Involvement

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

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

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

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

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

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

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

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

C. Consequences of Negative Test for Employees

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

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

D. Dilute Specimen

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

VII. GRIEVANCE-ARBITRATION PROCEDURE

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

VIII. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

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

MEMORANDUM OF UNDERSTANDING

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

APPENDIX A

POLICY AND PROGRAM PERSONNEL

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

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

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

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

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

APPENDIX B – CONDITION OF EMPLOYEE REPORT FORM 3134

CONDITION OF EMPLOYEE

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

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

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

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Employee Name _____ Classification _____ Date and Time of Accident/Incident _____	Badge No. _____ Work Location _____ Date and Time Ordered to Subvert _____	
Type of Test: FDA ☐ Random ☐ Follow-up (in accordance with 48 CFR Part 604.47 and 48 CFR Part 48 Subpart 6) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Fatality ☐ Injury Requiring Medical Treatment over the course of 30 days. Employees who are shot may not be tested. Employees who are injured and transported may not be tested and such time as they are able to accept to test.) ☐ Drunking Damage (Vehicle involved) ☐ Rail Vehicle Involved that is removed from operation. (NOTE: This optional category of no choice but consideration for safety because Employee excluded pursuant to 48 CFR Part 604.47 & 48 CFR Subpart E.)		
CTA ☐ I.D.D. (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Possible Claim of Injury ☐ Property Damage ☐ Police-up		
Supervisor Reason for the Testing (48 CFR Part 604.44(b) and its only to non-test accidents. If you are ordering, make the best information available at the time of the delivery. But the entire-employee's information can be completely discarded as a supervisor's test to the student, you do not need to test everyone. Please state reason below for not testing: _____ _____ _____		
YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A HAIR AND/OR ALCOHOL TEST IMMEDIATELY WITHIN FIVE (5) MINUTES. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED WITH OFFICIAL. YOUR FAILURE TO IMMEDIATELY REPORT AS ORDERED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN AN ATTEMPT TO CONDUCT THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND/OR RULES THAT MAY RESULT IN IMMEDIATE ACTION UP TO AND INCLUDING DISCIPLINE. Issued By: _____ Received: _____ CTA Testing Agent Employee's Signature		
Collector Information: Time Testing Began _____ Time Testing Completed _____ Elapsed Time from notification to test administration _____ (In two cases an elapsed test is not administered within two (2) hours following an accident, process and issued in the space below the reason why testing was not properly administered. If an interval test is not administered within eight (8) hours following an accident, make an effort call to subvert on and should be discussed the reasons why the test was not administered within eight (8) hours. In the event a drug test is administered within 24 hours following an accident, do not continue to administer the drug test. (48 CFR Part 604.44 (g) & (h))		
Collector's Signature _____		
Supervisor Information: Supervisor Reason for Delay or Test Termination: _____ _____ _____		
NOTE: A copy of the Testing Protocol is available upon request. EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.		

ATTACHMENT H

Employee Assistance Program (EAP)

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

ATTACHMENT H

Employee Assistance Program (EAP)

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

A. Services

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

1. **Substance Abuse**

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

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

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

3. **Other**

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

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

B. Participation

1. **Volunteers**

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

2. First Time Rule Violators

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

3. Independent Treatment Services

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

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

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

C. Treatment Programs

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

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

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

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

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

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

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

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

E.1 Return to Former Classification

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

Alcohol/Narcotics/Controlled Substances:

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

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

Psychiatric Impairment:

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

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

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

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

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

F. Bridging of the Work Record

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

G. Program Adherence

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

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

3.

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

4.

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

5.

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

H. Administration of the Employee Assistance Program

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

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

I. Hiring of Former Part-time Employees

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

J. Effective Date

Date of ratification by both parties.

K. Grievance/Arbitration Procedure

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

ATTACHMENT H APPENDIX

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

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

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

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

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

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

EXHIBIT A: SOLE AGREEMENT
Chicago Regional Council of Carpenters,
United Brotherhood of Carpenters and Joiners of America,
Local 1027

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No. 1: Full-time Temporary Employees for
Capital Projects



Chicago Transit Authority

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

March 23, 1990

Mr. W. R. Skorupski
Business Representative
United Brotherhood of Carpenters
and Joiners of America
12 East Erie Street
Chicago, IL 60611

Re: Full-Time Temporary Employees
For Capital Projects

Dear Mr. Skorupski:

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

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

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

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

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

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

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

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

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

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

Accepted:

4-10-90
WR *[Signature]*
For 1027

Very truly yours,

[Signature]

James E. Bidwill
Director, Contract Administration

JEB:lf

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

Carpenters

**Number of
Positions**

**Approximate
Duration**

Program

1 FTT Carpenter
5 FTT Carpenters

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

2400 C/D REHAB
2000 MINI-REHAB

TOTAL: 6

No. 2: Full-Time Temporary Employees for Capital
Projects Hired Prior to March 23, 1990
(includes Exhibit A & Exhibit B)



Chicago Transit Authority

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

June 27, 1990

CORRECTED COPY - 7/10/90 8124190

Mr. W. R. Skorupski
Business Representative
United Brotherhood of Carpenters
and Joiners of America
Local 1027
7800 W. Madison Street
River Forest, Illinois 60305

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

Dear Mr. Skorupski:

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

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

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

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

If you have any questions, please contact me immediately.

Very truly yours,

A handwritten signature in dark ink, appearing to read "James E. Bidwill". The signature is fluid and cursive, with a large, sweeping "B" and "W".

James E. Bidwill
Director, Contract Administration

ACCEPTED:

W.R. Skorupski 7-17-90

Mr. W. R. Skorupski

June 27, 1990 - CORRECTED COPY 7/10/90 9/24/90

Page - 2 -

cc: C. Andersen (w/attachments)

T. Czech

A. Gaughan

R. Gierut

G. Kurowski

C. Lang

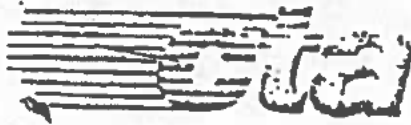
R. LeBron

D. Hillock

G. Tapling

D. Traxler

G. Ward, Jr.



Chicago Tran

Merchandise Mart Plaza, P.O.
Chicago, Illinois 60654
(312) 644-7200

EXHIBIT A

March 23, 1990

JK
10/1/02 JFC
10/7/02

Mr. W. R. Skorupski
Business Representative
United Brotherhood of Carpenters
and Joiners of America
12 East Erie Street
Chicago, IL 60611

Re: Full-Time Temporary Employee
For Capital Projects

Dear Mr. Skorupski:

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

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

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

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

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

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

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

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

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

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

Accepted:

4-10-90
WR *[Signature]*
Lent 1027

B:lf

Very truly yours,

[Signature]
James E. Bidwill
Director, Contract Administration

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

Carpenters

Number of
Positions

Approximate
Duration

Program

1 FTT Carpenter
5 FTT Carpenters

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

2400 C/D REHAB
2000 MINI-REHAB

TOTAL: 6

CARPENTERS (3 Employees)

Exhibit B

1. Employee Name: Peter Sternquist
Badge No: 7(1)(b)
Entered Service Date: 9/25/89
Job Classification: Full-time temporary carpenter
Capital Program

Pursuant to Agreement:

- Eligible for full-time permanent benefits: 3/25/90
Eligible for holidays: 6/25/90
Eligible for hospital/medical benefits: 6/25/90
Note: A pay adjustment memo must be submitted to Payroll Operations to compensate Mr. Sternquist for the 4th of July Holiday.

2. Employee Name: Daniel Ortegon
Badge No: 7(1)(b)
Entered Service Date: 8/21/89
Job Classification: Full-time temporary carpenter
Capital Program
Rehire Date: 4/9/90
Rehire Job Classification: Full-time temporary carpenter

Pursuant to Agreement:

- Eligible for full-time permanent benefits: 2/21/90
Eligible for holidays: 5/21/90
Eligible for hospital/medical benefits: 5/21/90
Note: A corrected Hire Notice must be prepared to change Mr. Ortegon from FTT to FTP status effective 4/9/90. A pay adjustment memo must be submitted to Payroll Operations to compensate Mr. Ortegon for the Memorial Day and 4th of July Holidays.

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

Pursuant to Agreement:

- Eligible for full-time permanent benefits: 2/21/90
Eligible for holidays: 5/21/90
Eligible for hospital/medical benefits: 5/21/90
Note: A corrected Hire Notice must be prepared to change Mr. Perez from FTT to FTP status effective 2/25/90. A pay adjustment memo must be submitted to Payroll Operations to compensate Mr. Perez for the Memorial Day and 4th of July Holidays.



Chicago Transit Authority

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

December 10, 1990

J. K. C.
10-7-02

No. 3: Inter-Union Transfers (Includes cover memo
Dated 2/27/91)

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

RE: Inter-Union Transfers

Dear Mr. Burkard:

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

The agreement is as follows:

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

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

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

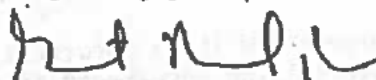
Nick F. Burkard
Page - 2 -
December 10, 1990

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

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

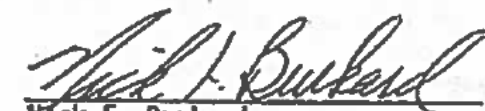
If the above accurately reflects the agreement between the Authority and the unions you represent as a member of the Interest Arbitration Panel, please so indicate by signing below.

Very truly yours,



Grant Ward, Jr.
Manager, Labor Relations

APPROVED:


Nick F. Burkard

GW/JEB/mrn



February 27, 1991

JK

10/1/02

DT 10/1/02

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

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

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

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

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


James E. Bidwill

JEB:ek
Attach.

cc: T. Czech
A. Gaughan
R. Gierut
E. Hill
D. Hillock

C. Lang
R. LeBron
J. Marshall
D. Martin
R. Smith

T. Stevens
G. Tapling
D. Traxler
G. Ward, Jr.
R. Winston

No. 4: Procedures Concerning Transfer of
Carpenters to Night or Day Shifts at
Skokie Shops



Chicago Transit Authority

3701 West Oakton Street
Skokie, Illinois 60076
(312) 973-3260

October 7, 1992

SE
Agn
OK
10/7/02
RECEIV

OCT 19 1992

LABOR RELATIONS DEPARTMENT

Mr. Vito Skorupski
President,
United Brotherhood of Carpenters
and Joiners of America
Local 1027
7800 W. Madison
River Forest, IL 60305

Dear Mr. Skorupski:

On September 3, 1992, we met with Messrs. Michael O'Sullivan, Ennio Panozzo, Matt Spatzek and Michael Sabo at Skokie Shops. At that time, we discussed the re-establishing of seniority rights when determining who is moved from the day shift to the P.M. shift and vice-versa.

Currently, when an increase in production was needed or a job opening occurred on the P.M. shift, a survey was conducted by Skokie Shop Management. This survey started at the top of the seniority list and every carpenter was asked if they would voluntarily move to the P.M. shift. If no one volunteered, the carpenter with the least seniority would be placed on that shift. However, when there was a need for a carpenter on the day shift, a "letter of request policy" dictated who was given the opportunity to go on the day shift. This letter of request policy was defined as allowing anyone on the P.M. shift to submit a letter of request to return to the day shift. Each letter was dated and kept by management until such time when an opening occurred. The Carpenter who submitted his/her letter first would be given the opportunity to change his/her shift. If two (2) letters were submitted at the same time, the seniority of these two (2) employees would prevail.

Future shift changes in the Carpenter's area (416) will be handled in accordance with the following procedure:

- (1) If a need exists which means a carpenter must be placed from the day shift to the P.M. shift the procedure currently in use (as stated above) will be used.
- (2) If a need exists which means a carpenter must be placed from the P.M. shift to the day shift, the carpenter with the most seniority will be surveyed and this survey will continue by seniority until which time the need is satisfied.

In addition to the above and in agreement with all parties, Mr. Richard Harris will be allowed to move from the P.M. shift to the day shift based on the facts discussed at our meeting.

Mr. Vito Skorupski
September 4, 1992
Page 2

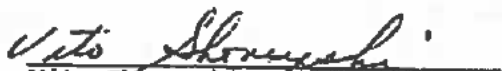
If the above accurately represents the understanding between the Authority and the United Brotherhood of Carpenters Local 1027, please sign below and return to me.

Very truly yours,



Timothy D. Wester
Manager,
Shop Support (Rail)

APPROVED:


Vito Skorupski
President,
United Brotherhood of Carpenters
and Joiners of America
Local 1027

TDW:mtt
Attachments (2)

Distribution
E. Avenir
J. Bidwill
L. Bretz
R. Juvinall
W. Mooney
A. Murphy-Gaughan
M. O'Sullivan
E. Panozzo
M. Sabo
M. Spatzek
G. Ward

No. 5: Carpenters Bus Wheelchair Lift Maintenance
And Repair Premium

AGREEMENT

This Agreement, made this 24th day of June, 1993, by and between the Chicago Transit Authority ("the Authority") and Local Union 1027, United Brotherhood of Carpenters and Joiners of America ("the Union"),

WITNESSES:

WHEREAS, a certain Carpenter represented by the Union is engaged in duties concerned with repairing and maintaining wheelchair lifts on handicapped-accessible buses; and

WHEREAS, these duties require specialized training; and

WHEREAS, the parties agree that the nature of the duties is such that a premium is appropriate for the performance of such duties; and

WHEREAS, the parties agree that the establishment of such a premium is not intended to create a precedent for performance of duties other than the repairing and maintaining of wheelchair lifts on handicapped-accessible buses;

NOW, THEREFORE, the parties agree as follows:

1. Carpenters Workers who have been trained in and assigned to the duties of bus wheelchair lift maintenance and repair will receive a premium of twenty-five cents (\$.25) per hour for each hour or portion thereof that they are engaged in the performance of such specialized duties.

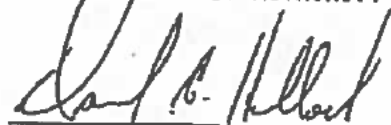
2. This agreement and the premium payments set forth in paragraph one, above, are retroactive to the pay period beginning closest to March 1, 1992.

3. This agreement and its terms and conditions apply only to the present issue of wheelchair lift premiums and have no applicability to any other issue between the parties. The Authority and the Union specifically agree that this agreement shall not be used as a precedent in any future discussions, negotiations, arbitrations, administrative or legal proceedings, except as may be necessary to enforce the provisions hereof.

THIS AGREEMENT is signed this 24th day of June, 1993 in the City of Chicago, Cook County, Illinois.

BY:

CHICAGO TRANSIT AUTHORITY



David A. Hillock
Vice President, Bus Operations

LOCAL 1027, UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS
OF AMERICA



W.R. Skorupski
President