

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

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

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

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

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

(c) Treatment on or to the teeth.

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

Covered Drug Charges shall not include expenses incurred for drugs:

(1) obtained without a prescription,

(2) which are non-legend drugs or for injectable drugs other than injectable insulin,

(3) to eligible persons while such persons are confined as in-patients in a hospital, extended care facility or any similar institution,

(4) which an eligible person is entitled to receive without charge from a municipal, state or federal program, except Title XIX of Social Security Amendments of 1965 (Public Law 89-97, 89th Congress, First Session), or any source whether contributory or not,

(5) which, when taken in accordance with the physician's directions, are in excess of a 34 day supply without necessity of a refill, except for 100 unit doses of a natural thyroid product and nitroglycerin,

(6) for any prescription refill in excess of the number specified by the physician,

(7) devices of any type, even though such devices may require a prescription, such as but not limited to, contraceptive devices, artificial appliances, hypodermic needles, syringes or similar devices,

- (8) charges for the administration or injection of any drug,
- (9) any drug which is consumed at time and place of prescription order, or
- (10) drugs for which the reasonable and customary charge is less than the deductible under the plan.

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

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

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

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

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

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

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

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

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

(3) with respect to endodontics, on the date the tooth was opened for root canal therapy.

11.5(B) CASH DEDUCTIBLE.

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

- (a) if the accumulative family deductible is not satisfied in a calendar year, expenses incurred during the last three (3) months of a calendar year will apply toward satisfying the accumulative family deductible for the following year;
 - (b) if the accumulative family deductible is satisfied during a calendar year, a new family deductible must be satisfied for the next calendar year;
- (2) Covered dental charges are the charges of a dentist or physician for the services and supplies listed below, required for dental care and treatment of any disease, defect or accidental injury, or for preventive dental care.

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

- (a) for similar services and supplies by dentists or physicians in the locality concerned; or
- (b) where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment.

11.5(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.

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

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

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

- (c) charges for a diagnostic oral examination are covered only once in a 6-month period.
- (2) Charges for emergency treatment for relief of dental pain on a day for which no other benefit other than for X-rays is payable hereunder.
- (3) Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or post-operative examination.
- (4) Charges for treatment of the gums and supporting structure of the teeth.
- (5) Charges for root canals and other endodontic treatment.
- (6) Charges for general anesthetics and their administration in connection with oral surgery, periodontics, fractures or dislocations.
- (7) Charges for injectable antibiotics administered by a dentist or physician.

11.5(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.

11.5(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.

(1) 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.

11.5(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.

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

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

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

HMO Plan Designs

Unicare HMO

	In network	Out of network
Office Visit Copay	\$10	None
Emergency Room Copay	\$15	
Prescription Drug Copay		
Rx - Retail	\$3/\$5/\$15 copay (generic/formulary/non-formulary)	

Rx – Mail (90 day supply v. 30)
2003 Employee Contribution (S/F) per Mos.

Covered w/2x retail copay
\$21.50/\$55.68

HMO Illinois

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

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

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

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

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

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

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

11.8 DENTAL MAINTENANCE ORGANIZATIONS – (DMOs). If practical, employees will be permitted to participate in DMOs approved by the Authority and the Union. The Authority shall contribute one-hundred percent (100%) of the premium cost of the employee's own premium or an amount equal to 100% of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five percent (75%) of the premium cost of the dependents' premium or an amount equal to seventy-five percent (75%) of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount.

11.9 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.

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

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

the continuance of such incapacity of such child from time to time while said policy remains in force.

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

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

11.12 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.

11.13 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.

11.14 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.

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

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

11.17 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.

11.18 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.

11.19 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 XII – 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 XIII – 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 XIV – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS

14.1 PURPOSE For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the Authority, its employees and the general public may mutually benefit, the Authority and the Union agree to meet and deal with each other through their duly accredited representatives on all

differences and grievances, including the interpretation of this Agreement, and should there be any differences or grievances that cannot be amicably adjusted between the respective properly accredited representatives of the Authority and of the Union, the same shall be submitted to Arbitration.

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

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

14.3 PROCEDURE Grievances will be processed in the following manner:

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

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

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

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

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

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

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

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

ARTICLE XV – TERM OF AGREEMENT

15.1 TERM OF AGREEMENT. This Agreement and the provisions thereof, when signed by the proper officials of the Authority and the Union shall become operative as of the first day of January, 1, 2012, and shall remain in force until and including December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless written notice is given by either party hereto to the other on or before sixty (60) days prior to December 31, 2016, or sixty (60) days prior to December 31st of any subsequent contract year, requesting that the Agreement be amended or canceled. If amendment is desired, the contents of the amendment shall be submitted by either party to the other not later than sixty (60) days prior to any expiration date, and such amendment shall not become effective until the first day of January following the expiration date, provided changes mutually agreeable to the representatives of both parties may be made at any time.

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

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

AUTHORIZED BY:

CHICAGO TRANSIT BOARD

ORDINANCE NO. B13-46

ORDINANCE DATE: 4-19-13

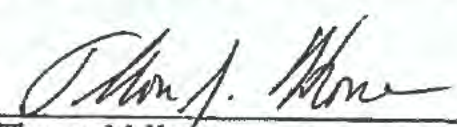

Terry Peterson
Chairman, Chicago Transit Board

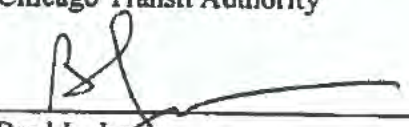
ATTEST:


Gregory F. Longhini
Secretary
Chicago Transit Board

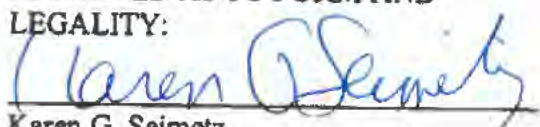
RECOMMENDED:


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


Thomas McKone
Chief Administrative Officer
Chicago Transit Authority


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

APPROVED AS TO FORM AND
LEGALITY:


Karen G. Seimetz
General Counsel
Chicago Transit Authority

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

Business Representative

Business Manager

AUTHORIZED BY:

CHICAGO TRANSIT BOARD

ORDINANCE NO. _____

ORDINANCE DATE: _____

Terry Peterson
Chairman, Chicago Transit Board

ATTEST:

Gregory P. Longhini
Assistant Secretary
Chicago Transit Board

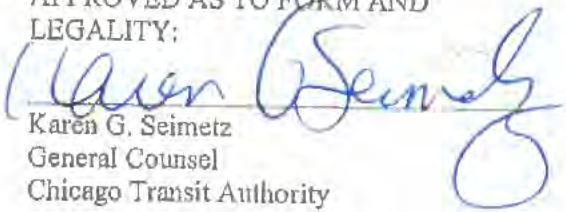
RECOMMENDED:

Forrest Claypool
President, Chicago Transit Authority

Carol Rubin
Chief Administrative Officer
Chicago Transit Authority

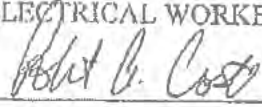
Brad L. Jansen
Deputy General Counsel, Labor and
Employment
Chicago Transit Authority

APPROVED AS TO FORM AND
LEGALITY:



Karen G. Seimetz
General Counsel
Chicago Transit Authority

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

 2-20-2019

Business Representative

 2/20/19

Business Manager

ATTACHMENT A

FAIR SHARE

MEMORANDUM OF UNDERSTANDING

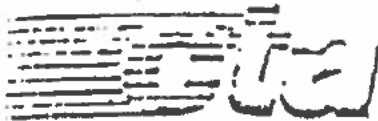
- (a) All employees covered by this Agreement who are not members of the Union, shall, commencing 30 days after the effective date of this Agreement, or 30 days after the date of their initial employment, and continuing during the terms of this Agreement, and so long as they remain non-members of the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

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

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

ATTACHMENT B

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



Chicago Transit Authority

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

March 3, 1988

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

Re: Affirmative Action

Dear Mr. Brown:

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

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

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

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

Very truly yours,

James E. Marshall
James E. Marshall
Manager, Labor Relations

JEM/JEB:gf

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

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

ATTACHMENT D

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

ATTACHMENT E

APPRENTICE SELECTION

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

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

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

ATTACHMENT F

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

ATTACHMENT G

Drug and Alcohol Testing Agreement

Safety Sensitive

&

Non-Safety Sensitive



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

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

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I. OVERVIEW

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

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

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

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

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

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

II. INTRODUCTION

A. Policy Purposes

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

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

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

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

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

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

B. Employee and Management Responsibilities

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

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

C. Confidentiality

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

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

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

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

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

A. Deterrence

1. Fitness for Duty

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

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

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

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

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

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

3. Education and Training

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

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

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

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

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

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

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

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

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

IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. General Conditions

1. Persons Subject to Testing

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

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

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

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

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

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

2. Prohibited Behavior/Drugs

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

Additionally, separate from any DOT and FTA requirements:

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

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

3. **Prohibited Behavior/Alcohol**

a. Alcohol Concentration

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

b. On Duty Use

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

c. Pre-Duty Use

(1) General

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

(2) Employees Required to Report for Call

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

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

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

d. Use Following An Accident

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

e. Other Alcohol Related Conduct

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

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

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

B. Detection

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

1. Circumstances for Testing

a. Pre-Employment

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

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

b. Reasonable Suspicion Testing

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

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

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

c. Post-Accident

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

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

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

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

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

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

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

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

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

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

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

d. Random

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

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

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

e. Return to Duty

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

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

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

f. Follow-Up

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

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

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

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

g. Non-FTA Testing

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

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

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

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

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

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

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

V. METHODOLOGY

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

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

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

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

The following confirmatory cutoff levels will be used:

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

VI. ENFORCEMENT OF POLICY

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

1. Applicants for Employment

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

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

2. Employees

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

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

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

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

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

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

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

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

C. Union Involvement

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

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

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

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

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

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

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

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

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

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

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

D. Consequences of Negative Test for Employees

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

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

E. Dilute Specimen

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

VII. GRIEVANCE-ARBITRATION PROCEDURE

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

VIII. APPLICABILITY OF POLICY TO AUTHORITY CONTRACTORS

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

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

IX. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

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

MEMORANDUM OF UNDERSTANDING

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

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

APPENDIX A

POLICY AND PROGRAM PERSONNEL

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

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

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

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

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

APPENDIX B

CONDITION OF EMPLOYEE REPORT FORM 3134

CONDITION OF EMPLOYEE

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

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

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

CTA 3134-001 02/02/00 02/02/00 02/02/00

02/02/00/00
02/02/00/00
02/02/00/00

DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

5208 J. Neurosci., September 24, 2008 • 28(39):5203–5210

Employee Name _____		Badge No. _____	
Classification _____		Work Location _____	
Date and Time of Accident/Incident _____		Date and Time Ordered to Submit _____	
Type of Test FDA ☐ Random ☐ Follow-up (in accordance with 48 CFR Part 688.47 and 49 CFR Part 49 Subpart G) ☐ Reasonable Suspicion (Must attach Condition of Employee Forms and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Forms and Special Occurrence Report) ☐ Periodic (Must attach Condition of Employee Forms and Special Occurrence Report) ☐ Injury (Immediately Administer Machine Testing away from the work area. NOTE: Employees who are sick may not be tested. Employees who are injured and unconscious may not be tested and such time as they are able to consent to test.) ☐ Disabling Damage (Vehicle Involved) ☐ Post Vehicle Involved (and is removed from operation. NOTE: Tests conducted under any of the above listed circumstances for Safety Sensitive Employees entitles payment to 48 CFR Part 688.47 & 49 CFR 49.422.)		CTA ☐ I.C.D. (Must attach Condition of Employee Forms and Special Occurrence Report) ☐ Reasonable Suspicion (Must attach Condition of Employee Forms and Special Occurrence Report) ☐ Post Accident (Must attach Condition of Employee Forms and Special Occurrence Report) ☐ Possible Cause of Injury ☐ Property Damage ☐ Follow-up	
Supervisor Reason for Not Testing (48 CFR Part 688.44(d)) Agree in order to test Post Accident: If you are a supervisor, using the test information available at the time of the accident, that the employee's supervisor's performance can be reasonably determined as a contributing factor to the accident, you do not need to test employees. Please state reason below for not testing: _____ _____ _____			
YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A BIAS AMERICAN ALCOHOL TEST IN ACCORDANCE WITH FMVTA REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED CTA OFFICIAL.			
YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IS AN ATTEMPT TO DISOBEY THE TESTING PROCEDURE 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 Holding Agent _____		Employee Signature _____	
Collector Information: Time Testing Began: _____		"I am voluntarily allowing (if applicable) when I tested to do so you must remain 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: _____ Estimated time you were scheduled to test on restriction: _____			
In the event an alcohol test is not administered within ten (10) hours following an accident, progress and report 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, reason 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, also not continue to administer the drug test. (48 CFR Part 688.44 (c) & (d))			
Collector's S & g name: _____			
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.			

CDL THE NEW CDL License Agreement

APPENDIX D

DRUG AND ALCOHOL TEST PROTOCOL

FORM 0762



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

1. Upon receiving notification that you must submit to a drug test, you must report directly to the testing area. Upon completing the test, you must report back to your manager/supervisor.
2. You will be required to provide your CTA photo ID for positive identification purposes. Faxes or photocopies of identification will not be accepted. If you do not have your CTA photo ID, a CTA representative will be asked to identify you for the collector.
3. You will be directed to provide your CTA ID numbers to be written on the drug testing custody and control form (CCF) by the collector.
4. You will be directed to verify that the information contained under Step 1, Section C of the CCF is correct. The collector will ask you to verify this information.
5. You will be shown these protocols which explain the basic collection procedure. You will also be shown the instructions contained on the reverse side of the CCF.
6. You will be directed to remove outer clothing (e.g. coveralls, jacket, coat, turt). 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: As stated in the protocol, a urine specimen is required.
12. If the drug test is a return-to-duty test or a follow-up test, it must be conducted under direct observation. Directly observed collection procedures require that the employee wear neither shirt, blouse, or dress/skirt, as appropriate, above the waist, and lower clothing and undergarments to show the observer (of the same gender as the employee) by turning around that the employee does not have a prosthetic device. After it has been determined that the employee does not have such a device, the employee is permitted to return clothing to its proper position for observed urination. The observer then watches the employee urinate into the collection container. Specifically, the observer watches the urine go from the employee's body into the collection container.
13. Do not flush the toilet. Return the urine specimen to the collector as soon as you have completed the void. At no time will the urine specimen be left unattended.
14. Following the collection, the collector will ensure that a sufficient amount of urine (45mL) was provided. Within four minutes after being given the urine specimen, the collector will check the temperature of the urine specimen to ensure it is within the acceptable range of 32-38° C/90-102° F. The collector will also check for signs of tampering.
15. In your presence, the collector will do the following:
 - a. Check the box on the CCF (Step 2) indicating that this was a split specimen collection.
 - b. Show you that the seals on the urine specimen bottles are intact.
 - c. Break the seal on the urine specimen bottles in your presence.
 - d. Pour at least 30 mL of urine from the collection container into one urine specimen bottle to be used for the primary urine specimen.
 - e. Pour at least 15 mL of urine from the collection container into the second urine specimen bottle to be used for the split specimen.
 - f. Place and secure the lid/caps on the bottles.
 - g. Seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
 - h. Write the date on the tamper-evident bottle seals.
16. You will then be directed to attach the tamper-evident bottle seals for the purpose of certifying that the bottles contain the urine specimen you provided.
17. You will be directed to read and sign the certification statement on the Medical Review Officer copy of the CCF and to provide your printed name, the current date, day and evening contact telephone numbers, and (where required) date of birth.
18. Following completion and review of the CCF by the collector, you will be given the Donor copy of the CCF. The collector will place the sealed urine specimen bottles and the Laboratory copy of the CCF in the appropriate pouches of the plastic bag. The collector will secure both pouches of the plastic bag. You and the collector will initial the tamper-evident bag. You will then be directed to leave the collection site.



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

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

Additionally,

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

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

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

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

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

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

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

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

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

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

APPENDIX E - CTA SAFETY-SENSITIVE POSITION TITLE LIST 2015

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



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

Effective January 1, 1995
Revised August 2011 and February 2014

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I. OVERVIEW

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

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

II. INTRODUCTION

A. Policy and Program Purposes

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

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

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

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

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

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

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

B. Employee and Management Responsibilities

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

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

C. Confidentiality

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

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

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

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

A. Deterrence

1. Fitness for Duty

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

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

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

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

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

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

3. Education and Training

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

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

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

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

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

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

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

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

IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. General Conditions

1. Persons Subject to Testing

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

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

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

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

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

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

2. Prohibited Behavior/Drugs

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

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

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

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

3. Prohibited Behavior/Alcohol

a. Alcohol Concentration

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

b. On Duty Use/Possession

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

c. Pre-Duty Use

(1) General

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

(2) Employees Required to Report for Call

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

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

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

d. Use Following An Accident

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

B. Detection

1. Circumstances for Testing

a. Applicants

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

b. Employees

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

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

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

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

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

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

V. METHODOLOGY

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

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

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

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

The following confirmatory cutoff levels will be used:

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

VI. ENFORCEMENT OF POLICY

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

1. Applicants for Employment

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

2. Employees

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

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

B. Union Involvement

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

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

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

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

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

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

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

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

C. Consequences of Negative Test for Employees

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

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

D. Dilute Specimen

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

VII. GRIEVANCE-ARBITRATION PROCEDURE

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

VIII. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT

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

MEMORANDUM OF UNDERSTANDING

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

APPENDIX A

POLICY AND PROGRAM PERSONNEL

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

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

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

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

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

APPENDIX B – CONDITION OF EMPLOYEE REPORT FORM 3134

CONDITION OF EMPLOYEE

EMPLOYEE DATA	Name _____ Badge # _____			
	Work Location _____		Classification _____	
	Date _____			
	Time Started Work _____		Time of Observation Accident/Incident: _____	
OBSERVATION	BALANCE =	UNSURE ☐	QUESTIONABLE ☐	SURE ☐
	WALKING =	UNSTEADY ☐	QUESTIONABLE ☐	STEADY ☐
	SPEECH =	SLURRED ☐	QUESTIONABLE ☐	CLEAR ☐
	BEHAVIORS =	UNCOOPERATIVE ☐	QUESTIONABLE ☐	COOPERATIVE ☐
	EYES =	BLOOD SHOT ☐	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 urine test? (Must attach Test Notification - Form 7785)		Yes ☐	No ☐
	2. Did Employee refuse breath and urine 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: _____		

cta 3134 (Rev. 12-11) Form 3134 is the property of

ONE TEST/NOTIFICATION
Write - Work Location
Carry - Accident/Incident File

APPENDIX C – DRUG AND ALCOHOL TEST NOTIFICATION FORM 7785

FTA/CTA Drug and Alcohol Test Notification Form 7785 (Rev. 12/10)

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: ☐ PDA ☐ Random ☐ Follow-up (in accordance with 49 CFR Part 655.17 and 49 CFR Part 44 Subpart (2)) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Fatality ☐ Injury (Immediately Release Medical Treatment after the exam. NOTE: Employees who are drunk may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test.) ☐ Damaging Damage (Vehicle involved) ☐ Rail Vehicle Involved that is removed from operation. NOTE: Tests conducted under any of the above test circumstances by Safety Sensitive Employees submitted pursuant to 49 CFR Parts 655.17 & 655 subpart (2).		CTA: ☐ I.Q.D. (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Reasonable Suspicion (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Post-Accident (Must attach Condition of Employee Form and Special Occurrence Report) ☐ Possible Claim of Injury ☐ Property Damage ☐ Follow-up	
Supervisor Statement for Post Testing (49 CFR Part 655.44(d)) Agree to any to two-time test results. If you can determine, using the post-incident process at the time of the incident, that the safety-sensitive employee's performance can be completely discounted as a contributing factor in the incident, you do not need to test employee. Please state reason below for test ending: _____ _____ _____			
YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IMMEDIATELY WITH FTA/CTA REGULATION. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED FTA OFFICIAL. YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPLICATE THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND/OR FTA RULES THAT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION. Issued By: _____ Received: _____ CTA Holding Agent Employee's Signature			
Collector Information: Time Testing Began: _____ Time Testing Completed: _____ Elapsed Time from accident/incident to test administration: _____ In the event an alcohol test is not administered within two (2) hours following an accident, prepare and record in the space below the reasons why testing was not promptly administered. If an alcohol test is not administered within eight (8) hours following an accident, record as follows: either failed 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 a crash, document the reasons why the test was not administered within the drug test. (49 CFR Parts 655.44 (a) & (c))		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.		DEFINITIONS: PDA - Post-Accident Drug Test CTA - Critical Task Assessment PMS - Pre-Mission Screening SDA - Safety Data Analysis	

CSA 7785 Rev 04/10 Safety Division

ATTACHMENT H

Employee Assistance Program (EAP)

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

ATTACHMENT H

Employee Assistance Program (EAP)

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

A. Services

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

1. **Substance Abuse**

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

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

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

3. **Other**

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

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

B. Participation

1. **Volunteers**

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

2. First Time Rule Violators

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

3. Independent Treatment Services

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

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

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

C. Treatment Programs

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

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

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

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

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

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

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

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

D. Restrictions

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

E.1 Return to Former Classification

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

Alcohol/Narcotics/Controlled Substances:

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

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

Psychiatric Impairment:

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

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

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

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

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

F. Bridging of the Work Record

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

G. Program Adherence

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