

**WAGES AND  
WORKING CONDITION  
AGREEMENT**

**BETWEEN**

**AMALGAMATED TRANSIT UNION  
LOCAL UNION 241**



**AND  
CHICAGO TRANSIT AUTHORITY**

**Effective January 1, 2007**

**Headquarters of Local 241**

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### **North Repair:**

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### **Kedzie:**

CARLOS HARRIS  
NATHANIEL SCURLOCK

### **South Repair:**

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MARIE HETHERINGTON  
DOROTHY JOHNSON  
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TONY “STONY” OWENS

### **Warden:**

ANDRE’ ALLEN

# CTA-ATU WAGES AND WORKING CONDITIONS AGREEMENT

2007 - 2011

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**THIS AGREEMENT**, made and executed in duplicate as of the first day of January, A.D. 2007, by and between the **CHICAGO TRANSIT AUTHORITY**, a municipal corporation ("Authority" or "CTA"), party of the first part, and the **AMALGAMATED TRANSIT UNION, LOCAL 241** ("Local 241" and or collectively and or individually "Union"), parties of the second part,

**W I T N E S S E T H:**

**ARTICLE 1 – PURPOSE**

**1.1 PURPOSE** The purpose of this Agreement is to provide the best and most satisfactory service to the public, to provide the best possible working conditions for the employees, at the same time having due regard for the economical operation of the Authority's equipment.

**ARTICLE 2 – UNION RECOGNITION**

**2.1 EMPLOYEES BARGAINED FOR**

The Authority recognizes Local 241 as the sole and exclusive bargaining agents for all of its employees, including, without limiting the generality of the foregoing, the employees having the job titles or classified grades listed in the attached wages and salaries schedules, but excepting those employees excluded by Article 2.2.

**2.2 EMPLOYEES NOT BARGAINED FOR**

It is not intended that executive, professional or supervisory personnel shall be bargained for unless such personnel are included in the job titles or classified grades listed in the attached wages and salaries schedules referred to in Article 2.1; nor is it intended that confidential employees or employees presently bargained for by other labor organizations shall be bargained for by Local 241. The Authority and Local 241 shall maintain a current list of excluded executive, supervisory and confidential employees.

2.3 UNION AFFILIATION The Authority will neither discharge nor discriminate against any employee covered by this Agreement because of his or her connection with Local 241.

2.4 UNION MEMBERSHIP All employees covered by this Agreement shall, as a condition of continued employment with the Authority, become members of the Union commencing thirty (30) days after the effective date of this Agreement or commencing thirty (30) days after the employee's date of hire. Notwithstanding the foregoing, nothing in this Article 2.4 shall inhibit or interfere with the fair share rights and obligations of the employees as set forth in the Illinois Public Labor Relations Act ("IPLRA") and as detailed in the Fair Share Memorandum of Understanding between the parties, which is incorporated by reference herein.

The CTA shall make available to the Union the daily hire, rehire and transfer lists no later than ten (10) business days from the date of hire, rehire or transfer.

The CTA shall provide, at the Union's request, information on employee resignations, transfers to Area 605 and Area 629, promotions within and out of the bargaining unit, administrative separations and discharges no later than ten (10) business days after the date of the request. Such request shall be in writing and be made to the Employee Relations Department.

2.5 CHECKOFF Commencing within thirty (30) days after receipt of a signed authorization from an employee, the next month's regular monthly dues and or assessments of the Union shall be deducted from such employee's pay. The Authority agrees to remit the deductions for Union dues and or assessments once each month promptly to the respective Financial Secretary of Local 241, together with a list of the names and amounts for whom deductions have been made. The Authority will deduct voluntary contributions for the A.T.U. Committee on Political Education (C.O.P.E.) upon an employee's written authorization. Nothing in this Article 2.5 shall inhibit or interfere with the rights and obligations of employees, including the employee's right of revoking authorization as prescribed by applicable law.

2.6 NON-INTERFERENCE The Authority shall be at liberty at all times during the existence of this Agreement, and

subject to provisions hereof, to operate its property according to its best judgment and the orders of competent authority. Local 241 agree that neither will in any way interfere with or limit the right of the Authority to discharge or discipline its employees covered by this Agreement, where sufficient cause can be shown, except for membership in Local 241.

2.7 SUBCONTRACTING The Authority shall not subcontract or assign to others work which is normally and regularly performed by employees within the collective bargaining unit of Local 241, except in cases of emergency when the work or service required cannot be performed by the available complement of unit members. The Authority reserves the right to continue its present practice of contracting out certain work of the nature and type contracted out in the past.

In addition to the foregoing, the CTA may outsource (subcontract) snow removal work and also any landscape work necessary to comply with any municipal landscaping ordinance so long as no Local 241 laborers are displaced due to such outsourcing.

2.8 PROBATIONARY PERIOD All newly hired employees will be required to serve one (1) five (5) month probationary period during which the employee will have no recourse to the grievance/arbitration procedure in the event of termination. A part-time employee who moves to a full-time position will not be required to serve a second probationary period.

2.9 ORIENTATION The Union shall be given a reasonable time of not more than one (1) hour, during the new hire initial training period, to orient new employees concerning matters which are in the mutual best interest of the parties.

2.10 LIGHT DUTY JOBS An agreement between the parties concerning light duty jobs is attached hereto as Attachment A and is incorporated by reference herein.

2.11 SPECIAL UTILITY WORKER An agreement between the parties concerning the creation and staffing of a special utility worker classification is attached hereto as Attachment B and is incorporated by reference herein.

## **ARTICLE 3 – WAGES AND SALARIES**

**3.1 BI-WEEKLY PAY** During the term of this Agreement, the Authority shall, bi-weekly, pay the employees in the bargaining units according to classification, the date of hire and length of service, the wages and salaries as shown in the attached wages and salaries lists for each contract year of the Agreement.

**3.2 NO REDUCTION IN PAY** The scheduling of the wage and salary rates herein shall not operate to reduce the wage or salary rates of any employee of the Authority covered by this Agreement below the rate now paid to such employee for the class of work performed by the employee nor change the conditions of any such employees.

Full-time employees as of November 30, 1974, who transfer into any classification or graded or salaried job shall not be affected by the new structures for employees hired after November 30, 1974.

### **3.3 WAGE AND SALARY STRUCTURE AND PROGRESSION**

A. **WAGES** The wage rates for employees covered by this Agreement shall be increased by three (3.00) percent effective January 18, 2008 (Benn award 2007 increase), by three (3.00) percent effective January 18, 2008, and by three (3.00) percent effective January 1, 2009, by three and one half (3.50) percent effective January 1, 2010, and by three and one half (3.50) percent effective January 1, 2011.

- (1) Effective January 18, 2008, the top hourly rate for Motor Operator and Bus Operator will be \$26.086 per hour (Benn award 2007 increase).
- (2) Effective January 18, 2008, the top hourly rate for Motor Operator and Bus Operator will be \$26.869 per hour.

- (3) Effective January 1, 2009, the top hourly rate for Motor Operator and Bus Operator will be \$27.675 per hour.
- (4) Effective January 1, 2010, the top hourly rate for Motor Operators and Bus Operators will be \$28.644 per hour.
- (5) Effective January 1, 2011, the top hourly rate for Motor Operators and Bus Operators will be \$29.647 per hour.

B. EMPLOYEES HIRED PRIOR TO DECEMBER 1,

1974 Maximum rates of pay (and progression rates, if any) applicable to all job classifications for employees hired prior to December 1, 1974, are listed in the effective rate sheets on file with the parties ("Rate Schedules I"). The progression rates apply to the classification into which such employees were hired, or into which they have entered or may enter, and not to the employee as an individual.

Effective September 26, 1990, the progression rates for the classifications of bus operator, rapid transit operator, motor operator, ticket agent and switch operator shall be eliminated for employees hired prior to December 1, 1974.

C. EMPLOYEES HIRED ON OR AFTER DECEMBER 1, 1974

(1) The maximum basic rates for graded salary classifications have been set as follows:

Grades N-1, N-2, N-3	80% of corresponding Rate Schedule I maximum
Grades 00, 1, 2, 3	82% of corresponding Rate Schedule I maximum
Grade 4	88% of corresponding Rate Schedule I maximum
Grade 5	88.5% of corresponding Rate Schedule I maximum
Grades 6 and 7	94% of corresponding Rate Schedule I maximum
Grades 8, 9, 10, 11	100% of corresponding Rate Schedule I maximum



(2) Employees hired into the following classifications shall not be affected by the salary structure revisions as set forth in the immediately preceding paragraph (Article 3.3 C (1)):

Bus or Rail Instructor I and II  
Bus or Rail Service Supervisor I and II  
Garage or Terminal Instructor  
Maintenance Department Garage and Terminal Clerk and Receiver  
Maintenance Department Terminal Clerk  
Assignment Agent

(3) All employees hired on or after December 1, 1974, into the hourly rated job classifications listed below shall progress to the following percentages of the bus and motor operator's top rate and that percentage of the top rate shall be the top rate payable for the classifications to employees hired on or after December 1, 1974:

<u>Job Classifications</u>	<u>Percentage</u>
Janitor	85%
Crossing Gate Attendant	85%
Bus Servicer	85%
Car Servicer	85%
Engine Washer	85%
Tractor Operator	85%
Ticket Agent	90%
Track Worker I	85%
Laborer	85%
Track Worker II	85%
Pump Operator	85%
Fork-Lift Operator	85%
Motor Washer	85%
Track Welder Helper	85%

(4) Other maximum rates are the same as those shown in Rate Schedules I.

D. EMPLOYEES HIRED OR TRANSFERRING INTO THE BARGAINING UNIT ON OR AFTER JANUARY 1, 1997

All employees hired by the Authority or transferring into the bargaining units on or after January 1, 1997 shall be paid in accordance with the following percentage progression scale applied to the top wage rate for the classification applicable to the employee or classification in which the employee works during the progression period:

First 12 months	65% of the actual paid rate of the classification
Next 12 months	70% of the actual paid rate of the classification
Next 12 months	75% of the actual paid rate of the classification
Next 9 months	80% of the actual paid rate of the classification
Thereafter	100% of the actual paid rate of the classification

E. POSITION REGRADING The following positions shall be regraded, but the regrading will be applicable only to employees hired in these positions after November 8, 1985:

- (a) Typist I, Grade 02, regraded to Grade 01.
- (b) Clerk Typist, Grade 01, regraded to Grade 00.
- (c) Mail Clerk, Grade 02, regraded to Grade 00.
- (d) Switchboard Operator, Grade 02, regraded to Grade 01.
- (e) Reception Clerk, Grade 01, regraded to Grade 00.
- (f) Receptionist, Grade 02, regraded to Grade 01.

3.4 INITIAL TRAINING PAY For an employee in the Local 241 bargaining unit, payment during any paid initial training period (until the employee has achieved qualification) will be paid at sixty-five (65) percent of the actual paid rate of the classification in which the employee works.

3.5 TEMPORARY EMPLOYEES A temporary employee who is hired as a full-time employee into the same job classification that the employee was working in as a temporary employee shall be given credit in application of the hiring progression rates for time spent as a temporary employee, provided that the employee resigns from temporary employment for the purpose of immediately obtaining such full-time employment, and does immediately fill the first job opening offered to that employee in such classification. Such credit shall be given

only from the last date of employment by the Authority as a temporary employee.

### 3.6 PART-TIME EMPLOYEES

#### I. GENERAL – PART-TIME EMPLOYEES

A. Part-time bus and rail operators (bus operators, motor operators, conductors, flaggers and rapid transit operators) and bus and car servicers, hereinafter referred to as part-time employees, shall be covered under the sections of the Agreement dealing with the probationary period, Union recognition, Union representation, grievance procedure and arbitration.

B. Part-time employees shall not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.

C. A part-time employee, as defined in this Article, who has completed ninety (90) days of service, will receive, at the Authority's cost, an individual health insurance benefit, including hospital, medical services and supplemental accident insurance, with the applicable hospital expenses paid at the rate of eighty (80) percent per insurer and twenty (20) percent per employee. A part-time employee will be permitted to select the option of participation in a health maintenance organization approved by the Authority and the Union; provided, however, that the employee must pay the difference if the cost of the HMO premium is higher than that of the cost of the health insurance benefit provided above.

Part-time employees who enter a full-time position will retain their existing benefits for a three (3) month period, after which they will be entitled to the benefits of a full-time employee.

The insurance coverage applicable to part-time employees will be available to the dependents of part-time employees with more than one (1) year of service. The contribution percentages stated above will apply for such dependent coverage.

D. Part-time employees shall not accrue seniority while so employed. A part-time employee who applies and is accepted for employment as a full-time employee shall for all

purposes accrue service or seniority only from the date of hire as a full-time employee. Part-time employees who may be hired as full-time employees will not be required to repeat the progression that they have completed.

E. Part-time employees shall be paid subject to the progression schedule applicable to the employee's job classification and shall be eligible to progress up to a maximum of one hundred (100) percent of the full-time employee's wage rate. Part-time employees shall accrue credit towards completion of the progression schedule at the rate of one hundred and seventy-three and three tenths (173.3) hours worked equaling one (1) month's credit.

F. Part-time employees shall be paid for all time during which they are required by the Authority to perform any duties. Part-time employees shall not be eligible for time or pay guarantees or for penalty pay provisions, except as otherwise provided in this Section.

G. For employees in the Local 241 bargaining unit, the maximum number of part-time employees shall not exceed twenty-five (25) percent of the number of full-time employees, except that part-time servicers shall not exceed fifteen (15) percent of full-time servicers.

I. Part-time employees shall be subject to the same rules and regulations as full-time employees in their classifications.

J. After one (1) year of continuous service a part-time employee will be eligible to receive an initial uniform or work clothing allowance equal to that given a full-time employee and fifty (50) percent thereafter.

K. Part-time operators who have completed one (1) year of continuous service shall be given the first opportunity to apply for available vacant full-time operator positions based on selection standards established by the Authority. Part-time operators who have completed two (2) years of continuous service shall be given the opportunity to apply for available vacant full-time operator positions based solely on entered service date.

L. Part-time employees in the Local 241 bargaining unit will not work more than thirty-two (32) hours per week except in cases of emergencies or authorized trades.

N. Part-time employees will be provided free transportation on all lines operated by the Authority.

O. No full-time employee on the payroll as of January 1, 1999 shall be laid off until all part-time employees are laid off. Full-time employees on the payroll as of January 2, 1999 shall be recalled before part-time employees are recalled or hired.

P. Part-time operators shall be put in a group day off system providing for one (1) day off a week.

Q. Part-time employees with one (1) or more years of service shall be permitted one (1) week off per year without pay. Part-time employees with two (2) or more years of service shall be permitted two (2) weeks off per year without pay. The timing of such absence will depend upon staffing requirements as determined by management.

Eligible part-time employees in the Local 241 bargaining unit shall pick their earned, unpaid vacation at the end of the full-time vacation pick. The Authority will set the vacation week controls.

R. Part-time employees may participate in any Authority incentive program if they meet the established criteria for that program.

S. A part-time employee who reports to work shall be guaranteed two (2) hours of pay.

T. Part-time operators shall be permitted to participate in the CTA's 401(k) Plan.

U. A part-time operator will be granted an allowance of one and one-half (1½) days off with pay equal to wages the employee would have earned (not to exceed a total of twelve (12) hours) for attending the funeral of his or her spouse, child, step-child, mother, father, step-parent, parent of spouse, brother, sister and any dependent relative domiciled in the employee's home. No employee will perform work on a day for which the employee is compensated for funeral leave, except in a case of emergency.

V. Part-time employees in the Local 241 bargaining unit shall select their work location during all scheduled system picks based upon their date of hire and will pick at the end of the full-time pick. The Authority will set the manpower controls.

## II. LOCAL 241 PART-TIME OPERATORS

A. To address the high rates of absenteeism which continue to pose difficulties in staffing and require greater flexibility in the use of part-time employees, the maximum number of part-time bus operators shall not exceed twenty-five (25) percent of the number of full-time bus operators. The number of trippers set aside for part-time bus operators shall not exceed 1644.

B. All pieces of work that equal seven and three-quarters ( $7 \frac{3}{4}$ ) hours of platform time or more within the allowable spread time shall be coupled and made into runs.

C. A part-time bus operator will be used for the following purposes: working trippers which are not part of a run and or special event service; working runs set aside on Saturday and Sunday; and, in the event that all full-time operators scheduled to work on the extra board at a particular time have been assigned, then any duties normally assigned to full-time bus operators may be assigned to part-time bus operators.

D. All charter, vacation relief, protection of the service, shall be worked by full-time operators, except as otherwise provided for herein.

E. A tripper is a scheduled or unscheduled piece of work not incorporated into a regular run.

F. The Authority may leave outside of picked runs a number of pieces of work which will be operated as trippers. Trippers will be operated in the following manner:

(1) The Authority may assign trippers to be worked by part-time employees.

(2) The Authority may, at the time of the periodic bid of runs, post a list of trippers for voluntary selection by regular operators who can work such trippers without conflicting with their picked runs and without violating rest provisions. A

regular operator who bids a tripper will be required to operate such tripper on each of the days in the employee's work week on which the tripper is operated for the duration of that pick. Spread premium shall not apply. Trippers will be subject to change or cancellation.

(3) Trippers which are not assigned to part-time employees or are not worked as biddable trippers under the above provisions may be worked from the extra list.

G. Inclusive in the total number of trippers, the Authority shall be permitted to set aside runs on Saturday and Sunday for part-time bus operators to be worked as trippers or runs.

H. The work set aside for part-time bus operators on Sunday will be the equivalent of full Sunday runs. The parties contemplate that work composing one (1) full Sunday run will be worked by one (1) part-time bus operator. However, the Authority may in its discretion divide the run between two (2) part-time bus operators. Such runs shall not check before 1330 hours.

I. In addition to trippers permitted on Saturday, the Authority may set aside runs to be worked by part-time bus operators. Such runs shall not check before 1330 hours.

J. If a part-time employee is scheduled or called out only once during the day, the piece of work will be at least three (3) hours. If more than one (1) piece of work is scheduled for the day, one (1) in the A.M. and one (1) in the P.M., each of the pieces will be at least two (2) hours.

K. Part-time operators will be charged with one-half ( $\frac{1}{2}$ ) of a miss when given work after a miss occurs.

L. The classification of part-time bus servicer will remain under its present usage and restriction and will not be affected by this sub-section.

Part-time bus servicers shall not be assigned to the day shift unless full-time bus servicers are not available to perform the work, including full-time bus servicers on the P.M. and night shifts. Part-time bus servicers shall be assigned to work holidays and

weekends prior to posting such work for a full-time bus servicer to pick.

M. Notwithstanding anything herein to the contrary, a part-time bus operator may be used on a temporary basis to provide information and or to collect fares where necessary due to the relocation of bus stops due to service changes, construction projects and or special events.

#### IV. SPECIAL PART-TIME OPERATORS

A. As of January 1, 1997, a classification of special part-time operator shall be created for the positions of bus operator, motorman, conductor, and rapid transit operator.

B. This classification shall check after 1200 hours on Saturday and Sunday and when a Sunday schedule is in effect.

C. The maximum number of special part-time operators within the bargaining unit of Local 241 shall be capped at twelve (12) percent of the full-time classification and will be in addition to the current regular part-time cap of twenty-five (25) percent.

E. Preferential consideration in hiring will be given to retirees.

F. Special part-time operators shall receive no benefits.

G. The hourly rate paid to operators in the special part-time classification shall be sixty-five (65) percent of the top full-time operator rate. The following rates shall be effective on:

01/18/08	\$16.956
01/18/08	\$17.465
01/01/09	\$17.989
01/01/10	\$18.619
01/01/11	\$19.271



## **ARTICLE 4 – OTHER PAY PROVISIONS, GENERAL**

**4.1 NIGHT PREMIUM** A night premium shall be paid in addition to the straight time hourly rate to all hourly rated employees as follows:

(a) Eight cents (\$0.08) per hour, if the employee works a run, trick or shift scheduled to finish after 8:00 P.M. and up to 2:00 A.M.

(b) Eleven cents (\$0.11) per hour, if the employee works a run, trick or shift scheduled to finish after 2:00 A.M.

**4.2 JURY DUTY** An hourly rated employee, when forced off work due to being summoned for jury duty, shall receive pay equal to wages the employee would have earned with a minimum of eight (8) hours of pay. Any employee required to perform jury duty may have his or her days off changed to conform with the jury duty assignment, if so requested. Such change will be granted unless, in the judgment of the Authority, it is not feasible because of operational needs. Such change shall not result in any loss or gain in either days off or pay. No employee will perform work on a day when the employee has reported for jury duty, except in a case of emergency. No jury duty allowance will be paid to an employee on a scheduled day off or when absent from work due to sickness or injury or during a vacation period. The employee shall be required to reimburse the Authority with the jury service fee received from the Jury Commission for the number of days paid by the Authority. The employee will retain transportation fees provided by the Jury Commission.

Should an emergency arise that would require an employee to be called out to work during the period of their jury duty, the straight time hours allowed for jury service shall be used in computing weekly overtime, but weekly overtime shall not be duplicated.

**4.3 INSTRUCTIONAL PAY** An operating employee or track worker who breaks in or instructs employees shall receive two dollars (\$2.00) for instructing students for four (4) hours or less in one (1) day and four dollars (\$4.00) for instructing students for more than four (4) hours in one (1) day. The maximum

instructional compensation for any one (1) day shall be four dollars (\$4.00).

4.4 ACCIDENT REPORTS Employees requested to prepare accident, blind case and complaint reports shall be paid actual time in the preparation of such reports, with a minimum amount of thirty (30) minutes of time.

4.5 MILEAGE ALLOWANCE Any employee authorized to use his or her car for conducting business of the Authority shall receive twenty-three cents (\$0.23) per mile for such mileage up to fifteen thousand (15,000) miles each year and ten cents (\$0.10) per mile for such mileage in excess of fifteen thousand (15,000) miles each year. The five (5) mile allowance shall remain.

An employee, to be eligible for this allowance, shall submit mileage data on the mileage record sheet forms supplied by the Authority. Any employee authorized to use his or her car for conducting business of the Authority shall be required to carry automobile liability and property damage insurance with a maximum limit of fifty thousand dollars (\$50,000)/one hundred thousand dollars (\$100,000) public liability and ten thousand dollars (\$10,000) property damage to protect the Authority while the employee is conducting business of the Authority in his or her personal automobile.

#### 4.6 UNIFORM AND WORK CLOTHING ALLOWANCE

##### I. UNIFORM ALLOWANCE

A. ELIGIBLE EMPLOYEES An employee, excluding a part-time employee, in a classification listed below shall receive a uniform allowance of up to two hundred and fifty dollars (\$250.00) per year, provided the employee has completed a minimum of one (1) year of continuous service with the Authority.

##### 1. SERVICE DELIVERY – BUS SYSTEM

Bus Operator  
Collector  
District Supervisor

Relief District Supervisor  
Traffic Supervisor I and II  
Senior Station Instructor  
Supervising Instructor I and II  
Instructor I and II

#### B. PAYMENT OF ALLOWANCE

The uniform allowance shall be payable by voucher directly to vendors designated by the Authority in an amount not to exceed the maximum amount of the uniform allowance. The uniform allowance voucher shall be made available to the employee on the first full pay period following the employee's anniversary date of employment with the Authority.

1. New employees who are required to provide their own initial uniform as a condition of employment shall receive the standard yearly uniform allowance when the employee becomes eligible.

2. Unused portions of a uniform voucher will be carried over for use with the following year's allotment, but in no event will the amount carried over exceed twenty (20) percent of the applicable allowance.

C. MATERNITY UNIFORM AND KNEE-LENGTH SUMMER CLOTHING A union-management committee consisting of two (2) representatives appointed by Local 241 and two (2) representatives appointed by Local 308 and four (4) representatives appointed by the CTA, with full right of substitution, shall establish approved maternity and work clothing and uniforms for pregnancies and approved knee-length uniform clothing to be worn during the summer at the employee's option. This committee also shall study alternative uniform supplier(s).

#### II. WORK CLOTHING ALLOWANCE

A. ELIGIBLE EMPLOYEES An employee, excluding a part-time employee, in a classification listed below shall receive a work clothing allowance of up to one-hundred and fifty dollars (\$150.00) per year, provided the employee has completed a minimum of ninety (90) days of continuous service with the Authority.

1. MAINTENANCE AREAS – BUS  
MAINTENANCE

Bus Mechanic  
Tire Mechanic  
Bus Handler  
Bus Interior Cleaning Machine Operator  
Engine Blower  
Bus Servicer  
Mobile Bus Mechanic  
Shop Tractor Operator  
Laborer  
Shop Inspector  
Garage Instructor I and II  
Resident Instructor  
P.M. Resident Instructor  
Senior Garage Instructor

2. MAINTENANCE AREAS – BUS

Boiler Maintainer  
Group Leader of Laborers  
Laborer "A"  
Laborer  
Janitor

3. MATERIALS MANAGEMENT  
DEPARTMENT

Laborer  
Trolley Tender  
Paver Burner  
Fork Lift Operator

B. PAYMENT OF ALLOWANCE

The work clothing allowance shall be made available to an eligible employee on the first day of December of each year, except that during an employee's first year of employment the work clothing allowance will be available when the employee has accumulated ninety (90) days of continuous service. The work clothing allowance shall be paid in cash except in the case of certain classifications to be designated by the Authority.

C. VOUCHER PAYMENT PROCEDURES FOR CERTAIN CLASSIFICATIONS Employees in certain classifications (to be designated by the Authority) will be required to be dressed in specific work clothing. Such employees shall receive the work clothing allowance by means of a voucher, payable directly to vendors designated by the Authority in an amount not to exceed the maximum amount of the work clothing allowance.

D. LOCAL 241 JANITORS An employee of the Service Delivery Department, in the classification of Local 241 janitor, shall receive a work clothing allowance of one hundred and ten dollars and forty-five cents (\$110.45) per year, provided the employee has a minimum of ninety (90) days of continuous service. During the employee's first year of employment, the clothing allowance will be paid when the employee has accumulated ninety (90) days of continuous service.

Employees will be eligible to receive a work clothing allowance after completion of one (1) year of continuous service.

The work clothing allowance will be payable on the first full pay period following the employee's anniversary of employment.

E. SHOE ALLOWANCE Employees in the Engineering and Maintenance Department who are eligible to receive a work clothing allowance will also receive a shoe allowance of fifty dollars (\$50.00) per year, under the same terms and conditions as apply to the work clothing allowance under Articles 4.6 II A, B, C and D above.

F. CENTRAL COUNTING Central Counting employees in the Local 241 bargaining unit will be issued uniforms with name tags.

G. CASH BOX PULLERS Box pullers in the Local 241 bargaining unit shall receive a work clothing allowance and not a uniform allowance for the year they are box pullers.

### III. MILITARY SERVICE PRORATION

When an employee, who would have been eligible to receive a uniform or work clothing allowance had the employee not been on military service furlough when such allowance was due, returns

from active duty in the armed forces, the employee shall be eligible to receive the appropriate allowance the employee's classification would provide. This allowance will be prorated from the time of the employee's previous anniversary of employment date to the date when the military service furlough became effective, allowing one-twelfth (1/12) of the allowance for each thirty (30) days. The allowance will be paid to the employee only after the employee has worked two (2) payroll periods after reinstatement from military service. Subsequent uniform or work clothing allowances shall be in conformity with the provisions relating to such allowance. Notwithstanding anything to the contrary, the Parties have agreed to interpret this provision consistent with USERRA.

4.7 PHYSICAL EXAMINATION An employee requested by the Authority to report for a physical examination at the Medical Department shall be paid actual time or a minimum of three (3) hours of pay, whichever is greater.

4.8 COURT AND LEGAL PROCEEDING APPEARANCE

(a) An employee required by the Authority to meet with attorneys, attend court or appear in other similar proceedings during the employee's scheduled work hours may be compensated by the Authority for what the employee's run or trick pays, with a minimum of eight (8) hours' of pay. In the event that the Authority directs the employee to return to his or her work assignment for further work in the employee's job classification, not to end beyond the employee's regular quitting time, the employee shall be paid for all time spent beyond eight (8) hours subject to the applicable weekly overtime provision. When an employee's appearance is required on a scheduled day off, the employee shall be compensated for all time spent, with a minimum of eight (8) hours of pay subject to applicable weekly overtime.

(b) Employees required to appear in Traffic Court in response to a summons in a non-accident incident shall not be compensated for any time so spent. The Authority shall make every effort to reduce or eliminate any wage loss by assigning the employee to available work to be performed on the day the court appearance is completed.

4.9 FUNERAL LEAVE An hourly rated employee will be granted an allowance of three (3) days off with eight (8) hours of pay for attending the funeral of the employee's spouse, child, step-child, mother, father, step-parent, parent of spouse, brother, sister and any dependent relative domiciled in the employee's home. No employee will perform work on a day for which the employee is compensated for funeral leave, except in a case of emergency.

4.10 MILITARY DUTY – CIVIL DISORDERS An employee called to active state service relating to civil disorders within the State of Illinois shall be paid the difference between the daily remuneration received from the State agency and the employee's wages, with a minimum of eight (8) hours of pay for all scheduled work time lost.

4.11 EMERGENCY CALLS Only in case of emergencies shall employees be called after 11:00 P.M. if they are needed for work at a time earlier than their scheduled starting time. Emergencies shall be defined by the Authority.

4.12 TEMPORARILY ASSIGNED EMPLOYEES Employees who are temporarily assigned to duties which require using skills for higher rated work other than those contained in the employee's job description shall be paid at the higher rate. If on any day an employee performs such work for more than three (3) hours the employee shall be paid at the higher rate for the entire day, provided that time and one-half (1½) the higher rate will be paid for all time worked in excess of eight (8) hours per day.

4.13 ERROR IN RUN ASSIGNMENT If in the event of a clerical error an extra man is assigned a run and the run has been claimed by the regular man who picked it, the extra man will be assigned or released within thirty (30) minutes and paid a minimum of eight (8) hours of pay.

4.14 TRAINING/INSTRUCTION  
If an employee is assigned to attend training/instruction as his or her day's assignment, then he or she will receive what his or her run or trick pays, with a minimum of eight (8) hours of pay.

4.15 PAYCHECKS The Authority will not withhold employee paychecks for disciplinary purposes. However, under certain circumstances, the manager may issue paychecks, but the manager may not hold an employee's paycheck to compel the employee to see the manager. All deductions on an employee's paycheck shall be explained on the paycheck stub, and any special pay additions shall be explained.

A grievance settlement shall be reduced to writing, signed and dated by a representative of the Employee Relations Department and a representative of Local 241 no more than seven (7) days after the agreement is reached between the Union and the CTA. All settlement and arbitration award checks involving payment for five (5) days or more shall be drafted separately. Grievance settlement and arbitration award checks will be paid no later than the second full pay period after the grievance settlement has been signed or a final arbitration award has been issued, unless the legality of such award is contested by the Authority.

If an arbitration award or grievance settlement is not paid by the second full pay period from the date the grievance settlement is fully executed by all parties or a final arbitration award has been issued, the Union shall contact the Vice President of Employee Relations or designee and the Vice President of Employee Relations or designee will contact the Authority's Payroll Department and advise it of the failure to make payment in a timely fashion. If payment is not made in two (2) business days thereafter, and the affected employee so requests, the Vice President of Employee Relations or designee shall assist the employee in obtaining a pay card. The Authority shall provide the appropriate Union a copy of the Vice President of Employee Relations Compensation Memorandum. The Authority shall notify the Union in writing when one (1) of its bargaining unit members is issued a pay card.

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



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

If, in a first deduction for a wage garnishment, the employee presents a stipulation of dismissal and a letter from the attorney stating that the garnishment was made in error, or evidence that arrangements have been made to pay the debt, the Authority will make immediate reimbursement. However, if two (2) or more deductions have been made, reimbursement will be made only at the next pay period, unless it can be verified that the employee was off from work and did not know about the first deduction because he was not able to pick up the paycheck showing the first deduction.

The Employee Relations Department will obtain from Payroll/Accounting the date on which the employee will be compensated for settlements involving only wages prior to sending a letter to the Union with said date.

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

Payment due for seven (7) day sick pay will be paid in a separate check.

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

## **ARTICLE 5 – OTHER PAY PROVISIONS, BUS SYSTEM, LOCAL 241**

**5.1 MINIMUM GUARANTEE: STO EMPLOYEES.** The working week of all Scheduled Transit Operations (“STO”) employees, who are defined as those employees within the classifications of bus operator (full-time and part-time) and box puller shall be forty (40) hours. An STO employee shall be eligible

for a weekly minimum guarantee of forty (40) hours of pay under the following conditions:

(a) If picked work, the employee must pick a minimum of thirty eight and one-half (38.5) hours of work and perform all of this picked work to be eligible for a weekly forty (40) hour guarantee. This stipulation includes work as determined by platform and allowances only. Lunch and spread are excluded. If an employee does not pick a minimum of thirty-eight and one-half (38.5) hours, he or she will not be eligible for the weekly forty (40) hour guarantee.

(b) All paid time will count toward the forty (40) hour weekly guarantee.

(c) Whenever during a pick an employee cannot pick sufficient hours to allow him or her to work a minimum of thirty-eight and one-half (38.5) hours for the week, the pick will be stopped and all unpicked work will be filled from the extra board.

(d) Maximum hours allowed to be picked within a week will be a maximum forty-eight (48) hours during 2006, forty-seven (47) hours during 2007 and forty-six (46) hours during 2008.

Operators shall not lose any time as a result of shortage of vehicles, breakdowns or any conditions over which they have no control.

No runs will be scheduled for less than seven (7) hours of platform time.

Extra board employees shall be guaranteed forty (40) hours of pay per week. If work is assigned under extra board procedures, an employee will receive the forty (40) hour weekly guarantee. Failure to report for work and fill an assignment when requested for any cause whatsoever on any one (1) of the five (5) days in the calendar week, exclusive of regularly scheduled days off, shall break the forty (40) hour weekly guarantee. Extra board will be treated under the same rules as stated above with the exception of someone on a "Show." Show-up time is the time the operator is to report for work. All time that an operator is on show-

up is time worked. Any assignment while on show-up will pay for time worked, including show-up time. Extra board employees reporting for work shall be held on show for two (2) consecutive hours. If an extra board employee on a show does not receive work within the timeframe of the show, the employee will receive eight (8) hours of pay for the day and will get eight (8) hours credited toward his or her forty (40) hour weekly guarantee. All sitting time will be credited toward the forty (40) hour weekly guarantee.

All extra board employees shall have two (2) regularly scheduled days off per week, and any work performed by extra board employees on those days off shall not count toward the forty (40) hour weekly guarantee if the employee is available for all assignments and works as assigned on each of the specified work days. Pay for holidays not worked will apply in accumulating hours used in the compilation of the forty (40) hour weekly guarantee for bus operators on the extra list.

The Authority may, in its discretion, institute a program at selected or all garages under which scheduled days off for operators picking the extra board will be restructured, so that an extra board operator will have one (1) picked day off each week, plus rotating weekend days off.

## 5.2 OVERTIME:

A. STO EMPLOYEES. Any STO operator who picks at least thirty-eight and one-half (38.5) hours per week, who completes all of his or her week's assignments and works additional work shall be paid time and one-half (1½) for all time worked in excess of his or her regular work week. Borrowing is not allowed. Extra board operators who have satisfied the minimum guarantee in Section 5.1 above will be paid time and one-half (1½) for additional work.

If an STO employee works overtime during a week in which the STO employee was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business) the STO employee

will be paid at time and one-half (1½) only for work performed in excess of forty (40) hours per week.

Lunch, spread time, holiday premium, and holiday pay for a scheduled day off will not count toward obtaining the forty (40) hours necessary for weekly overtime. Weekly overtime shall not be duplicated.

## B. NON-STO EMPLOYEES

The working day of all Non-STO employees shall be eight (8) hours. All Non-STO employees shall be paid at the rate of time and one-half (1½) for all time worked over eight (8) hours in any one (1) day, and for all time worked over forty (40) hours in any calendar week, but daily and weekly overtime shall not be duplicated.

To qualify for weekly overtime, a Non-STO employee must have worked his or her five (5) scheduled work days during the work week except if the Non-STO employee is absent for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business but daily and weekly overtime shall not be duplicated.

Overtime compensation per hour for all salaried Non-STO employees, who are paid on a monthly, semi-monthly or bi-weekly basis, shall be computed by multiplying the monthly rate by twelve (12) and dividing the results by two thousand and eighty (2,080) (fifty-two (52) weeks times forty (40) hours) and multiplying the result by one and one-half (1½).

Overtime for Non-STO employees in what was once known as the General Office Seniority District shall be in accord with practices in effect on the day of this Agreement.

Evening overtime for Non-STO employees performing office or clerical work shall not require two (2) unpaid meal periods in one day.

5.3 SPREAD TIME Any run scheduled over a longer spread than ten and one-half (10.5) hours shall pay a premium of one-half (½) time for all time in excess of such ten and one-half

(10.5) hours. This spread time allowance shall be paid in addition to all other straight time and overtime payments required by other provisions of this Agreement; however, the spread time allowance shall not count toward obtaining the forty (40) hours necessary for weekly overtime. This paragraph also applies to traffic checkers in the Operations Planning Department when working a regular split shift and to bus service supervisors.

Runs including spread time shall be completed within thirteen (13) hours as elsewhere provided.

Swings will be allowed from 0400 hours until 2000 hours under the following restriction: no more than seven (7) percent of the swings can start before 0530 hours.

All swing runs shall finish no later than 8:00 P.M.

There shall be no three (3) piece runs.

5.4 REPORT TIME All bus operators shall be allowed fifteen (15) minutes when commencing the day's work and ten (10) minutes for a second pullout. Such time is for preparing themselves and their buses, making reports or performing such other duties as may be required by the Authority for the day's work.

5.5 MEAL RELIEF Bus operators shall be allowed a fall-back for meals of not less than thirty (30) minutes. Fall-backs shall be provided on all streets where terminal facilities permit. Where terminal facilities do not permit a fall-back on straight runs, except in the case of Sunday and holiday runs which are elsewhere covered, operators shall be allowed a relief for meals of not more than one (1) hour and shall not be paid for the time they are so relieved from work, it being understood that no runs shall be scheduled to work more than five and one-half (5½) consecutive hours without a fall-back or relief for meals. Bus operators on certain owl runs shall be permitted to stop at locations designated by their supervisor/controller for the purpose of purchasing and picking up a meal only when their bus has no passengers.

Straight runs on Sunday and holidays shall have a scheduled fall-back or meal relief of not less than thirty (30) minutes, which shall be paid for thirty (30) minutes.

Where feasible, as determined by the Authority, the Authority will try to schedule as few runs of over four and one-half (4½) hours without meal relief or fall-back as is possible.

5.6 WORK AWAY FROM REGULAR STATIONS When an employee reports to his or her regular station and is then required to report to a station at which he or she is not regularly employed, the employee shall be paid for time going to and returning from such other station, and if not receiving work at such other station, the employee will be paid for an eight (8) hour day, which shall include the time going to and returning from his or her regular station.

5.7 SNOW EQUIPMENT WORK Bus operators working on snow equipment shall be paid the rates received by them in their regular work, and after working forty (40) hours either on snow equipment or a combination of snow equipment and their regular work, shall be paid one and one-half (1½) times the employee's straight time hourly rate for weekly overtime. No bus operator shall lose any time from his or her regular schedule on account of snow equipment work. Any regular employee detailed for the above work who loses his or her regular scheduled day's work shall be paid not less than what his or her regular run calls for.

5.8 GARAGE CLERK'S POOL Employees temporarily assigned from the garage clerk's pool shall receive the first year rate of the garage clerk classification.

5.9 PLANT MAINTENANCE LABORERS Plant maintenance laborers called out and ordered to report for work as soon as possible shall be paid at the rate of one and one-half (1½) times the employee's straight time hourly rate from the time the employee receives the call, but shall receive not less than the equivalent of three (3) hours of pay at straight time.

## **ARTICLE 6 – BLOCK RUNS, LOCAL 241**

**6.1 BLOCK RUNS – LOCAL 241** Notwithstanding any other provisions of the Agreement to the contrary, the Authority will be permitted to operate Block Runs as follows. The Authority and Local 241 agree that, with the exception of the grievance resolution committee established therein, which has been abolished, the provisions of the interest arbitration award dated November 12, 2003 relating to block runs remain in effect unless specifically changed by the provisions of this Article.

**6.2 DEFINITION** Block Runs will consist of forty (40) hours scheduled over four (4) days. Scheduled days off for Block Runs will consist of Saturday and Sunday off along with one (1) of the weekdays (Monday through Friday). At least twenty (20) percent of all Block Runs will be scheduled off on Monday and Friday, respectively.

The total number of Block Runs may be up to twenty (20) percent of all runs Monday through Saturday for computation purposes.

**6.3 MINIMUM GUARANTEE** An operator who picks (not extra board) a Block Run assignment will work the Block Run on four (4) days and will be guaranteed forty (40) hours pay for the Block Run assignment provided the operator is available and works the complete Block Run assignment. The Block Run will pay for time worked. There is no daily guarantee. Recalculation will be eliminated.

All extra board bus operators will have a guarantee of forty (40) hours over five days and shall have at least two (2) regularly scheduled days off per week. The two (2) scheduled days off for extra board operators will be fixed and not rotated, and any work performed on those days off shall not count toward the forty (40) hour guarantee. Pay for holidays not worked will apply in accumulating hours used in the computation of the forty (40) hour weekly guarantee for bus operators working Block Runs on the extra list. For an operator on the extra board, any day lost through absence will be deducted as eight (8.0) hours from his or her five (5) day forty (40) hour weekly guarantee. Extra board operators working Block Runs reporting for work shall be held on call for two

(2) consecutive hours. Holds will no longer be assigned. Designated extra board will be eliminated. There will be one (1) extra board.

6.4 OVERTIME All bus operators working Block Runs shall be paid at the rate of time and one-half (1½) for all time worked over forty (40) hours in any calendar week. If an operator works overtime during a week in which the operator was absent (except for funeral leave, vacation, holiday, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business) the operator will be paid at time and one-half (1½) only for work performed in excess of forty (40) hours for the week.

6.5 SPREAD TIME Block Runs shall be completed within thirteen (13) hours from report time to finish time. There is no spread premium pay.

6.6 REPORT TIME All bus operators working Block Runs shall be allowed fifteen (15) minutes when commencing the day's work and ten (10) minutes for a second pullout. Such time is for preparing themselves and their buses, making reports or performing such other duties as may be required by the Authority for the day's work.

6.7 MEAL RELIEF Bus operators working block runs shall be allowed a fall-back for meals of not less than thirty (30) minutes. Fall-backs shall be provided on all streets where terminal facilities permit. Where terminal facilities do not permit a fall-back on straight runs, operators shall be allowed a relief for meals of not more than one (1) hour and shall not be paid for the time they are so relieved from work, it being understood that Block Runs shall not be scheduled to work more than five and three-quarters (5¾) consecutive hours without a fall-back or relief for meals.

6.8 WORK AWAY FROM REGULAR STATIONS When a bus operator picking a Block Run reports to his or her regular station and is then required to report to a station at which he or she is not regularly employed, the employee shall be paid for time going to and returning from such other station.



6.9 CALCULATION OF DAYS WORKED FOR VACATION DAYS Bus operators (not extra board operators) picking Block Runs shall be credited with one and twenty-five hundredths (1.25) days for each day worked.

6.10 PAY FOR HOLIDAYS, VACATION DAYS, VACATION RANDOM DAYS AND CERTAIN OTHER DAYS OFF Full-time operators will be paid eight (8) hours per day taken for holidays, vacations, vacation random days ("VRDs"), funeral leave, jury duty, injury-on-duty, military leave or is an elected or appointed Union official on Union business. If a holiday occurs on a scheduled day off, the operator will be paid eight (8) hours at straight time pay and the holiday pay will not count as time worked. If the operator works the holiday on his or her scheduled workday, the operator shall be paid eight (8) hours holiday pay plus time and one-half (1½) for all time worked on that day. Holiday pay for a scheduled day off and holiday premium will not count as time worked.

6.11 ABSENCES If an operator (not extra board) is absent for any part of assignment due to sickness, failure to show up, missing, sniping off, trades, or other absences excluding paid holidays, the work missed will be deducted from forty (40) hour weekly guarantee or the scheduled weekly work hours, whichever is greater.

## **ARTICLE 9 – HOLIDAYS, BUS SYSTEM, LOCAL 241**

9.1 (a) HOLIDAY PAY New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, or the days set aside for such holidays, and the day of the employee's anniversary of birth and the day of the employee's anniversary of employment will be paid holidays and any employee who does not work or is on vacation on said holidays will receive wages for eight (8) hours for each of said holidays not worked. Those employees who work on said holidays shall be paid at the rate of one and one-half (1½) times the employee's straight time hourly rate for all time worked on said holidays and the eight (8) hours of holiday pay. An employee who is entitled to a paid holiday and who is called out to perform work on a holiday shall receive both the holiday pay and pay at the rate of one and

one-half (1½) times the employee's straight time hourly rate for all time worked on that holiday, subject to the applicable minimum guarantees.

The holiday guarantees shall not apply to any newly hired employees with less than ninety (90) days of continuous service.

Employees must have more than one (1) year of continuous service in order to be eligible for holiday pay on their anniversary of employment or anniversary of birth. The intent of this provision is that an employee would be eligible for a paid holiday for his or her birthday next succeeding completion of one (1) year of service and for the employee's second (and successive) anniversary dates of employment.

MARTIN LUTHER KING, JR. HOLIDAY In the event the Authority operates a holiday schedule on Martin Luther King, Jr. Day, such day shall be considered an additional paid holiday under the Agreement.

Unless and until the Authority operates a holiday schedule on Martin Luther King, Jr. Day and by reason of the foregoing provision it becomes a paid holiday under the Agreement, an additional floating holiday will be made available to each employee and will be considered to be in observance of Martin Luther King, Jr. Day.

This floating holiday will be picked prior to the start of the contract year in which it is to be taken in accordance with a provision to be established by the Authority.

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

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

DAY AFTER THANKSGIVING HOLIDAY      All

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

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

When an employee, who is eligible for a paid holiday as set forth above, is absent from work because of illness or injury and is concurrently receiving wages under 7-Day Sick Plan, Accident and Sickness Insurance benefits or Workers' Compensation pursuant to the laws of the State of Illinois, the employee is entitled to holiday pay for applicable holidays, without diminution of his Accident and Sickness or Workers' Compensation benefits.

The eight (8) hours of holiday pay paid to an employee on a scheduled day off, on vacation or off due to illness or injury shall not be used in the computation of weekly overtime.

When a paid holiday coincides with another paid holiday or holidays, the employee shall be excused from work on the day or days immediately subsequent to the holiday and receive eight (8) hours of pay for each subsequent holiday or holidays. When the day or days immediately subsequent to the coincidental holiday is a scheduled day off, the employee shall receive eight (8) hours of pay for each such day. The eight (8) hours of time allowed for each holiday on a scheduled day off shall not be used in computing weekly overtime.

(b) If the Authority operates on a holiday schedule on any day other than Sunday or the standard holidays listed in the Agreement, employees will be paid holiday pay and paid for work on that day according to the same rules that apply to the standard paid holidays listed in Article 9.1 of the Agreement.

For the purpose of receiving holiday pay, "an employee" under this Article shall include an employee who, on the day before the holiday:

(1) was on, or placed on, layoff status because of lack of work (subject to Article 9.1 (c)); or

(2) was on a leave of absence approved by the Authority; or

(3) was on, or placed on, a disciplinary suspension (subject to Article 9.1 (c)); or

(4) had been absent from work for a period not exceeding twenty-six (26) consecutive weeks because of an illness or injury.

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

(d) If the Authority determines to close any of its office locations for the standard holiday listed in the Agreement on the day which the Chicago business community is celebrating that holiday (the Friday preceding or Monday following), "an employee" under this Article who works at such office location will be off only on the day designated by the Authority. The Authority must notify Local 241 in writing thirty (30) calendar days in advance of the implementation of this provision.

9.2 ANNIVERSARY OPTION – MONTHLY SALARIED PERSONNEL Monthly salaried employees may elect to exercise an option when the employee's anniversary of birth or anniversary of employment occurs, in the following manner:

(a) Should the employee's anniversary of birth or anniversary of employment occur on a scheduled work day, the employee may change the date of the holiday to the work day immediately preceding or immediately subsequent to his or her

previous or next regular days off and be excused from work and receive eight (8) hours of pay.

(b) Should the employee's anniversary of birth or anniversary of employment occur on a scheduled day off or during a selected vacation period, the employee may change the date of the holiday to the work day preceding or work day subsequent to his or her previous or next regular days off and be excused from work and receive eight (8) hours of pay. However, as an alternative to work day off, the employee may elect to receive eight (8) hours of pay for the holiday. Should the employee elect to receive the additional eight (8) hours of pay for the holiday, it shall not be used in computing weekly overtime.

(c) Should the employee's anniversary of birth or anniversary of employment occur during a period the employee is off work due to an injury or illness and the employee has less than one (1) year of service and is not receiving a salary, the employee shall receive eight (8) hours of pay. Should the employee have one (1) year or more of service and be receiving a salary, the employee will not be eligible to receive an additional day off unless the anniversary of birth or anniversary of employment occurs on a scheduled day off, in which case the employee will receive an additional eight (8) hours of holiday pay. In the latter case, the eight (8) hours of pay shall not be used in computing weekly overtime.

Should one (1) or more holidays coincide, each such coincidental holiday shall be treated separately.

An employee must make arrangements with his supervisor in order to exercise his or her option a minimum of fourteen (14) calendar days preceding the holiday. The Authority shall determine the number of employees that can be excused on any one (1) work day.

9.3 ANNIVERSARY OPTION All personnel will have the option to work on their anniversaries of birth and employment at straight time plus eight (8) hours of holiday pay.

An employee in the Maintenance Areas of the Authority will have the option to take his or her anniversary of birth and employment as a floating holiday, subject to the following

conditions: (1) any request to exercise the option must be made with the supervisor no less than thirty (30) calendar days prior to his or her anniversary of birth and employment, (2) supervisory approval is required before the option may be exercised, and (3) if the employee works on the anniversary of either his or her birth or employment and elects to take a floater only straight time will be paid.

## **ARTICLE 11 – VACATIONS**

**11.1 VACATION PLAN YEAR REQUIREMENT** Years of continuous service, used in determining the vacation allowance an employee is to receive, in accordance with past practice, means full years of service from June 1st of one (1) year to May 31st of the next year, which for convenience will herein be referred to as a vacation plan year (“VPY”).

**11.2 GENERAL** Each employee covered by this Agreement shall receive a paid vacation in accordance with the provisions of this Article, provided the employee meets the service and eligibility requirements herein set forth. Vacations shall be picked within each departmental unit in accordance with district seniority. Such picks must be completed no later than April 15th.

Arrangements for vacation must be made with regard to the necessity of continuous working conditions in order that, in the judgment of the Authority, a sufficient number of employees will be available at all times to cover the various classes of work.

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

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

An employee desiring a change in a scheduled day off may make such request in writing to the Authority stating the reason for the request and the alternate day off desired. The granting of such request is subject to the approval of the Authority.

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

11.4 200 DAY REQUIREMENT To receive the established normal vacation allowance an employee must have worked at least two hundred (200) days during the preceding calendar year. If the employee worked less than two hundred (200) days during the calendar year, the employee will receive only a pro-rated vacation allowance. In determining the two hundred (200) working day requirement for vacation eligibility, not more than thirty (30) working days' absence because of certified illness or off-duty injury shall be included as days worked.

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

Employees injured on duty will be allowed full credit for days lost in determining the two hundred (200) day working requirement

for vacation eligibility, provided that the employee worked during the calendar year.

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

11.5 PAY BASIS The employee's classified rate of pay at the time the employee received his or her vacation will be used in computing his or her vacation pay allowance.

11.6 VACATION FORMULA Each employee in the continuous service of the Authority as of June 1st will receive a paid vacation during the VPY in accordance with the following schedule, provided the employee has worked at least two hundred (200) days during the previous calendar year.

<u>Years of Continuous Service</u>	<u>Vacation Allowance</u>	<u>Vacation Pay</u>
1 year but less than 2 years	7 consecutive days	40 hours
2 years or more but less than 5 years	14 consecutive days	80 hours
5 years or more but less than 10 years	21 consecutive days	120 hours
10 years or more but less than 20 years	28 consecutive days	160 hours
20 years or more but less than 30 years	35 consecutive days	200 hours
30 years or more	42 consecutive days	240 hours

11.7 PRO-RATED FORMULA Employees in the continuous service of the Authority as of June 1st, but who have not worked at least two hundred (200) days during the previous calendar year, will receive a paid vacation pro-rated on the number of days actually worked in accordance with the following schedules.



**Schedule A:** Pro-rated schedule for employees having less than one (1) year of service and for employees having one (1) year of service but less than two (2) years of service

Employees  
having less than  
one (1) year of  
service with  
minimum  
calendar days in  
service

Days worked

Vacation  
Allowance in  
working days with  
eight (8) hours pay  
per day

	0 to less than 40	0
73	40 to less than 80	1
146	80 to less than 120	2
219	120 to less than 160	3
292	160 to less than 200	4
365	200 plus	5

**Schedule B:** Pro-rated schedule for employees having two (2) years or more but less than five (5) years of continuous service

Vacation Allowance in  
working days with eight  
(8)  
hours pay per day

Days worked

0 to less than 20	0
20 to less than 40	1
40 to less than 60	2
60 to less than 80	3
80 to less than 100	4
100 to less than 120	5
120 to less than 140	6
140 to less than 160	7
160 to less than 180	8
180 to less than 200	9
200 plus	10

**Schedule C:** Pro-rated schedule for employees having five (5) years or more but less than ten (10) years of continuous service

Vacation Allowance in working days with eight (8) <u>hours pay per day</u>	
<u>Days worked</u>	
0 to less than 13	0
13 to less than 27	1
27 to less than 40	2
40 to less than 53	3
53 to less than 67	4
67 to less than 80	5
80 to less than 93	6
93 to less than 107	7
107 to less than 120	8
120 to less than 134	9
134 to less than 147	10
147 to less than 161	11
161 to less that 174	12
174 to less than 187	13
187 to less than 200	14
200 plus	15

**Schedule D:** Pro-rated schedule for employees having ten (10) years or more but less than twenty (20) years of continuous service

<u>Days worked</u>	Vacation Allowance in working days with eight (8) <u>hours pay per day</u>
0 to less than 10	0
10 to less than 20	1
20 to less than 30	2
30 to less than 40	3
40 to less than 50	4
50 to less than 60	5
60 to less than 70	6
70 to less than 80	7
80 to less than 90	8
90 to less than 100	9
100 to less than 110	10
110 to less than 120	11
120 to less that 130	12
130 to less than 140	13
140 to less than 150	14
150 to less than 160	15
160 to less than 170	16
170 to less than 180	17
180 to less than 190	18
190 to less than 200	19
200 plus	20

**Schedule E:** Pro-rated schedule for employees having twenty (20) years or more but less than thirty (30) years of continuous service

<u>Days worked</u>	Vacation Allowance in working days with eight (8) <u>hours pay per day</u>
0 to less than 8	0
8 to less than 16	1
16 to less than 24	2
24 to less than 32	3
32 to less than 40	4
40 to less than 48	5
48 to less than 56	6
56 to less than 64	7
64 to less than 72	8
72 to less than 80	9
80 to less than 88	10
88 to less than 96	11
96 to less than 104	12
104 to less than 112	13
112 to less than 120	14
120 to less than 128	15
128 to less than 136	16
136 to less than 144	17
144 to less than 152	18
152 to less than 160	19
160 to less than 168	20
168 to less than 176	21
176 to less than 184	22
184 to less than 192	23
192 to less than 200	24
200 plus	25

**Schedule F:** Pro-rated schedule for employees having thirty (30) years or more of continuous service

<u>Days worked</u>	Vacation Allowance in working days with eight (8) <u>hours pay per day</u>
0 to less than 7	0
7 to less than 14	1
14 to less than 20	2
20 to less than 27	3
27 to less than 34	4
34 to less than 40	5
40 to less than 47	6
47 to less than 54	7
54 to less than 60	8
60 to less than 67	9
67 to less than 74	10
74 to less than 80	11
80 to less than 87	12
87 to less than 94	13
94 to less than 100	14
100 to less than 107	15
107 to less than 114	16
114 to less than 120	17
120 to less than 127	18
127 to less than 134	19
134 to less than 140	20
140 to less than 147	21
147 to less than 154	22
154 to less than 160	23
160 to less than 167	24
167 to less than 174	25
174 to less than 180	26
180 to less than 187	27
187 to less than 194	28
194 to less than 200	29
200 plus	30

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

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

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

11.11 PRO-RATED ALLOWANCE – MILITARY SERVICE, RETIREMENT OR DEATH Vacation pay allowances for employees who enter the military service of the United States or who return to the Authority after such military service or who retire or become deceased during the VPY will be paid pro-rated on the number of days actually worked during the current calendar year in accordance with the schedules set forth. Notwithstanding anything to the contrary, the Parties have agreed to interpret this provision consistent with USERRA.

#### 11.12 NON-CONSECUTIVE VACATION DAYS

Employees who are eligible to pick three (3) or more complete weeks of vacation will be allowed to select one (1) week, five (5) days, of non-consecutive vacation days. Employees who are eligible for four (4) or more complete weeks of vacation will be allowed to select two (2) weeks, ten (10) days, of non-consecutive vacation days, hereinafter referred to as vacation random days ("VRDs"). Such days will not be made cumulative from year to year.

(a) The Authority will establish quotas in accordance with manpower availability as to how many individuals may be off at any time on vacations, random days, and or floating holidays.

(b) Employees may opt to select one (1) or two (2) weeks in the VRD program at the time of the regular vacation pick. Random days may be selected at a later time on a first come, first served basis. Permission for VRDs will be granted by superintendents, managers, foremen, unit supervisors or supervisors within the employee's specific work unit and dependent on manpower constraints and controls.

(c) Operations – VRDs may be selected from five (5) to thirty (30) days prior to the day selected; however, a VRD may be granted up to reporting time on the day requested.

Maintenance – A three (3) day prior notice must be given, except where permission is granted by the foreman.

(d) When an employee opts to participate in the VRD program and gives up the weeks of scheduled vacation, the employee is not allowed to withdraw from the program for that vacation plan year.

(e) Under no circumstances will the employee have a right to demand a VRD.

(f) Requests for VRDs will be given preference over requests for requested days off ("RDOs") or random time off ("RTOs"), except that the Authority may permit RDOs for emergencies. An employee who takes an RDO or RTO will have the option for such day to be charged against any remaining VRDs or floating holidays.

(g) In Maintenance only, requests for time off not charged to VRDs or floating holidays may be considered as absenteeism.

(h) VRDs must be taken during the vacation plan year in which they are selected (June 1 through May 31).

## **ARTICLE 12 – OTHER WORKING CONDITIONS, GENERAL**

### **12.1 WASH AND DRESS TIME**

(a) **BUS MAINTENANCE** Garage division or shop division employees shall be allowed ten (10) minutes with pay to wash and dress immediately prior to the completion of the day's work.

**12.2 LEAVE OF ABSENCE** All employees shall be entitled to a leave of absence for good cause.

**12.3 ACCIDENTS** The Authority shall defend and save harmless any employee or the employee's estate, sued on account of any accident occurring in and arising out of the course of said employee's employment with the Authority, provided that said employee shall cooperate with the Authority and, upon the Authority's request, shall attend hearings and trials and shall do whatever is properly required to protect and defend the rights and property of the Authority and said employee.

### **12.4 UNION-MANAGEMENT COMMITTEES**

(a) A union-management committee consisting of eight (8) individuals, four (4) representatives appointed by Local 241 and Local 308 in total and four (4) representatives appointed by the Authority, with full right of substitution, will meet and confer on issues of mutual concern, including but not limited to innovative work practices, such as self-directed work units, safety and security issues, child care facilities, providing insurance to cover the cost of replacing lost or theft of radios, transfer cards and refund cards and establishing a service award program and pilot programs. The committee may also discuss matters of mutual concern except for grievances and negotiating changes to this Agreement.



(b) Local 241 and Local 308 may place a representative on the committee which administers the Authority's Welfare Fund. Said representatives shall have input but no right to vote on any decision.

(c) The Authority and Local 241 agree to establish a joint union-management committee to study the feasibility of establishing a procedure to categorize and review safety rule violations into a chargeable/non-chargeable system for violations related to personal injury within the bus maintenance areas.

(e) A union-management committee will meet and confer on issues concerning the past practice provisions of the CTA-ATU Wage and Working Conditions Agreement.

(f) The CTA is committed to the establishment of a Stress Management Program and will work with the Unions on the design of such a program and a date for its implementation.

(g) A joint committee will be established to study the feasibility of coupling trippers into a day's work for part-time employees.

(h) A union-management committee of six (6) representatives from the Authority, three (3) representatives from Local 241, and three (3) representatives from Local 308 shall be created to study non-posted transfers as proposed by the Union and Area 605 and Area 629 issues. This committee shall also study CTA's proposed changes to Section 12.1 of the Retirement Plan for Chicago Transit Authority Employees concerning the Social Security definition of disability.

(i) A union-management committee of representatives from the Authority and Local 241 will develop a two (2) garage pilot program designed at reducing absenteeism by allowing any full-time employee to recruit a part-time employee to work for the full-time employee to allow said employee to take a VRD (over the normal required number allowed) or to take a RDO. The part-time employee who accepts this assignment would be paid at straight time and this time would be over and above the weekly maximum allowed. Both employees would have to acknowledge their willingness to the Authority. The Authority will authorize the trade by close of the next business day (Monday through Friday). A

part-time employee would be allowed to accept only one (1) such assignment per week. The current practice regarding VRD's shall be retained. The program may be expanded, modified or stopped at the mutual agreement of the parties.

12.5 MUTUAL COOPERATION The Authority and Local 241 recognize the need for adequate police protection for passengers and employees. Therefore, in an effort to further upgrade the level of protection available on the bus and rail lines of the Authority, the parties agree that a joint effort should be made to petition all appropriate branches of government for such protection.

12.6 UNJUST CHARGES The Authority agrees that any employee who, upon investigation, is found to have been discharged or suspended unjustly shall be reinstated and reimbursed for all time lost from such discharge or suspension. When a performance control specialist ("spotter" or "PCS") reports a violation on the part of any employee, a notice to report shall be posted as soon as feasible, but no later than five (5) business days after the date of the alleged violation. Such notice will indicate the time and date of the posting. On reporting, the employee will be told the nature of the violation and the time of its occurrence and will be afforded an opportunity to respond in writing within forty-eight (48) hours.

In the event the violation results in a suspension or discharge which is grieved, the Union shall have the right to require the presence of the PCS observer at proceedings at the Employee Relations level by a request in writing to the Employee Relations Department, provided, however, that the Authority may take reasonable steps to insure no employee shall be able to identify the PCS. However, one (1) Union representative, upon request, may interview the PCS at the Employee Relations level of the Grievance Procedure.

Performance control specialists shall report all observed violations which are not in conflict with instructions or supervision, and appropriate disciplinary action may be taken, provided all other elements of just cause are present.

12.7 LOCAL OFFICERS The Authority agrees that the officers of Local 241 shall be granted leave of absence on organization business, when so requested. It further agrees that any member of Local 241 who now holds office or is employed there, or shall be elected to an office or employed in Local 241, which requires his or her absence from the Authority's employ, shall, upon retirement from said office, be placed in his or her former position.

12.8 LAYOFFS In all cases where employees are laid off to reduce the force, they shall be laid off according to seniority, and when they are put back on, they shall be reinstated according to his or her seniority standing at the time he or she was laid off.

During the term of this Agreement, there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, 2000 had one (1) or more years of continuous service.

12.9 PAST RECORDS Any charge of alleged rule violations must be in writing and given to the employee before it is placed in his or her personnel file. Past records of employees shall not be considered for disciplinary purposes if pre-dated more than one (1) year, except in cases of rule violations involving safety, which may be considered unless they are pre-dated more than two (2) years, and in the case of rule violations involving alcohol, controlled substances or drugs, which may be considered unless they are pre-dated more than three (3) years.

12.10 SUSPENSIONS Prior to the suspension of an employee, the supervisor shall discuss the case with a Union representative at the work location if the Union representative is available and if requested by the employee. In the event a Union representative is requested by the employee and is not immediately available and immediate suspension is not required by the nature of the charge, the suspension will be delayed until the matter can be discussed with a Union representative. However, in no event does the Authority have to delay the suspension more than twenty-four (24) hours.

12.11 COMPLAINTS Anonymous complaints shall not be entered on an employee's record. An employee may be required to see his or her manager with respect to such complaints.

When the Authority disciplines an employee based upon the complaint of a person not in the employ of the Authority, and the employee grieves, the Authority shall secure the agreement of the complainant to be a witness against the employee in any subsequent litigation before the Authority denies said grievance at the Employee Relations step of the grievance procedure. Where the complainant refuses to be a witness, the Authority shall void the discipline.

12.12      EQUAL                  EMPLOYMENT                  OPPORTUNITY

There shall be no discrimination in hiring, promotions, or other aspects of employment because of race, color, creed, national origin, age or sex.

12.13      RIDING PRIVILEGES      All active employees, including those on leave of absence for less than thirty (30) days, and all retirees shall be provided with a riding pass which will provide free transportation on all lines operated by the Authority.

12.14      SIGNING SICK BOOK      Employees shall not be denied the right to sign in or call to get on the sick book.

12.15      BUS SERVICE SUPERVISORS      The Authority agrees to limit work locations to two (2). However, in cases of special events, charters and emergencies, the supervisors may be sent to the area of emergency.

12.16      DRUG AND ALCOHOL TESTING      The parties agree to be bound by the terms contained in the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees (Effective January 1, 1995, as revised August 7, 2002) and the Chicago Transit Authority Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees (Effective January 1, 1995 as amended January 1, 2002) which are two (2) documents jointly designated as Attachment G and are incorporated by reference herein.

12.17      EMERGENCY MEDICAL ATTENTION      An employee will not be required to fill out a report prior to receiving emergency medical attention. Waivers that are to be signed prior to taking tests are not reports.

12.18 AWOL No employee shall be considered AWOL until the end of the employee's work shift. This work rule shall be effective the same as any other work rule.

12.19 CONTROLLER If an operator is being disciplined by a manager or superintendent for an alleged infraction that the operator claims resulted from a controller's directive, the manager or superintendent will contact the controller to verify the operator's statement.

In responding to operational questions or in giving instructions, the controller will routinely provide the employee identifying number.

12.20 EQUIPMENT DEFECT REPORTS The Authority will provide a carbon type receipt for report of defects of equipment.

12.21 AREA 605 An agreement between the parties concerning transfer of employees to Area 605 is attached hereto as Attachment D and is incorporated by reference herein.

12.22 STOLEN PROPERTY An employee shall not be required to pay for CTA issued equipment or property if said equipment or property is stolen from the employee while the employee is on duty and a police report, if required by the CTA, is filed unless it is shown the employee is negligent.

12.23 BENEFIT RETENTION Any employee with five (5) years of service or more who is unable to perform his regular duty due to an occupational injury shall not lose any benefits of full-time employees when accepting any other job, light duty or otherwise. However, the wage rate and rate of pay of applicable benefits, e.g., vacation, holiday, will be the established rate of the second job. The above does not supersede the provisions of the full-time temporary currency processor agreements.

Any employee with ten (10) or more years of service who is unable to perform his or her regular duties due to a non-occupational injury or sickness shall not lose any benefits of full-time employees when accepting any other job, light duty or otherwise. However, the wage rate and rate of pay of applicable benefits, e.g., vacation, holidays, will be the established rate of the

second job. The above does not supersede the provisions of the full-time temporary currency processor agreements.

12.24 ACCIDENT INSPECTION In the case of an accident or incident which is likely to result in charges against an employee, the Authority will make reasonable arrangements to provide a representative of the Union an opportunity to inspect the equipment or facilities involved.

The Authority's right to proceed with disciplinary action against the employee on the basis of charges arising from the accident or incident is in no way affected by the inspection process.

12.25 THIRTY DAY TRIAL PERIOD The Authority has the right to return a bargaining unit employee to his or her former position within thirty (30) days after the employee has moved to a new position. Similarly, an employee in the unit who has moved to a new position may elect to return to his or her former position within thirty (30) days after the move. An employee exercising this right will not be allowed to bid again for the same position within one (1) year after returning to his or her former position.

12.26 DRIVERS LICENSE Driving while under the influence of alcohol, other drug or combination thereof and other multiple serious moving violations that result in suspension/cancellation/disqualification involving drivers license, excluding revocation.

The Authority and Local 241 agree that no employee of the Authority may operate a public transit vehicle and or any other vehicle owned or controlled by the Authority without a valid drivers license. If any employee should receive notice from any competent authority that he or she shall lose his or her driving privileges through a suspension/revocation/cancellation /disqualification action involving the employee's drivers license, the employee must immediately report said notice to his or her supervisor when the employee next reports to duty or before the end of the business day following the day the employee received notice, whichever is earlier. This reporting requirement must be followed regardless of whether the reason for the suspension/revocation/cancellation/disqualification took place on

duty or off duty. An employee who does not have a valid drivers license because of a suspension/cancellation/disqualification, excluding revocation, shall be given up to one hundred and eighty (180) consecutive calendar days from the effective date of said action to obtain full reinstatement of his or her driving privileges provided the employee has volunteered this information to the Authority. It is the employee's responsibility immediately to notify the Authority of any suspension/revocation/cancellation/disqualification. Each employee must immediately seek reinstatement of his or her driving privileges from the Secretary of State. The Authority shall assign the employee to a non-operating position during the one hundred and eighty (180) consecutive calendar days and said employee shall be paid at the hourly rate of the position. The Authority shall determine the position to which the employee shall be assigned. If an employee does not obtain full reinstatement of his or her driving privileges within the one hundred and eighty (180) consecutive calendar day period, that employee may be administratively separated.

If an employee's license is reinstated, the Authority in its discretion may assign the employee to the position the employee occupied prior to the loss of his or her driving privileges. If the employee is placed in a position with a rate of pay lower than the position the employee occupied prior to the loss of his or her driving privileges, the employee will receive the rate of pay of the position the employee occupied prior to the loss of his or her driving privileges.

Upon expiration of a suspension/cancellation/disqualification, if the employee is required to take a test administered by the Secretary of State for reinstatement of the employee's driving privileges, the employee shall be given a reasonable length of time to take the test not to exceed two (2) business days. Employees whose driving privileges have been revoked shall be administratively separated from the Authority.

If the Authority ascertains that the employee does not have a valid license, other than through the employee's voluntarily providing that information, the employee may be administratively separated. The opportunity to fully reinstate the employee's driving privileges under this one hundred and eighty (180)

consecutive calendar day provision is available to an eligible employee only once.

If during the term of an employee's employment the employee shall lose his or her driving privileges a second time through a suspension/cancellation/disqualification action involving his or her driver's license, then such employee will be administratively separated when the suspension/cancellation/disqualification becomes effective.

## **ARTICLE 13 – BUS SYSTEM SERVICE DELIVERY, LOCAL 241**

**13.1 WORK LIMITATIONS** The working week of all employees shall be so arranged that no employee shall be required to work on more than five (5) days in any calendar week, excepting in cases of extreme emergency, it being understood that extreme emergency does not mean shortage of running time and continuous use of relay buses, but it is understood to include breakdowns, blockages, flooded subways, fire or other conditions over which the Authority has no control.

A bus operator shall not be required to make extra trips after completion of his or her day's work, except in extreme emergency.

**13.2 STRAIGHT RUNS PERCENTAGE** Not less than sixty-five (65) percent of the Monday through Saturday runs shall be straight runs; the balance shall be completed within thirteen (13) consecutive hours. All runs on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas will be straight runs. Eighty-five (85) percent of Saturday runs shall be straight runs.

**13.3 NIGHT RUNS** All night runs shall be straight, as near eight (8) hours as possible, and not more than forty (40) percent of such runs shall be permitted to operate beyond 7:00 A.M.

All runs scheduled to report after 8:00 P.M. will have operable radio equipment.

**13.4 EXTRA LIST** The Authority shall endeavor at all times to maintain an adequate and proper extra list and shall place in the office of each garage an open book in which employees can register the particular day or days on which they want to get off; it



being understood that this does not interfere with or affect the days off under the maximum five (5) day week herein provided for. The employees so registered first for any particular day or days shall have preference. It is agreed, however, that employees who are officers, or members of a committee of Local 241, shall be entitled to get off in preference to others when doing business for Local 241. Said book shall be dated five (5) days ahead with the understanding that the privilege is not to be abused by either party. Executive Board members of Local 241 shall be entitled to get off when doing business for Local 241.

### 13.5 PICKS

(a) BUS OPERATORS Bus operators shall be allowed to pick runs a minimum of four (4) times a year to be effective in the months of March, June, September and December. All schedules shall be posted not less than five (5) days before the start of the picking of runs, except in emergency picking, in which case the schedules shall be posted so as to give the employees as much time as possible before picking runs. The garage superintendent shall notify every operator on the sick list, if possible, of the time the employee is scheduled to pick.

Box pullers shall pick once every year on or about December 1st.

(b) BUS SERVICE SUPERVISORS Bus service supervisors will be allowed to pick their districts every two (2) years, and their work twice a year, to be effective in June and in December.

In the scheduling of such picks and work assignments, the Authority will retain the right to maintain sufficient flexibility in order to provide for continuous and efficient service to the public. In order to provide such service, certain jobs will be required to work as assigned.

It is understood that this picking of jobs would in no way change the present practice of all jobs working as assigned under certain circumstances, such as emergencies, special events, etc.

(c) GARAGE CLERICAL PERSONNEL Garage clerical personnel shall be allowed two (2) picks each year, to be

effective in June and in December. These picks shall be conducted at a place agreed upon between the Authority and Local 241.

(d) INFORMATION CLERKS Information clerks assigned to the Transportation Department at the General Office shall be allowed to pick their work schedule twice a year.

(e) BUS MECHANICS AND BUS SERVICERS Bus mechanics and bus servicers shall have a system seniority pick every two (2) years.

Bus mechanics shall be allowed to pick their jobs twice a year. Bus mechanics' picks will have specific job duties, associated with their general repair activities, listed for each position. The Authority reserves the right to assign work to bus mechanics if picked work is not available. The list for picking must be posted at least one (1) week prior to the commencement of the pick.

Bus mechanics' job vacancies shall be filled through regular Human Resources Department procedures.

The Authority will evaluate the jobs in the Bus Maintenance Department and any new jobs that are available to be picked will be placed on the pick list.

(f) OPERATIONS INSTRUCTORS Transportation Department instructors will be allowed to pick twice a year to be effective in June and in December.

(g) SYSTEM MAINTENANCE LABORERS  
System Maintenance laborers will be allowed to pick their districts once a year.

(h) SYSTEM MAINTENANCE JANITORS All Local 241 System Maintenance janitors are allowed to pick tricks two (2) times per year, in the Spring and Fall.

13.6 CAMPAIGN UNITS On December 15, 1968, the Campaign Unit was separated into a North Campaign Unit and a South Campaign Unit. The North Campaign Unit will be phased out by gradual attrition. All job vacancies occurring in either Unit shall be posted with 77th Street Garage as the primary work location.

13.7 ROTATION OF DAYS OFF Where practicable, bus servicers, bus mechanics, janitors and laborers working in and around the bus stations, shops, garages and yards shall rotate their days off.

13.8 OVERTIME – REPAIR DEPARTMENT The Authority will make every reasonable effort to distribute overtime equally rotating among employees in their respective classifications and departments in accordance with seniority.

The Authority agrees to give the employee concerned as much notice of scheduled overtime work as is reasonably possible. The Authority further agrees to make available to the Union at the applicable work location a record of such overtime work for examination by the Union representatives at a mutually convenient time.

13.9 MEAL RELIEF FOR CLERKS AND MONEY HANDLING PERSONNEL The meal relief time for all garage clerical personnel shall be thirty (30) minutes.

13.10 GENERAL OFFICE CLASSIFICATION AND SENIORITY The job descriptions covering novice salary Grades N-1, N-2 and N-3 and salary Grades 00-11 and seniority rules for General Office employees are contained in a separate agreement between the parties entered into on the same date as this Agreement.

The Authority will revise its current method of operation in the General Office covered by this Agreement by advising its managers in the General Office through an Administrative Procedure bulletin, which shall state:

(a) Each General Office employee shall be given one (1) annual record review.

(b) Each General Office employee may, upon request, be granted access to his or her personnel file (on the departmental level) at least twice per year.

(c) Each General Office employee shall be given a copy of anything added to his or her personnel file which could lead to discipline or affect a job change.

13.11 TRAFFIC CHECKERS Geographical residential areas will not apply in considering applicants to fill positions of traffic checkers. Traffic checkers' schedules will be posted on a weekly basis.

13.12 CHARTER WORK Charter work shall be standardized in all locations and shall be assigned from the Work Book. However, if the customer makes a specific request for an employee, that employee shall be given the work.

13.13 ALTERNATIVE SCHEDULES For certain bus routes designated by the Authority, alternate emergency weather condition schedules will be posted in addition to the regular run.

Operators will work the alternate emergency weather condition schedule version of the regular run upon notice from the Executive Vice-President, Service Delivery, or his designee.

13.14 RIDERSHIP INFORMATION In addition to the "counts" now being made, the Authority may require employees to register and report fares and classes of passengers using the vehicles of the Authority. Employees will not receive additional compensation when making such counts.

These new "counts" shall not exceed twenty-eight (28) days in a calendar year, nor can any one (1) period of "counting" exceed seven (7) consecutive days. For the first two (2) counts, the Authority will not impose any discipline relating to the counts.

13.15 PAST PRACTICE All present working conditions shall remain in effect during the term of this Agreement, unless a desired change is agreed to by the parties.

13.16 STREET COLLECTOR VACATION PICK Full-time permanent street collectors will be allowed to pick vacations throughout the entire year, subject to the provisions of Article 11 of this Agreement.

13.17 BUS MECHANIC/SERVICER PRO-RATED VACATION Bus mechanics and servicers may choose by seniority any pro-rated vacation to which they are entitled at the same time they pick their regular vacations.

13.18 CENTRAL COUNTING JOBS Central Counting employees shall be allowed, upon request, to volunteer to learn

other higher rated jobs within Central Counting during times when they are not required to perform their regular duties, without compensation, or, if permitted by the Authority on the Authority's time, without any increase in their rate.

13.19 STREET COLLECTOR OVERTIME If the Authority determines that overtime is required to perform the Authority's street collection function, street collectors shall be given first preference for said overtime before it is offered to full-time bus operators who may also be used to perform the street collection function, unless the Vice-President, Bus Service Delivery, determines an emergency requires to the contrary.

13.20 TEST SCORES The Authority and Local 241 shall allow the President of the Union, its Vice-President or the Recording Secretary to check the accuracy of test scores when requested by an employee who has applied for a job vacancy. They shall also be able to compare said employee's test scores with the test scores of other applicants who were accepted for the vacancy for which the employee was considered. The accuracy of the test scores shall be checked in the offices of the Authority by comparing the said employee's answers with the answer keys for the tests taken. The Union and its President, Vice-President and Recording Secretary agree to make no record directly or indirectly of any kind of the information disclosed pursuant to this Agreement. The Union agrees not to disclose directly or indirectly any information received pursuant to this Article 13.20. The Authority reserves the right to take reasonable measures to ensure the integrity of the tests, test scores and test procedures.

13.21 BUS OPERATOR RECERTIFICATION PROGRAM An agreement between the parties concerning the Bus Operator Recertification Program is attached hereto as Attachment F-1 and is incorporated by reference herein.

13.22 BUS OPERATOR SEATS The matter of seat selection for bus operator seats on new buses will be referred to the Joint Safety Committee.

13.23 CDL TRAINING The CTA will provide training to those employees required to pass the Commercial Driver's License Exam if they so elect.

13.24 OPERABLE EQUIPMENT The Authority will take all reasonable steps to insure that the buses have operable radio equipment and silent alarms.

No operator will be required to leave the terminal with a bus which lacks a right or left outside mirror. If a mirror breaks while a bus is in service, an operator may be instructed to move the bus to a point of exchange or repair if the move can be made safely.

13.25 COMFORTABLE AND SANITARY CONDITIONS Comfortable and sanitary working conditions are to be maintained by the Authority.

13.26 SENIORITY LIST The Authority shall update the seniority list for bus operators prior to each system pick. The list will reflect the appropriate seniority number showing each employee's position within the bus operator classification.

13.27 MISSES WORKED Three (3) misses worked will be counted as one (1) miss.

13.28 VEHICLE ACCIDENT GUIDELINES – LOCAL 241 The CTA has the need to make and enforce reasonable rules and regulations for the direction and discipline of the workforce and to ensure the safe and timely operation of CTA public transportation services. Accordingly, notwithstanding Article 13.15 of the Agreement, the CTA shall have the right to make and enforce rules covering accidents. Such a rule may provide for discipline, which shall be just and reasonable. Before any such new rule becomes effective, it shall be submitted to the Union in writing. The Union shall have sixty (60) days to file for arbitration on the question of whether the proposed rule is just and reasonable. Should the Union fail to file for such arbitration, the rule shall become effective. Should an arbitrator find that the rule or any portion thereof is not just and reasonable, the CTA shall have the right to amend and reissue the rule or any portion thereof, subject to arbitration as provided in this Article.

13.29 BUS EXCEL Attached hereto and incorporated into this Agreement is Attachment C-1, Bus Excel.

## **ARTICLE 15 – INSURANCE AND SICKNESS BENEFITS**

**15.1 COVERAGE** Each full-time permanent active employee, covered by this Agreement or on leave of absence from the Authority to hold office in Local 241 shall have issued to the employee at the expense of the Authority, a Summary Plan description certifying that the employee is covered under the CTA employee benefit program.

**15.2 LIFE** Group Life Insurance in the amount of eight thousand dollars (\$8,000) on the life of each full-time permanent active employee who has been in the employ of the Authority continuously for not less than twelve (12) months, but less than five (5) years of service; and eighteen thousand dollars (\$18,000) on the life of each full-time regular employee actively employed who has been in the employ of the Authority continuously for five (5) or more years of service. Group Life Insurance shall provide double indemnity coverage for accidental death. Group Life Insurance required under this paragraph will be provided at the expense of the Authority.

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

**15.3 ACCIDENT AND SICKNESS** Group Accident and Sickness Coverage, providing no indemnity for the first seven (7) days of incapacity, but providing two hundred dollars (\$200) per week thereafter, not to exceed twenty-six (26) weeks for each full-time regular employee actively employed who has been in the employ of the Authority continuously for not less than twelve (12) months.

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

Said Accident and Sickness Coverage shall not cover any period of incapacity for which the employee is entitled to indemnity or compensation under any Workers' Compensation Act; provided,

however, that the Authority shall be liable to the extent of the difference between two hundred dollars (\$200) per week and such weekly compensation allowance, if less than two hundred dollars (\$200) per week, for a period not to exceed twenty-six (26) weeks.

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

15.4(a) COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing eighty (80) percent of full payment of the usual and customary cost of a semi-private hospital room; eighty (80) percent of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); eighty (80) percent of full payment for usual and customary cost of emergency hospital out-patient services incurred within seventy-two (72) hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but not in excess of (a) eighty (80) percent of usual and customary charges for one (1) visit; (b) one (1) visit in any one (1) day; (c) three hundred and sixty-five (365) visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a)



treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at eighty (80) percent of usual and customary charges. In the event the employee or dependent fails to comply with the Utilization Review Program, the above coverage will be provided on a reduced basis equal to eighty (80) percent of the otherwise reimbursable expense. (For example, if the plan pays eighty (80) percent of usual and customary charges, the plan will pay eighty (80) percent of eighty (80) percent = sixty-four (64) percent of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at one hundred (100) percent of usual and customary charges after the deductible, if such services are provided by a PPO network physician and at a PPO network hospital selected from a listing maintained by the Benefit Services Department. Subject to meeting the requirements of the Utilization Review Program described above, emergency comprehensive medical benefits will be paid at one hundred (100) percent of usual and customary charges after the deductible if provided by a PPO network hospital or if the emergency care results in a hospital admission, or at eighty (80) percent of usual and customary charges if provided by a non-PPO network hospital or if the emergency care does not result in a hospital admission. Comprehensive major medical expense benefits provide up to a lifetime maximum of one million dollars (\$1,000,000) after a one hundred dollar (\$100) employee calendar year deductible. The two hundred (\$200) family calendar year deductible may be satisfied by any family combination which in aggregate equals two hundred (\$200) excluding costs incurred under the CTA Group Dental Plan. The percentage payable is eighty (80) percent for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is one hundred (100) percent for out-patient hospital pre-admission testing and

outpatient surgery provided by network physicians at network facilities. Second surgical opinions, well baby and neonatal care are paid at one hundred (100) percent. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is one thousand two hundred dollars (\$1,200) for employees and two thousand and four hundred (\$2,400) for families. Inpatient and outpatient psychiatric benefits include treatment for mental and nervous conditions and alcohol and substance abuse; the lifetime maximum benefit is twenty-five thousand (\$25,000). Inpatient psychiatric services are treated as any other condition and are subject to the use of network physicians and hospitals and the Utilization Review Program. Outpatient psychiatric services are paid at eighty (80) percent of usual and customary charges to a maximum of thirty (30) visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

PPO Plan Design Effective 12/31/03

BC BS PPO

**Option 1 Plan**

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

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**Option 2 Plan**

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

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### **Option 3 Plan**

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

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### **Opt Out Option**

Effective 12-31-03, CTA will buy back benefits at nine hundred and fifty dollars (\$950)/year per eligible active employee. Eligibility requires proof of alternative coverage. The nine hundred and fifty dollars (\$950) will be paid on a pro-rata basis each month during the year with payments reflected as a separate item on employees' payroll checks. An employee may opt back into any of the effective Health Care Plan Designs, at any time, subject to proof that a change has occurred in the employee's alternative coverage.

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

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

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

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

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

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

(iii) Treatment on or to the teeth.

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

Covered Drug Charges shall not include expenses incurred for drugs:

(1) obtained without a prescription,

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

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

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

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

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

(7) devices of any type, even though such devices may require a prescription, such as but not limited to,

contraceptive devices, artificial appliances, hypodermic needles, syringes or similar devices,

(8) charges for the administration or injection of any drug,

(9) any drug which is consumed at time and place of prescription order, or

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

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

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

(e) EMPLOYEE PREMIUM DEDUCTION – PPO Effective January 1, 2003, the Employee Premium deduction formula reflecting seventy-five (75) percent of the premium increase, 2003 over 2002 and the caps of thirteen cents (\$0.13) per hour and twenty-five cents (\$0.25) cents 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.

### 15.5 DENTAL PLAN

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

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

Payment will be made for the covered dental charges which exceed the deductible amount, described below, up to two thousand dollars (\$2,000) per calendar year.

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

(1) with respect to fixed bridgework, crowns, inlays, onlays or gold restorations, on the first date of preparation of the tooth or teeth involved;

(2) with respect to full or partial dentures, on the date the impression was taken; and

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

(b) CASH DEDUCTIBLE

(1) The amount of the individual cash deductible is twenty-five dollars (\$25). The family cash deductible is fifty dollars (\$50). It applies each calendar year, except that:

(i) if the cumulative family deductible is not satisfied in a calendar year, expenses incurred during the last three (3) months of a calendar year will apply toward satisfying the accumulative family deductible for the following year;

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

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

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

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

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

(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.

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

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

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

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

(iii) charges for a diagnostic oral examination are covered only once in a six (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.

(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.

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

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

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

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

(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.

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

15.7 HEALTH MAINTENANCE ORGANIZATIONS – (HMOs) Employees will be permitted to participate in HMOs approved by the Authority and the Union. The following will be provided:

### **HMO Plan Designs Effective 12/31/03**

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

### **HMO Illinois**

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

### **Opt Out Option**

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

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

Effective 12/31/03, the Employee Premium deduction formula of the Agreement (reflecting seventy-five (75) percent of the

premium increase, 2003 over 2002 and the caps of eleven cents (\$0.11) per hour and twenty cents (\$0.20) per hour single/family, respectively) will be utilized.

### 15.8 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 (100) percent of the premium cost of the employee's own premium or an amount equal to one hundred (100) percent of the employer paid premium for the Dental Plan (Section 15.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five (75) percent of the premium cost of the dependents' premium or an amount equal to seventy-five (75) percent of the employer paid premium for the Dental Plan (Section 15.5(A)), whichever is the lesser amount.

15.9 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.

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

- (a) legal wife or husband,
- (b) unmarried children from birth to age nineteen (19) years, and
- (c) unmarried children nineteen (19) years, but under twenty-three (23) years of age, who have their legal residence with the employee, who are wholly dependent upon the employee for maintenance and support and for whom the employee is legally responsible for the child's actions, and who are in regular full-time attendance at an accredited secondary school, college or university. The coverage of a dependent child shall not cease because of the attainment of the anniversary of his date of birth specified in the definition of "dependent" hereunder, if proof is furnished to the Authority within thirty-one (31) days after such anniversary that on such anniversary the dependent child is incapable of self-sustaining employment by reason of mental

retardation or physical handicap and that such child became so incapable prior to the attainment of age nineteen (19) and that such child is chiefly dependent upon the employee for support and maintenance. The coverage as to such child will continue while such incapacity continues and while the employee's insurance with respect to his dependents remains in force, provided such child meets all the requirements of the definition of "dependent" except age. The Authority shall have the right to require proof of the continuance of such incapacity of such child from time to time while said policy remain in force. It is the sole responsibility of each employee to enroll or remove his eligible dependents.

#### 15.11 ACTIVE EMPLOYMENT REQUIREMENT

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

#### 15.12 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.

#### 15.13 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.

#### 15.14 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.

15.15 INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT

All employees shall be covered by two hundred and twenty-five thousand dollar (\$225,000) 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.

15.16 PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM

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

15.17 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.

15.18 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.

15.19 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 16 – GRIEVANCE PROCEDURE**

Should a grievance arise between the Authority and its employees or the duly constituted bargaining agent, an earnest effort will be made to discuss and resolve such matters at the appropriate work location prior to the formal invocation of the grievance procedure. The time limitations set forth herein are of the essence and no action or matter not in compliance herewith shall be considered the subject of a grievance unless the time limitations are extended by written agreement of both parties.

Grievances concerning discharges shall be submitted directly to Step 2 of the grievance procedure within thirty (30) calendar days of the occurrence or knowledge of the occurrence giving rise to the grievance.

Grievances will be processed in the following manner:

Step 1: The grievance must be submitted in writing by the Union to the General Manager or equivalent by delivering a copy to Employee Relations. The grievance must be submitted by the Union within thirty (30) calendar days of the occurrence or



knowledge of the occurrence giving rise to the grievance. The General Manager or equivalent shall investigate the grievance. The General Manager or equivalent shall provide a written response to the Union detailing the position of the Authority within thirty (30) calendar 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 thirty (30) calendar 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 discussion between representatives of Employee Relations and the Union to be held within thirty (30) calendar days after receipt of the Union's appeal. If no resolution takes place at the Agenda Meeting, the Vice-President shall submit a written response to the Union within thirty (30) calendar days following the Agenda Meeting.

Step 3: (a) The grievance may be submitted to arbitration as provided in Article 17.

(b) In cases involving demotion or discharge, an employee must in writing elect between having his or her case submitted to arbitration or submitting it to the Transit Board under Section 28 of the Metropolitan Transit Authority Act and such election by said employee shall constitute a complete waiver of any other right of action against the Authority. In the event an employee submits both a grievance and a request for hearing under Section 28, the first received by the Authority shall be deemed the employee's election under this Section.

## **ARTICLE 17 – ARBITRATION**

17.1 ARBITRATION If the grievance is not resolved in Step 2, above, and the Union or the Authority wishes to appeal the grievance, the Union or the Authority may refer the grievance to arbitration within ninety (90) calendar days of receipt of the Authority's written Response provided to the Union at Step 2.

All grievances not referred to arbitration in compliance with the time limits of this Article 17.1 are time-barred, unless extended in writing signed by both the Authority and the Union.

17.2 THE SELECTION OF ARBITRATION BOARD The party requesting arbitration shall name its arbitrator at the time the request for arbitration is made. Within fourteen (14) calendar days after receipt of such request, the other party shall name its arbitrator. Within seven (7) working days thereafter, the two (2) arbitrators or their representatives shall meet to select an Impartial Chairman of the Board of Arbitration. Should the two (2) arbitrators be unable to agree upon the appointment of the Impartial Chairman within fourteen (14) calendar days after the second of the arbitrators was named, 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 Chairman shall be selected. In the event the arbitration arises under Article 16 of this Agreement, the FMCS shall be requested to submit a list of five (5) arbitrators who are experienced in interest arbitration in the transportation industry. Within fourteen (14) calendar days after receipt of the list, the Impartial Chairman shall be selected from the panel by each party alternately striking a name from the panel until only one (1) name remains. The order of striking shall be determined by the toss of a coin.

17.3 DECISION The decision of a majority of the arbitration committee shall be final, binding, and conclusive upon the Union and the Authority. The authority of the arbitrators shall be limited to the construction and application of the specific terms of this Agreement and or to the matters referred to them for arbitration. They 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.

17.4 FAILURE TO APPOINT OR TO MEET The Authority and Local 241 agree that time is of the essence in resolving grievance and contract disputes. Thus, the parties specifically agree that unless the time set is extended by mutual written agreement, the failure of either party or its arbitrator to meet the specifications of this Article 17 shall be construed as an admission that the party does not have a valid and legitimate position, and

the sole arbitrator acting timely shall have the authority to issue an award binding on both parties.

**17.5 EXPENSES** Each party shall divide equally the costs and expenses of the neutral arbitrator and administrative costs of the arbitrator. Other expenses shall be borne by the party incurring them.

**17.6 EXPEDITED ARBITRATION** There will be hereby established for disciplinary cases of up to and including a five (5) day suspension which do not involve interpretation of the Agreement and which are not of a technical or policy-making nature an expedited arbitration procedure. In any such case, the Union and the Authority shall immediately notify the designated arbitrator. The designated arbitrator is that member of the Expedited Arbitration Panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing. Immediately upon such notification the designated arbitrator shall arrange a place and date for the hearing promptly but within a period of not more than thirty (30) working days. If the designated arbitrator is not available to conduct a hearing within the thirty (30) days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

**17.7 DISCHARGE CASES** In discharge cases, the arbitrator selection shall take place within fourteen (14) days of receipt by the Authority of the Union's referral of the grievance to arbitration. 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 thirty (30) calendar days of the hearing, receipt of the transcript, or the briefs, whichever is later.

## **ARTICLE 18 – RETIREMENT PLAN**

The Retirement Plan is a part of this Agreement in all respects and for all purposes, including future proposals for revision in the Plan and in the negotiation or arbitration of proposed revisions. The Retirement Plan is subject to 40 ILCS 5/22-101 as amended. The Retirement Plan for Chicago Transit

Authority Employees is set forth in full as Appendix A hereto and made a part hereof.

The Authority shall have the right to establish one (1) or more retirement plans as provided for in §22-101(a) of the Illinois Pension Code.

## **ARTICLE 19 – RETIREE HEALTH CARE TRUST**

Pursuant to and in accordance with 40 ILCS 5/22-101B, as amended, the Retiree Health Care Trust has been established and shall be governed in accordance therewith.

## **ARTICLE 20 – TERM OF AGREEMENT**

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

**20.2 CHANGES** Either of the parties hereto shall have the right to open this Agreement for modifications and or additions to be effective January 1, 2012, or any anniversary date thereafter by written notice to the other party sixty (60) days prior to such anniversary date. Notification submitted in accordance with the foregoing shall contain a written statement of all modifications and or additions to the Agreement which are proposed. If no agreement is reached within said sixty (60) days, or such further time as the parties may agree upon, the matter shall be submitted to arbitration as provided in Article 17. All conditions of this Agreement are to continue in full force and effect until changed, revised or amended from time to time by agreement of the parties or by the decision of the Board of Arbitration.

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

**20.4 RTA REOPENER** The Metropolitan Transit Authority Act, in Section 28a.(b)(2), provides that any agreement of the Authority may be reopened if the amended budget submitted

pursuant to Section 2.18a. of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority.

20.5 SOLE AGREEMENT This written Agreement and the documents attached hereto in Exhibit B, Local 241 constitute the entire written Agreement between the parties, with the exception of settlement agreements.

In order to effectuate this provision, effective immediately upon execution of this Agreement, Local 241 and the Authority will form a Committee of four (4) people, two (2) from the Authority, and two (2) from Local 241 for the purpose of assembling all written agreements which the parties believe to be in effect. The Chicago Transit Authority and Local 241 shall attempt to agree as to the authenticity of the documents assembled. All documents shall be submitted to the Committee no later than three (3) months from the execution of this Agreement. All documents submitted within the above three (3) month period shall become part of Exhibit B.

IN WITNESS WHEREOF, THE CHICAGO TRANSIT AUTHORITY, a municipal corporation, has caused this Agreement to be signed in duplicate by the Chairman of the Chicago Transit Board and attested by its Secretary, AMALGAMATED TRANSIT UNION, LOCAL 241 has caused this Agreement to be signed in duplicate by its President and Business Agent and attested by its Financial Secretary, and AMALGAMATED TRANSIT UNION, LOCAL 308 has caused this Agreement to be signed in duplicate by its President and Business Agent and attested by its Secretary-Treasurer, this 27<sup>th</sup> day of October, 2009.

Authorized by Chicago Transit Board Ordinance No. 008-15


CHICAGO TRANSIT AUTHORITY

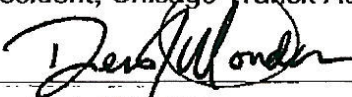
  
Terry Peterson  
Chairman, Chicago Transit Board


ATTEST:

  
Gregory Longhini,  
Assistant Secretary  
Chicago Transit Board

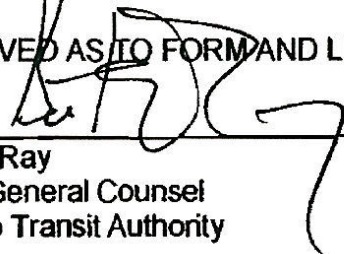
RECOMMENDED:

  
Richard L. Rodriguez  
President, Chicago Transit Authority

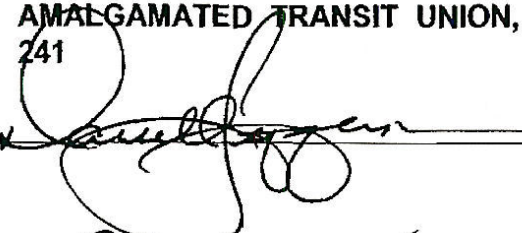
  
Dennis J. Mondoro  
Senior Vice President  
Chief Administrative Officer  
Chicago Transit Authority

  
Robert M. Gierul  
Vice President – Employee Relations  
Chicago Transit Authority

APPROVED AS TO FORM AND LEGALITY:

  
Kent S. Ray  
Acting General Counsel  
Chicago Transit Authority

AMALGAMATED TRANSIT UNION, LOCAL  
241




ATTEST:



AMALGAMATED TRANSIT UNION, LOCAL  
308



ATTEST:



ORDINANCE NO. 008-15

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

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

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

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

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

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

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

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

**ORDINANCE NO. 008-15**

(Continued) -2

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

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

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

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

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



ORDINANCE NO. 008-15  
(Continued) -3

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

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

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

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

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

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

ORDINANCE NO. 008-15  
(Continued) -4

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

APPROVED:

  
Chairman

February 13, 2008

PASSED:

  
Assistant Secretary

February 13, 2008

# **CTA-ATU Collective Bargaining Agreement**

## **ATTACHMENT A**

### **MEMORANDUM OF AGREEMENT**

#### **LIGHT DUTY JOBS**

This Memorandum of Agreement is between the negotiating committee of the Chicago Transit Authority (referred to herein as “CTA” or Authority”) and the negotiating committee of the Amalgamated Transit Unions, Local 241 (referred to herein as “Local 241” and/or “Unions”).

The parties agree as follows

1. This Memorandum of Agreement is subject to the ratification of the employees and the Authority’s Board of an entire agreement between the parties. If an entire agreement is not ratified by the employees and / or the Authority’s Board, this individual agreement shall be void and withdrawn.

1. The Authority will create a job classification of “Maintenance Cleaner-Restricted Duty”, as a full-time, temporary position.

2. The Authority may, in its sole discretion, create addition job Classification with a “light duty” or “restricted duty” designation, but nothing herein obligates the Authority to do so.

3. Nothing herein obligates the Authority to include the “Maintenance Cleaner-Restricted Duty” position or any other designated “light duty” or “restricted duty” position in any of its budgets, or to provide otherwise for the filling of such a position, or to place any individual in such a position, even if a budgeted vacancy is available.

4. It is the intention of parties that, if a “Maintenance Cleaner-Restricted Duty” position or any other designated “light duty” or “restricted duty” position is to be filled, that it be filled exclusively by inactive employees assigned to Area 605.

5. The duties of the “Maintenance Cleaner-Restricted Duty” position will consist of general cleaning, debris removal, graffiti removal, grounds and building maintenance not normal performed by full-time, permanent employees.
6. Any “Maintenance-Cleaner Restricted Duty” position to be filled will be offered in company seniority order to Area 605 employees. Although a certain minimum level of physical qualification may be necessary, it is the intention of the parties that each person who accepts a position will be individually evaluated and assigned only work consistent with his or her physical restrictions.
7. Acceptance of “Maintenance Cleaner-Restricted Duty” positions will be voluntary. No Area 605 employee would be required to take or continue in such a position.
8. The acceptance of a “Maintenance Cleaner-Restricted Duty” position will not affect the employee’s right to return to a full-time permanent position under normal placement practices.
9. The acceptance of a “Maintenance Cleaner-Restricted Duty” position will not affect the employee’s Union or Local affiliation, whatever the nature of the duties actually assigned to the employee.
10. The schedule of Maintenance Cleaner-Restricted Duty” positions will be eight hours a day, five days a week, with shifts to be determined by the Authority.
11. An employee in Area 605 as the result of Employee Assistance Program participation shall have the time in a “Maintenance Cleaner-Restricted Duty” position counted toward completion of the requirement that he or she be in a non-operating position for a period of a year before being allowed to return to an operating position.
12. The pay rate of a “Maintenance Cleaner-Restricted Duty” will be \$8.00 an hour.
13. Employee in positions of “Maintenance Cleaner-Restricted Duty” will be entitled to no benefits other than those required by law; provided, however, that after 90 days of

continuous service in such a position, an employee will receive basic individual hospital, surgical, physician, diagnostic and supplemental accident expenses insurance coverage, paid for by the Authority, under the same terms and conditions as those covering individual full-time, permanent employees.

14. The Authority retains the right to reduce the number of or eliminate the positions of "Maintenance Cleaner-Restricted Duty" at any time. In the event of such reduction or elimination, employees in the positions will be retransferred to Area 605 in reverse company seniority, without diminishment of their rights as inactive, unassigned employees.

## **ATTACHMENT B**

### **SPECIAL UTILITY WORKER**

The Authority will create a new job classification, Special Utility Worker, bus/rail, to perform cleaning duties as assigned. Said job shall be limited to not more than 50 employees at any one time during the term of this Agreement. The Authority will offer said Special Utility Worker, bus/rail, job to employees in the following order:

- a. Employees in Area 605, who the Authority determines are able to perform in the work assigned.

The Union and the Authority will meet to discuss the priority for selection of different classes of employees within the Area 605. Area 605 employees shall be selected by seniority. If the work to be assigned is within Local 241's jurisdiction, Local 241 unit employees in Area 605 shall have first priority. If there are not enough available said Area 605 employees within the applicable Local Union's jurisdiction of the work assigned the Authority will offer the said Special Utility Worker's, bus/rail, job to said employees in the other Local Union's jurisdiction.

- b. If there are not enough Area 605 employees available who the Authority determines are able to perform the work, the Authority will offer said work to newly hired part-time employees. Said part-time employees shall not work more than 30 hours per week.

An Area 605 employee may decline the Authority's offer of said Special Utility Worker, bus/rail, job without penalty.

On a quarterly basis, new employees in Area 605 who the Authority determines are able to perform the work will be offered the opportunity to replace any part-time employees in said Special Utility Worker, bus/rail job.

Whenever the Authority removes employees from said Special Utility Worker, bus/rail, part-time employees will be removed before Area 605 employees

If a full time regular job becomes available to an Area 605 employee who is qualified to perform said job while said Area 605 employee is working in the Special Utility Worker bus/rail, job, the full-time regular job will be made available to said Area 605 employee in accordance with current practice.

The rate for Special Utility Worker, bus/rail, will be \$8.00 per hour. Area 605 employees who have performed said Special Utility Worker, bus/rail, job for 90 days will receive basic hospital and medical benefits. Area 605 Special Utility Worker, bus/rail, shall receive an 8 hour daily guarantee.

Employees who are in Area 605 as the result of E.A.P. participation will have the time in said Special Utility Worker, bus/rail, job counted toward completion of the requirement that he or she be in a non-operating position for a period of up to one year before the employee requests to return to an operating position.

## **Attachment C**

### **Bus Excel (Local 241)**



## **Chicago Transit Authority Bus Excel**

### **Amend the Collective Bargaining Agreement to add as Attachment J, Bus Excel**

The 21<sup>st</sup> Century has presented new challenges to Bus Maintenance, which included the following:

- Reassurance of safety to ridership
- Regain and maintain public confidence
- To provide for and adhere environmental concerns
- Conserve natural resources
- Establish a level of bus maintenance professionalism that will be a model to the industry

A renewed emphasis must be placed on training to improve and update skill levels of Bus Maintenance personnel. New and future bus vehicle operating system technologies will require that Bus Maintenance personnel be qualified and trained in the areas of troubleshooting and repair. The Federal Transit Administration (FTA) has identified and defined the need for improved training and development in their excerpts regarding the FTA Strategic Plan. Under Vision Strategy number 5, the following goal is identified:

Foster an environment that supports mutual respect and courtesy, ensures that all employees are treated fairly and strives to maintain and upgrade the professional and technical knowledge and competence of employees.

The Mission Statement of the Chicago Transit Authority states that: “We provide quality, affordable transit services that link people, jobs and communities.” To fulfill our mission statement, Bus Operations is dedicated to providing on-time, clean, safe and friendly service to our customers. The means to accomplish these tasks are defined in the Bus Operations, Bus Fleet Management Plan. The Bus Operations, Bus Fleet Management Plan, places a renewed emphasis on training and skill levels for Bus Maintenance employees.

Mass transit funding requires that Bus Maintenance obtain the highest return for every maintenance dollar invested. Taxpayers and ridership require that their invested tax and fare dollars provide for the highest return in safety, convenience and service.

Bus Operations has developed the Excel Bus Program as the resource and response to the challenges of the 21<sup>st</sup> Century.

For clarity and consistency throughout the document, the following references shall be used: Excel Bus Program (herein called the "Program"), the Chicago Transit Authority (herein called the "Authority"), the Amalgamated Transit Union, Local 241 (herein called the "Union") and Bus Maintenance Training and Development (herein called "BMTD").

The Program is a performance-based program. The Program uses employee initiative and knowledge enhancement to allow bus maintenance personnel to attain the Program Certification. The employee is compensated for the knowledge acquired and the ability and the performance expected at each level.

The Program allows the Authority to certify and qualify Bus Maintenance personnel in compliance with current and future governmental regulations and CTA requirements. Examples of recent and proposed governmental regulations are:

- The requirements of Commercial Drivers License in order for an individual to operate a bus or truck.

- Revision to part 396 of the Federal Motor Carriers Safety regulations regarding the certification of individuals that adjust, repair or rebuild heavy duty braking systems and identifies employees that met the criteria of the revision as "Brake Inspectors."

- As of 11/14/94. An individual that opens a mobile air conditioning system must be certified in the proper usage and operation of reclaiming equipment used to handle refrigerants consisting of chlorofluorocarbons (CFC) or hydrochlorofluorocarbons (HCFC). The common industry trade name for these refrigerants is Freon.

- Section 219(d) of the Clean Air Act requires that the EPA develop regulations governing 1993 and earlier model year, urban bus diesel engines rebuilt or replaced after a yet to be determined date. The

section requires that engines rebuilt, after the yet to be determined date, be retrofitted with upgrade kits of later model year engine components. The EPA intends to accept any properly rebuilt engine that uses OEM parts or parts meeting OEM specifications that upgrade the engine configuration that has demonstrated to have a particulate emission at or below the EPA particulate standard.

As a result of this regulation, mechanics and technicians must be properly trained and certified to ensure that engine components have been properly installed, rebuilt and/or adjusted in order for the engine to produce the certified particulate level of that engine configuration. Please note that all the regulation does not concern itself with any union jurisdiction, rather it only requires that employees be certified to comply with the regulation.

## **1.0 PROGRAM JURISDICTION**

- 1.1 The Program establishes certification requirements for all Bus Services and Bus Mechanics. The Program utilizes training and testing criteria developed for Authority certification. The objective of the Program is to provide the information, education, experience and training to prepare bus maintenance employees to successfully complete and pass ALL company certification programs and applicable technical courses as designated by BMTD.
- 1.2 Any picking exercised by employees will be in accordance with the collective bargaining agreement.
- 1.3 The Program Certification Levels, in ascending order (minimum to maximum) according to certification and training, are as follows:
  - Level I – Bus Servicer
  - Level II – Bus Mechanic
  - Level III – Bus Mechanic
  - Level IV – Bus Mechanic
  - Garage Instructor I
  - Garage Instructor II
  - Senior Garage Instructor
- 1.4 The existing Maintenance Labor/Management Committee will oversee the Program.

## **2.0 PROGRAM TRAINING SITES**

- 2.1 Program training, as identified by BMTD, will be conducted at the Bus Maintenance Training Center and designated and applicable training sites.

## **3.0 PROGRAM IMPLEMENTATION OF BUS MECHANICS**

- 3.1 All Current Bus Mechanics and Garage Instructors hired prior to the date of this Agreement will be considered Level II Certified.
- 3.2 All currently employed Bus Mechanics hired prior to the date of this Agreement who have the qualification, based upon individual abilities, skills and knowledge to take the required BMTD test to progress to Bus Mechanic III and IV will be afforded that opportunity. If said Bus Mechanic decides to take the required test, BMTD will provide the necessary materials to the employee for the test. If the employee passes the required tests, the employee will be certified as a Level III or Level IV Bus Mechanic. If the employee fails the test(s), the employee will remain in his/her current classification. If a test is failed, the employee will be given the opportunity to retest after 90 days and must provide proof of preparation relating to the subject failed.
- 3.3. All Bus Mechanics hired on or after the effective date of this agreement will be required to be certified as Level II within 12 months of hire date and Level III within 5 years of hire date.

Failure to obtain certification will result in the employee being administratively separated from Authority.

- 3.4 The Program is based on knowledge, performance and training. Bus Mechanics that have already attended BMTD classes since January 1, 1991, will receive credit for those classes. Bus Mechanics and Garage Instructors that have already attended BMTD classes will be scheduled for any remaining required level classes. Employees will be scheduled to attend the required classes based on the information presented on the employees transcript. Successful completion of each level requirement will allow the Bus Mechanic to be certified through each level, up to and including Level IV, with the corresponding pay scale for work performed at that level.

## **4.0 PROGRAM TEST REQUIREMENTS**

4.1 Classes conducted at BMTD will require a minimum passing grade of 75%.

4.1.2 If an employee hired prior to the date of this Agreement fails to attain a passing grade for a training class, written and/or practical performance test, the employee will be scheduled by BMTD to retake the class and any applicable testing required.

4.1.3 If an employee hired prior to the date of this Agreement requests a test out based on their individual experience, training, knowledge and abilities and fails the test, the employee will be allowed to retest after 90 days and must provide proof of preparation, relating to the subject failed. The employee will be scheduled for testing by BMTD. Mentoring will be available upon request.

## **5.0 PROGRAM ATTENDANCE REQUIREMENTS**

5.1 Attendance at all training classes and test days is mandatory. Failure to comply with the attendance required may be considered a violation of General Rule # 11.

5.2 Employees who fail will be scheduled by BMTD to attend the next available class by seniority order.

## **6.0 LEVEL I BUS SERVICER CLASSIFICATION**

6.1 Level I Bus Servicer requires basic repair training. An employee in this classification is required to pass all training classes associated with this classification.

## **7.0 PROGRAM SALARY INCENTIVE AND PROGRESSION**

7.1 Level II is the minimum level standard for Bus Mechanic personnel. Although Level II is a minimum level for current employees, it is the intent of the program to encourage progression to higher levels through training and knowledge enhancement. Employees hired prior to the effective date of this Agreement who fail to obtain Level III classification in a time period of five years, will be evaluated.

The evaluation will focus on what is preventing the employee from progressing. Failure to obtain Level III classification after the five year time frame will restrict employees' work. Through a cooperative

effort between company and union, the employee will be given the opportunity for training and education, in order to improve in the areas that are preventing progression.

- 7.2 Once certified to a higher level, the employee will be placed in the next vacancy that occurs for that level job. The employee cannot refuse to perform assignments at this level or to pick at this level.
- 7.3 Garage Instructors must pass all applicable tests for Level III in order to receive an additional 4% premium and pass all applicable tests for Level IV for an additional 3% premium increase.
- 7.4 In order to establish a level wage rate a specific dollar value was assigned to each Program level. The table below indicates the increases in each level.
- 7.5 The percentage increases provided for below, shall be in addition to any other contractual increases to the hourly rate, provided for pursuant to the parties' collective bargaining agreement.

<b>LEVEL PROGRESSION BASED ON WAGE RATE as of 12/31/2003</b>				
Program Level	Level Percent Premium	Level Wage Premium	Base Wage	Level Wage
I – Bus Servicer	3%	\$0.587	\$19.559	\$20.146
II – Bus Mechanic	0%	0%	\$23.784	\$23.784
III – Bus Mechanic	4%	\$0.951	\$23.784	\$24.734
IV – Bus Mechanic	3%	\$0.742	\$24.734	\$25.476
II-Garage Instructor I	4% & 3%	Grade 7		
III-Garage Instructor II	4% & 3%	Grade 8		
IV-Senior Garage Instructor (Bus Maintenance)	4% & 3%	Grade 9		

7.6 Notwithstanding any other provision in the Agreement to the contrary, an employee working in a higher rated classification pursuant to the Bus Excel Program shall receive Vacation or Holiday pay at the pay scale of the higher rated classification provided the employee has worked in the higher rated classification for at least five (5) consecutive work days immediately preceding the Vacation or Holiday.

## 8.0 PROGRAM LEVEL JOB DEFINITIONS AND RESPONSIBILITIES

8.1 Level I, Bus Servicer Employees hired into the position of Bus Servicer after the date of this agreement will be required to perform the below listed duties.

<b>Job Sche dule</b>	<b>Job Title</b>	<b>Auth Level</b>	<b>Union Affiliati on</b>	<b>Date Est. YYMMDD</b>	<b>Date Rev. YYMMDD</b>
1441	Bus Servicer	Hrly	0241	500502	980924
<b>Division:</b> Transit Operations <b>Group:</b> Bus Operations <b>Dept:</b> Bus Maintenance					
<b>Safety Sensitive Position:</b> Yes					
<b>Location:</b> Various Bus Garage					
<b>Reports to:</b> Maintenance Manager					
<b>Analyst:</b>					
<b>Approved:</b>					
<b>BASIC FUNCTIONS:</b> Performs basic cleaning duties to the interior and exterior of Authority buses and services buses with fuel, oil and coolant and assists bus repairman in performing various repair functions. Will also perform basic repair tasks as outlined below.					
<b>Primary Duties and Responsibilities</b>					
Drives buses to fueling bay, services with fuel, oil and coolant, and parks bus in appropriate position as determined by defect ticket.					
Check all critical vehicle fluids and records amount of fuel and oil dispensed.					
Observes and notes bus defects such as fluid leaks, excessive oil consumption, loose wheels, flat tires, graffiti, etc.					
Drives bus through mechanical wash rack. May be required to manually wash front/back and doors of bus exterior using long handled brushes and hose as required.					

Completes and affixes Defective Bus Tickets to buses in need of repair and drives bus to designated bay area.
Sweeps, dusts, washes, debugs and disinfects bus interior using various types of soaps, cleaners and chemicals.
Enters bus data and control readings into computerized system upon completion of tasks.
Manually sweeps and washes bus garage bay floors and pits.
Cleans, sweeps and washes bus garage offices, washrooms and lunchroom.
Performs removal of graffiti on bus exterior and interior using various cleaners and chemicals.
Using various soaps and chemicals, cleans interior of bus. May be exposed to blood borne pathogens resulting from an incident involving personal injury, illness or bodily functions.
Assists Bus Mechanic in performing various bus maintenance tasks including oil and lubrication, chassis and suspension work, body repairs, glass replacement, road calls, and changing batteries. Can work alone in the performance of basic repairs including, but not limited to: changing bulbs, replacing mirrors, tighten stanchion bars, replace seats, changing HVAC filters, checking tire pressure, removal/replacement of surveillance recording devices, and removal/replacement of sacrificial window film.
<b>Secondary Duties and Responsibilities</b>
Loads and unloads materials and supplies from trucks.
Completes daily worksheet and prepares written and computerized reports as necessary
Services Authority non-revenue trucks and cars with fuel, oil, anti-freeze and exterior/interior clean
Makes road calls to service and/or replace defective buses.
Assists delivery drivers in the unloading and inventory of vehicle fluids.
Transfers buses to various garages.
Affixes decals and informational signs and stickers to bus interior.
Performs other duties as assigned.



## BUS SERVICER POSITION REQUISITES

Required to submit to and pass drug and alcohol testing as mandated by the Federal Transportation Administration.

Must comprehend and maintain knowledge of acceptable bus servicing methods and procedures.

Must comprehend and maintain knowledge of Authority safety regulations.

Must comprehend and maintain working knowledge of the computerized system.

Required to obtain and maintain the skills required to operate Authority buses.

Must possess or obtain a valid State of Illinois Commercial Drivers License (C.D.L.) with the required “P” endorsement and “B” classification.

Must comprehend and maintain the knowledge and skills required to utilize bus servicing equipment.

Must possess basic theory and operation of bus mechanical and electrical systems and the repair of these systems.

Must perform efficiently and effectively in accordance with qualify and job performance standards established by the Authority.

Must be willing to accept the responsibility and accountability that the position requires.

Must pass applicable tests.

Must have one year of verifiable experience in the Automotive field.

### EDUCATIONAL REQUISITE

Must possess a high diplomas or GED equivalent.

## 9.0 PROGRAM LEVEL TRAINING REQUIREMENTS

### 9.1 Level I - Bus Servicer

Course Titles
Program Instruction
Program Instruction Test Dates

32-Hour Pre-qualification
Interior/Exterior Removal and Replacement of Minor Components

## 9.2 Level II - Bus Mechanic

Course Titles
Electrical Courses 1A & 1B
Field Training
Heating and Ventilation I
Basic Hydraulics
Heating and Cutting
Doors 1
General Pneumatics
E2A Reading legends & unique schematic symbols
E2B Unique component locations and functions
E2C Advanced night light circuitry
E2D Advanced multi-meter usage
E2E Advanced relays – part 1
E2F Advanced relays – part 2
E2G Advanced turn signal circuitry
E2H Pneumatic pressure switches
E2I Advanced brake light circuitry
E2J Advanced connectors – Part 1
E2K Advanced starting system circuitry - Part 1
E2L Advanced starting system circuitry -Part 2
E2M Advanced connectors – Part 2
E2N Advanced charging system circuitry – Part 1
E2O Advanced charging system circuitry - Part 2
E2P Wire soldering
E2Q Brake interlock circuitry
E2R Hydraulic pressure level and temperature sensors
E2S Inductive sensors
E2T Electronic drivetrain code translations

### 9.3 Level III - Bus Mechanic

Course Titles
608 Certification
Fixible HVAC Electrical
Doors - 2A
Doors - 2B
Doors - 2C
Doors - 2D
Allison VR - 731 Trouble-Shooting
ZF Transmissions BP500 & 590
6V92 DDEC 11 Trouble-Shooting
Series 50 DDEC 111
Heating and Ventilation - Part 2
MAN engine operation (Will be updated with NOVA training)

#### 9.4 Level IV - Bus Mechanic

Course Titles
Flxible HVAC – Mechanical
Flxible T - 11 Operation & trouble-shooting
New Flyer HVAC
MAN HVAC (Trane) will be updated to Nova system
6V92 Engine overhaul
Component Failure Analysis
Series 50 Engine overhaul
Inspection procedures
E3A Electronic Power train schematics - Part 1
E3B Reader usage – Part 1
E3C Electronic power train schematics - Part 2
E3d Reader usage – Part 2
E3E Electronic power train schematics - Part 3
E3F Reader usage - Part 3
E3G Programmable logic Controllers - Part 1
E3H Programmable logic Controllers - Part 2
E3I Laptop vehicle communication – Part 2
E3J Programmable logic Controllers - Part 3
E3K Laptop vehicle communication - Part 2
E3L Oscilloscope – Part 1
E3M Oscilloscope – Part 2
E3N Circuit board resistors and rectifiers
E3O Circuit board transistors
E3P Circuit board insulators
E3Q Analog & digital laboratory – Part 1
E3R Analog & digital laboratory – Part 2
E3S Circuit board soldering
E3T Fiber optics

# **CTA-ATU Collective Bargaining Agreement**

## **ATTACHMENT D**

### **AREA 605**

The Authority will revise its current method of operation with regard to the use of Area 605 employees, as follows:

As to picked jobs where there is the availability of extra board or pool personnel for replacement, the Authority agrees that:

- 1) No employee will be brought to the Disability Review Committee for consideration to transfer to Area 605, before 60 days of illness has elapsed, unless the prognosis is clearly for extended disability beyond the 60 day period.
- 2) If an employee is diagnosed as having an illness/injury that would preclude the employee from returning to his/her classification, the employee would be transferred to Area 605, prior to elapsing 26 weeks of disability.
- 3) An employee may be transferred to Area 605 prior to elapsing 26 weeks of disability, even if the medical prognosis/diagnosis allows for return to the employee's current classification, providing there would be no job search for an alternate placement.

Should the employee produce a medical prognosis before a pick that will allow the employee to return to work at the time the pick is implemented, that employee will be permitted to pick. The employee will submit the prognosis to Personnel Administration. The prognosis will be reviewed by CTA physicians and if there is concurrence, the employee will be allowed to pick.

Employees who are found fit to return to work between picks will be returned to active service in accordance with standard procedures.

- 4) Employees involved with Workers Compensation Claims will be transferred to Area 605 based upon reasonable medical prognosis.
- 5) If an employee is diagnosed to have an illness/injury that may disable the employee beyond the 26 week period, that employee may be transferred to Area 605.
- 6) The following letter will be sent to employees transferred to Area 605:

## **ROUTINE 605 LETTER**

### **DISABILTY REVIEW COMMITTEE**

Dear

This is to advise that at a recent meeting of the Disability Review committee, it was confirmed that your present medical condition does not meet the requirement for your current position. For administrative purposes, your records will be transferred to Area 605, Personnel Administration.

Within ten (10) working days from the date of the letter, a Personnel Department representative will contact you to arrange a personal interview to discuss your transfer to Area 605. Any question you may have regarding the transfer will be answered during this interview. If you are in a Local 241 operating or maintenance classification that involves picking you must produce documentation that you will be fit to return to work before the effective date of the pick process in order to be eligible.

Sincerely,

Chairperson,  
Disability Review Committee

cc: Personnel Administration  
Medical  
Department  
Union  
File (2)

7. Effective September 26, 1990, employees in Area 605 may be so classified for a period of up to two years, with the exception stated under 8(a) below. For all employees the first day the employee enters the sick book shall be the date from which the two periods shall be calculated.
8. The employer will notify employees in Area 605 no later than 90 days prior to the expiration of the two-year period and advise them of the following options available to them:
  - a. Return to active, full-time permanent employment status if an approved, budgeted position is available and the Authority's medical department has found the employee fit for duty. If satisfactory medical evidence is submitted prior to the expiration of two years that the employee will be able to return to work within a year, the allowable time to return to active employment status will be extended for one additional year. The employee must respond before the expiration of the two year period if such a one-year extension is to be granted. Failure to respond and submit requisite medical evidence before the end of the two years will result in removal from Area 605 classification. If the employee has not returned to active status by the end of that additional year, his/her Area 605 classification status will cease. The alternative options will then be available to the person whose 605 status has been extended.
  - b. Occupational Injury Disability Pension;
  - c. Non-occupational Disability Pension;
  - d. Normal Retirement;
  - e. Early Retirement; or,
  - f. Administrative separation.
9. The work records of all persons in Area 605 shall be bridged during the time they are in Area 605.

## **ATTACHMENT E**

### **CHICAGO TRANSIT AUTHORITY Transit Operation**

#### **Bus Operator Certification/Recertification Program**

##### **PURPOSE OF PROGRAM**

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

Our present system of certification of Bus Operator trainees during initial assures that each trainee possesses the required knowledge and skills to operate a vehicle safely without the assistance of an instructor or line instructor. Recertification is a process that, by monitoring employees' performance on an ongoing basis, will provide continued assurance that each employee who operates a vehicle maintains an acceptable level of knowledge and skills throughout the employee's career.

##### **CERTIFICATION OF NEWLY-TRAINED EMPLOYEES IN THE POSITION OF BUS OPERATOR, BUS SERVICE SUPERVISOR AND BUS INSTRUCTOR**

All Bus Operators must be certified during initial training. The successful Bus Operator will receive a "certification card" which will expire two years



from the date of certification. Bus Operators will be required to be a recertified every two years prior to the expiration of the certification card.

All Bus Service Supervisors must be certified during training. The successful Bus Service Supervisors will receive a “certification card” which will expire two years from the date of certification. Bus Service Supervisors will be required to be recertified every two years prior to the expiration of the certification card. Bus Service Supervisor’s recertification will include skills certification as a Bus Operator.

All Bus Instructors must be certified during training. The successful Bus Instructors will receive a “certification card” which will expire two years from the date of certification. Bus Instructors will be required to be recertified every two years prior to the expiration of the certification card. Bus Instructor’s recertification will include skills certification as a Bus Operator and Bus Service Supervisor.

### **RECERTIFICATION SCHEDULE FOR CURRENT BUS OPERATORS, BUS SERVICE SUPERVISORS AND BUS INSTRUCTORS**

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

Bus Service Supervisor’s recertification will include skills as a Bus Operator.

Bus Instructor’s recertification will include skills certification as a Bus Operator and Bus Service Supervisor.

## **RECERTIFICATION PROCEDURE**

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

- An employee will be notified a minimum of 60 days prior to the expiration date of his/her certification card of the need for recertification training and testing and of the date of their scheduled training and testing. Upon an employee's written request, training materials will be given to the employee.
- An employee who fails the recertification test will not be permitted to work and will be referred to individual retraining on the employee's next scheduled workday. If the CTA fails to schedule the employee on the employee's next scheduled workday, the employee will receive a minimum of eight (8) hours pay.
- An employee will not be allowed to work past the expiration of his/her card. However, in the event the CTA does not schedule an employee for training and testing prior to the expiration date of his/her certification, and the employee is available for such training and testing, the employee shall be paid lost time (actual scheduled work/run pay) until scheduled for training and testing by the CTA. Once an employee who was not available for Scheduled Training and Testing become available, the CTA will schedule the employee for the next available class with a vacancy.
- Failure to pass the recertification test will not be considered a disciplinary entry on an employee's record.
- 
- The employee will have three opportunities to pass the recertification test. Thirty days following the third failure, the employee will be referred to the General Manager or designed for administrative separation. Prior to administrative separation, the General Manager shall explore with the employee and his/her Union representative available employment alternatives such as non-posted transfers.

## **WRITTEN AND PERFORMANCE TEST**

The written test will cover Authority rules, standard operating procedures, defensive driving principals, fares/fare collection procedures, customer service review, knowledge of equipment, troubleshooting and other general information. The test will also include questions based on the State of Illinois "Rules of the Road." Passing score on the written test will be 80%. All test questions will be referred to published materials that have been issued are currently available.

The performance test will consist of defensive driving practice operation and operational skills as outlined in the standard operating procedures. The employee's skills in all areas tested must be satisfactory.

### **COMPENSATION FOR TESTING**

Employees will be paid for their first day spent in certification/recertification testing and training at their regularly scheduled rate of pay for their scheduled work/run. Employees who fail the certification/recertification test will be paid at their classified rate for all the required by the CTA for individual retraining and retesting with a minimum of eight (8) hours pay. However, notwithstanding the foregoing pay provision for employees who fail the certification /recertification test, such employees will receive credit only for overtime purposes, as if they had performed their regularly scheduled work/run. Overtime will be paid if applicable, per the collective bargaining agreement in all of the foregoing circumstances.

## **ATTACHMENT “G”**

**Drug and Policy and Testing Program for**

**“Safety Sensitive**

**&**

**“Non-Safety Sensitive”  
Employees**

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

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of the  
Chicago Transit Authority

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## **I. OVERVIEW**

Under the Drug-Free Workplace Act of 1998, the U.S. Congress required recipients of federal funds to take certain steps to provide for a drug-free workplaces for their employees. Additionally, under the Omnibus Transportation Employee Testing Act of 1991, the U.S. Congress directed the Federal Transit Administration (“FTA”) to issue regulations on drug and alcohol testing for mass transit workers in safety-sensitive positions.

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

On December 18, 2000, the DOT significantly revised the Part 40 regulations to update the rule and to address changes in technology, the testing industry, and the DOT’S programs. Similarly, FTA updated, revised and combined its drug and alcohol testing rules (Part 653 and 654) into a new regulation, 49 CFR Part 655. The new Part 40 and Part 655 went into effect on August 1, 2001.

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

In adopting this policy, the CTA does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are not inconsistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law or regulation presently in effect or



which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

## **II. INTRODUCTION**

### **A. Policy and Program Purposes**

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

The purpose of this 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 performances 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 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. Employees and Management Responsibilities**

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

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

### C. Confidentiality

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

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

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

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

### A. Deterrence

#### 1. **Fitness for Duty**

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

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

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

## **2. Reporting the Use of Prescription Drugs or “Over-the-Counter” Medication**

Separate from any FTA requirements, safety-sensitive employees are required to report to the Authority the use of prescription drugs and “over-the-counter” medication if the physical, mental, or emotional health of the employee is impaired or becomes impaired or changes significantly through the use of such a prescription drug or “over-the-counter” medication. A physician designated by the Authority will make the determination as to whether there is a possibility that the employee’s performance of essential functions of the job may be affected or compromised by the

employee's use of any such drug or medication or that the safety of the employee, his/her co-workers, or the public is, or could be, in jeopardy. If it is concluded that there is such a possibility and a reasonable accommodation pursuant to the Americans with Disabilities Act cannot be made, the employee will be considered unfit for duty and will be removed from service. The employee will remain out of service but only for such a reasonable period of time as is necessary for the employee to be cleared to return to work by the Authority-designated physician.

Safety-sensitive employees, who fail to reports their use of prescription drugs or "over-the-counter" medication in accordance with this section, and subsequently have 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 sign and symptoms that may indicate prohibited drug use.
- Supervisors and/or other company officers authorized by the Authority to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, speech and performance indicators of probable drug use and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol use.

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

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

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

Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Any questions regarding the

Authority's EAP should be referred to the Authority's Vice President, Employee Relations (or a designated representative).

#### **IV. PROVISIONS FOR DRUG AND ALCOHOL TESTING**

##### **A. General Conditions**

##### **1. Persons Subject to Testing**

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy:

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

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

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

Included in the foregoing are supervisors who in fact perform safety-sensitive functions. Supervisors of covered employees

who themselves do not perform safety-sensitive functions are excluded.

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

## **2. Prohibited Behavior/Drugs**

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

Additionally, separate from any DOT and FTA requirements:

- All persons covered by this policy are prohibited from using any of the following five (5) additional substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene.
- The use of a controlled substance by Authority employees at any time is prohibited.
- The use or possession of a controlled substance from the time an employee reports for work until the conclusion of the employee's workday or reporting for work in an impaired condition due to the use of the same is prohibited.



- An employee may not have a controlled substance in his/her system from the time of reporting for work until the conclusion of the workday.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance.
- The unlawful manufacture, dispensing, possession, or use of a controlled substance on Authority property by any person at any time also is prohibited.

### **3. Prohibited Behavior/Alcohol**

#### **a. Alcohol Concentration**

All persons covered by this policy are prohibited from reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Under FTA requirements, each person covered by this policy is subject to alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive; and immediately after performing any safety-sensitive function. No Authority supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater shall permit the employee to perform or continue to perform safety-sensitive functions.

#### **b. On Duty Use**

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

#### **c. Pre-Duty Use**

##### **(1) General**

All persons covered by this policy are prohibited from using alcohol within four (4) hours prior to performing safety-

sensitive functions. No Authority supervisory person having actual knowledge that a covered employee has used alcohol within four (4) hours of performing a safety-sensitive function shall permit the employees to perform or continue to perform safety-sensitive functions.

## **(2) Employees Required to Report for Call**

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

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

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

### **d. Use Following an Accident**

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

### **e. Other Alcohol Related Conduct**

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

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

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

## **A. Detection**

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

### **1. Circumstances for Testing**

#### **a. Pre-Employment**

All applicants for employment in safety-sensitive positions or employees being transferred into safety-sensitive positions will be informed in writing of the need to pass a required drug test as a condition of employment. No applicant or employee will be hired or transferred into a position involving the performance of safety-sensitive functions unless he/she passes the test. Additionally, any employee who has not performed a safety-sensitive function for ninety (90) consecutive calendar days regardless of the reason, and the employee has not been in the Authority's random selection pool during that time, shall be required to take a pre-employment drug test with a verified negative result. If a pre-employment drug test is cancelled, the Authority shall require the applicant or employee to submit and pass another test. All costs associated with the testing of a split sample shall be borne by the applicant.

#### **b. Reasonable Suspicion Testing**

All employees covered by this policy shall submit to drug and/or alcohol tests when the Authority has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor(s) or other company official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report, a sample of which is attached as Appendix C.

#### **c. Post-Accident**

All employees covered by this policy who are involved in an accident will be required to submit to a drug and alcohol test. An "accident" is defined under 49 CFR Part 655.4 as an

occurrence associated with the operation of an Authority vehicle in which:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;
- The mass transit vehicle involved in a bus, van, or automobile in which one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and is transported away from the scene by a tow truck or other vehicle; or
- The mass transit vehicle involved is 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's vehicle at the time of the accident will be tested unless the Authority determines, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, for all nonfatal accidents, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Authority using the best information available at the time of the accident, will be tested.

The FTA regulations do not provide authority for testing unless the employee is able to give consent. Consistent with that, the Authority will not proceed with any

FTA testing of any employee operating the Authority vehicle at the time of the accident who is injured and unconscious, or dead.

Post-accident drug test 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 within eight (8) hours following the accident, all attempts to administer the test will cease.

If the Authority is not able to complete testing during this time frame, the Authority may utilize testing performed by local law enforcement officials to effectuate the purposes of this policy. The Authority will only utilize such testing when the testing is performed to the standards to which the Authority would adhere if it performed the testing.

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

d. Random

All employees covered by this policy will be subject to random drug and alcohol testing. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. Subject to adjustment by the FTA, at least fifty (50) percent of the pool comprised of all covered safety-sensitive employees will be subject to drug testing and ten (10) percent of said pool will be subject to alcohol testing each year. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year

including all days and hours during which safety-sensitive functions are performed, so as to ensure that all employees have a reasonable expectation that they might be called for a test on any day they are at work. Once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site.

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

e. Return to Duty

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

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

f. Follow-Up

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

The foregoing is separate from and in addition to the Authority's random testing program. Employees subject to

follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

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

g. Non-FTA Testing

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

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

- (i) In the event of an accident or any other incident involving a possible claim of injury or property damage not otherwise covered by the FTA regulations. At least one (1) non-bargaining unit employee shall complete a Condition of Employee Report.
- (ii) Based upon a physician's objective medical 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.
- 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 case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.



- Failure to cooperate with any part of the testing process.

## **V. METHODOLOGY**

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

Separate from any FTA and DOT requirements, all Authority mandated pre-employment testing and testing attendant to EAP service care (i.e. to satisfy EAP requisites) will be performed to detect for the presence of the following five (5) substances: barbiturates; benzodiazepine metabolites; methadone; methaqualone; and propoxyphene.

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

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

The following confirmatory cutoff levels will be used:

<b>Drug</b>	<b>Cutoff Level (ng/ml)</b>
Barbiturates	150
Benzodiazepine metabolites	150
Methadone	150
Methaqualone	150
Propoxyphene	150

## **VI. ENFORCEMENT OF POLICY**

### **A. Consequences of Verified Positive Drug Test or Refusal to Submit to a Drug Test**

#### **1. Applicants for Employment**

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

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

## **2. Employees**

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

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

## **B. Consequences of Misuse of Alcohol**

### **1. Applicants for Employment**

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

Additionally, separate from any FTA mandated requirements, any applicant for employment covered under this policy who tests positive for alcohol at any concentration level or who refuses to submit to an alcohol test will be disqualified from consideration for employment with the Authority for a period of at least one (1) year from the date of testing.

### **2. Employees**

Any covered employee who has an alcohol concentration of 0.04 or greater or refuses to submit to an alcohol test, will be

removed immediately from performing any safety-sensitive function, until or unless the employee successfully completes the return to duty process set forth in the 49 CFR 40 Subpart O.

Additionally, separate from any FTA mandated requirements, any employee covered under this policy who has an alcohol concentration of 0.04 greater or refuses to submit to a test will be subject to the provisions contained in Attachment H of the parties' collective bargaining agreement.

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

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

### **C. Union Involvement**

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

- With respect to Section IV.B.1b, IV.B.1.c, IV.B.1.g.i, and IV.B.1.g.iv, the Authority shall make a good faith effort to allow the employee being ordered to submit to the test to have the opportunity to consult with a Union representative before submitted to 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 condition 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 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 following telephone numbers, Local 241 at (312) 341-1733.
- At all other times, the Authority shall call the Union at the telephone number of the Board member at the specific location.

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

Notification to the Union is not necessary if a Union representative is present at the time the request is made, or if a situation exists which reasonably presents 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 (60) hours after the MRO has verified a positive drug test results 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.iv shall be reported only where the employee has been found fit to work and test results are positive. The Authority shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by the Authority upon written permission of the employee.

Employees shall be reinstated to active status pending the results of any drug and alcohol test conducted pursuant to Section IV.B.1.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 request the preserved urine sample or an aliquot portion of the sample to be sent for testing to another DHHS-certified laboratory for analysis with seventy-two (72) hours of notification by the MRO to the employee of the positive test. All the costs associated with the storage of the second sample and with the separation of the aliquot portion shall be borne by the Union.

**D. Consequences of Negative Test for Employees**

Separate from any FTA or DOT requirements, if the analysis of the employee's urine and/ or breath specimen procured in connection with a drug or alcohol test conducted pursuant to Section 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 (1½) times the employee's straight time hourly rate for all hours or portions thereof in excess of his/her scheduled work day that the employee is involved in activities directly attributable to the order to take the test. Further, if the order by the Authority to submit to the test has been made pursuant to section IV.B.1.b above and the analysis shows the employee is to be considered to have been unimpaired the employee shall have the right to request a meeting to include the employee, a Union Representative, a member of the Employee Relations Department, and the person who requested the employee to take the test. The Union shall notify the Authority in writing within fourteen (14) days after the results of the tests are available of the employee's request for a meeting, and the meeting shall be scheduled at the convenience of the parties, but no later than fourteen (14) days after receipt by the Authority of the request, circumstances permitting. Whenever possible, the meeting will be schedule 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 he meeting cannot be scheduled during the employee's regular working hours, the employee shall be paid an amount equal to four (4) pay as compensation for time spent at the meeting.

**VII. GRIEVANCE-ARBITRATION PROCEDURE**

Separate from any FTA or DOT requirements, 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 the 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 adopting of a drug and alcohol policy which complies with these regulations. Any contractor employee who violates these provisions will not be allowed to perform safety-sensitive functions in the Authority-funded service.

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

**IX. ATTACHMENT G – COLLECTIVE BARGAINING AGREEMENT**

This policy supercedes Attachment F to the parties collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING**

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

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

**APPENDIX A: POLICY AND PROGRAM PERSONNEL**

Vice-President, Employee Relation  
(312) 681-4100

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

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

Medical Review Officer (MRO)  
(312) 681-2226

Substance Abuse Professional (SAP)  
(312) 681-4116

**APPENDIX B: SAFETY SENSITIVE POSITION TITLES**  
**Safety-Sensitive Position List Titles**

<b>Job Schedule Number</b>	<b>Union Affiliation</b>	<b>Position Title</b>
2624	Local 241	Bus Dispatcher
1039	Local 241	Bus Handler
0133	Local 241	Bus Instructor I
3433	Local 241	Bus Instructor II
0110	Local 241	Bus Operator
2433	Local 241	Bus Repairer
6092	Local 241	Bus Repairer II
3432	Local 241	Bus Service Supervisor II
1441	Local 241	Bus Servicer
6091	Local 241	Bus Servicer
0173	Local 241	Bus Servicer Supervisor I
4636	Local 241	Bus Wheelchair Lift Specialist
2683	Local 241	Cash Box Puller
1616	Local 241	Engine Washer
2424	Local 241	Equipment Technician II
2592	Local 241	Equipment Technician II
2203	Local 241	Garage Instructor I
3502	Local 241	Garage Instructor II
2211	Local 241	Mobile Bus Repairer
2287	Local 241	Shop Inspector
5800	Local 241	Special Part Time Bus Operator
2537	Local 241	Senior Garage Instructor
2655	Local 241	Tire Repairer



# APPENDIX C:      CONDITION OF EMPLOYEE REPORT

## CONDITION OF EMPLOYEE

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

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

# APPENDIX D: DRUG AND ALCOHOL TEST NOTIFICATION

## FTA/CTA DRUG AND ALCOHOL TEST NOTIFICATION

Employee Name _____		Badge No. _____	
Classification _____		Work Location _____	
Date and Time of Accident/Incident _____		Date and Time Ordered to Submit _____	

Type of Test:	
<b>FTA</b> <input type="checkbox"/> Random <input type="checkbox"/> Follow-up (In accordance with 49 CFR Part 655.47 and 49 CFR Part 40 Subpart O) <input type="checkbox"/> Reasonable Suspicion (Must attach Condition of Employee form) <input type="checkbox"/> Post Accident (Must attach Special Occurrence Report) <ul style="list-style-type: none"> <li><input type="checkbox"/> Fatality</li> <li><input type="checkbox"/> Injury (Immediately Receives Medical Treatment away from the scene. <b>NOTE:</b> Employees who are dead may not be tested. Employees who are injured and unconscious may not be tested until such time as they are able to consent to test.)</li> <li><input type="checkbox"/> Disabling Damage (Vehicle towed)</li> <li><input type="checkbox"/> Rail Vehicle Involved that is removed from operation.</li> </ul>	<b>CTA</b> <input type="checkbox"/> I.O.D. (Must attach Special Occurrence Report) <input type="checkbox"/> Reasonable Suspicion (Must attach Condition of Employee form) <input type="checkbox"/> Post Accident (Must attach Condition of Employee form) <ul style="list-style-type: none"> <li><input type="checkbox"/> Possible Claim of Injury</li> <li><input type="checkbox"/> Property Damage</li> <li><input type="checkbox"/> Follow-up</li> </ul>

(NOTE: Tests conducted under any of the above listed circumstances for Safety Sensitive Employees conducted pursuant to 49 CFR Parts 655.17 & 655 subpart E.

**Supervisor Reasons for Not Testing (49 CFR Part 655.44(d))**  
 If you determine using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. **Applies only to non-fatal accidents.**

Please note the reason below for not testing:  
 \_\_\_\_\_  
 \_\_\_\_\_

**YOU ARE NOTIFIED THAT YOU ARE TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST IN ACCORDANCE WITH FTA/CTA REGULATIONS. YOU ARE TO REPORT IMMEDIATELY TO THE DESIGNATED TESTING LOCATION AS DIRECTED BY THE BELOW NOTED CTA OFFICIAL.**

**YOUR FAILURE TO IMMEDIATELY REPORT AS DIRECTED, OR YOUR REFUSAL TO FULLY PARTICIPATE IN OR ATTEMPT TO COMPROMISE THE TESTING PROCESS IS CONSIDERED A VIOLATION OF FEDERAL REGULATIONS AND/OR CTA RULES THAT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.**

Issued By: _____ <div style="text-align: center;">CTA Notifying Agent</div>	Received: _____ <div style="text-align: center;">Employee's Signature</div>
--	--

Time Testing Began* _____  Time Testing Completed _____	*First unsuccessful attempt (If applicable) when directed to do so you must make an attempt to provide a suitable specimen. Failure to do so may result in a refusal to test which can result in disciplinary action up to and including discharge.
---	---

Elapsed time from accident/incident to test administration \_\_\_\_\_

In the event an alcohol test is not administered within two (2) hours following an accident, prepare and record in the space below the reasons why testing was not promptly administered. If an alcohol test is not administered within eight (8) hours following an accident, make no further effort to administer an alcohol test and document the reasons why the test was not administered within eight (8) hours. In the event a drug test is not administered within 32 hours following an accident, do not continue to administer the drug test. (49 CFR Parts 655.44 (a) & (b))

Collector's Signature: _____	Reason for Delay or test termination: _____ _____
------------------------------	--

NOTE: A copy of the Testing Protocol is available upon request.

**EMPLOYEE MUST RETURN THIS FORM TO MANAGER IMMEDIATELY UPON COMPLETION OF TESTING PROCESS.**

**DISTRIBUTION:**  
 White - Work Location Copy  
 Canary - Medical Review Officer  
 Pink - Employee Copy  
 Goldcard - Collector Copy

# **APPENDIX E: DRUG AND ALCOHOL TEST PROTOCOL**



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

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





- Additionally:

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

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

Effective January 1, 1995

Amended January 1, 2002

## **I. Overview**

In a document styled “Chicago Transit Authority Drug and Alcohol and Testing Program for Safety Sensitive Employees” (“the FTA Policy”), the Chicago Transit (“the Authority”) set forth a drug and alcohol policy and testing program developed to comply with the requirements of recently enacted federal laws and regulations promulgated by the Federal Transit Administration (“FTA”) and the Department of Transportation (“DOT”). As required by the FTA and 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 documents sets forth drug and alcohol polices 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.

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

## **II. INTRODUCTION**

### **A. Policy and Program Purposes**

The Authority performs a vital service for the public. To ensure that this service is delivered safely, efficiently, and effectively, each

from employee of the Authority has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner.

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

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

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

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

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

## **B. Employee and Management Responsibilities**

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

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

## **C. Confidentiality**

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

- The testing laboratory will report the initial individual drug test results only to the designated MRO. Notwithstanding that, the Authority shall continue to reserve the right to require the testing laboratory to make known such results in a lawsuit, grievance, or other proceeding

initiated by or on behalf of the employee and arising from a certified positive drug test.

- The MRO, BAT, and SAP will report individual test results only to: the employee tested; the Authority's EAP, if applicable; and the management official of the Authority (or the official's designated agent) empowered to recommend or take administrative action.

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

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

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

### **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 on his/her day off or vacation.
- Prior to the start of duty, when told in advance that he/she is expected to be on duty within the next eight (8) hours.

### **2. Reporting the Use of Prescription or “Over-the-Counter” Medication**

All employees are required to report to the Authority the use of prescription drugs and “over-the-counter” medication if the physical, mental, or emotional health of the employee is impaired through the use of such prescription drugs or “over-the-counter” medication. A physician designated to the Authority will make the determination as to whether there is a possibility that the employee’s performance may be affected or compromised by the employee’s use of any such drug or medication or that the safety of the employee, his/her co-workers, or the public is, or could be, in jeopardy. If it is concluded that there is such a possibility and a reasonable accommodation pursuant to the Americans with Disabilities Act cannot be made, the employee will be considered unfit for duty and will be removed from duty. The employee

will remain off duty but only for such a reasonable period of time as is necessary for the employee to be cleared to return to work by an Authority-designated physician. Employees, who fail to report their use of prescription drugs or “over-the-counter” medication in accordance with this section, and subsequently have a confirmed positive drug or alcohol test, are subject to progressive discipline up to and including discharge.

### **3. Education and Training**

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

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

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

### **B. Treatment and Rehabilitation – Employee Assistance Program (“EAP”)**

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

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

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

Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Any questions regarding the Authority's should be referred to the Authority's Vice President, Human Resources (or a designated representative).

### **C. Effects of Alcohol**

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

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

## **IV. PROVISION FOR DRUG AND ALCOHOL TESTING**

### **A. General Conditions**

#### **1. Person Subject to Testing**

The following persons will be subject to drug and alcohol testing pursuant to 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” 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 commercial driver’s license.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining a revenue service vehicle or equipment used in revenue service.
- Carrying a fireman for security purposes.

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

#### **2. Drug Rule**

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

- The use of controlled substance by Authority employees at any time is prohibited.

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

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

### **3. Alcohol Rule – Required Hours of Compliance**

#### **a. Alcohol Concentration**

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.05 or greater. No Authority supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.05 or greater shall permit the employee to work.

#### **b. On Duty Use/Possession**

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

#### **c. Pre-Duty Use**

##### **(1) General**

All person 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 workbook and required to report for call are subject to restriction identified in the sub paragraphs IV .A.3.a, b, and (1).

Upon receiving a call to report to duty, the following shall apply:

- (a) The employee will be allowed to acknowledged the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her assigned work.
- (b) The employee must take an alcohol test if the covered employee has acknowledged the use of alcohol but claims ability to perform his/her assigned work.

d. Use Following an Accident

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

**B. Detection**

**1. Circumstances for Testing**

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

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

The Authority shall notify Local Unions 241 that one of its bargaining unit employees is being ordered to submit to testing under this policy as follows:

- Between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, the Authority shall call the Union at the Union office at the following telephone, Local at (312) 341-1733.
- 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 number upon fourteen (14) days advance written notice to the Authority's Manager of Labor Relations.

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

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

### **a. Applicants**

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

### **b. Employees**

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

- i. In the event of an accident or any other incident involving a possible claim of injury or property damage.
- ii. In the event of an objective observation confirmed by at least two (2) non-bargaining unit supervisory employees that an employee:
  - Is or may be impaired in the performance of his/her duties due to the use of alcohol or is displaying

behavior that may be associated with controlled substance use; or

- Is in possession of alcohol, a controlled substance, narcotics of any kind or associated paraphernalia on Authority property.
- iii. Based upon a physician's objective medical judgement.
- iv. During a return to duty physical examination.
- v. To satisfy EAP requisites.

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

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

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

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



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

# CTA-ATU COLLECTIVE BARGAINING AGREEMENT

## ATTACHMENT H

### **EMPLOYEE ASSISTANCE PROGRAM**

#### A. Services

The services of the Employee Assistance Program (EAP) will be available to full-time permanent employees who have completed one year of continuous service who voluntarily request assistance from the EAP, to first time rule violators under the circumstances described in Section B below, and to their family members or significant others who seek advice or assistance in the areas listed below. In addition, the services of the EAP will be available to individual part-time employees who have completed one year of continuous service and who voluntarily request assistance from the program or who are first-time rule violators under the circumstance 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 are available to eligible employees upon formal enrollment into the EAP and subject to the terms and conditions here in the employee's chosen health care plan.

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

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

##### 3. Other

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

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

## 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 Nonsafety-Sensitive Employees, nor can an employee become a volunteer when subject to disciplinary action in order to avoid the discipline.
- 2.a. First Time Rule Violators. 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 periods 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 plan not associated with the CTA, must notify the Employee Assistance Program in writing within ten (10) days from the beginning of treatment. Such employees shall be treated as volunteers in accordance with Section B.1 as of the date they notify the Employee Assistance Program. If an employee fails to provide notice as required under this paragraph, such employee shall be treated as a rule violator in accordance with Section B.2. In addition, they will be held personally liable for all costs associated with said treatment.

Employees who choose to participate in HMOs will waive any claim to confidentiality between themselves and the HMO and/or HMO-affiliated treatment physicians concerning alcohol and/or substance abuse treatment and will permit said HMO and/or physicians to notify the Authority if they seek such treatment from said HMO and/or treating physician. They also agree to fully participate in any initial and/or follow-up monitoring program as determined by the Administrator/Coordinator of the EAP.

C. Treatment Programs

- 1. The substance Abuse Professional to whom the participant's case has been referred will determine what professional assistance, if any, is necessary to resolve the individual's problems.

2. If a treatment program is necessary, the employee will not be allowed to continue in active service in his or her present occupation unless the Authority determines that the employee's occupation and the nature and severity of his/her problem does not require removal from service or job duties.
3. Notwithstanding paragraph 2 above, employees who perform safety-sensitive functions and have entered the EAP due to an alcohol, narcotics or controlled substance use/abuse problem shall be removed from service. Employees will be returned to service only after receiving certification from the CTA Medical Review Officer.
4. A full-time permanent employee who has completed one year continuous service and volunteers into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem is eligible to sign into the sick book and additionally is eligible for the following.
  - a. The employee is eligible to avail himself or herself of the weekly indemnity insurance benefit of \$200 per week while the employee is participating in an authorized and approved detoxification and rehabilitation program for a total of sixteen (16) weeks. The indemnity insurance benefit will be available for a second time during the course of employment for a total of 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 nonsafety-sensitive will be returned to active status in his/her former nonsafety-sensitive classification, subject to the applicable procedures and restrictions, and provided the volunteer has been approved to return by the CTA Medical Review Officer, subject to the voluntary announced relapse provision in Section G.4.

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

7. Any volunteer who participates in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation as determined by the Substance Abuse Professional, or who the CTA Medical Review Officer finds unfit to return to duty, shall be made a rule violator provided the employee has no prior rules violations subject to the terms and conditions of Section B.2.

8. An employee may volunteer into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem three (3) times during the course of his employment.

An employee who, prior to September 26, 1990 has participated more than once in the EAP program as a rule violator and/or a volunteer, because of drug and/or alcohol abuse, may be allowed to participate in the program one additional time during the course of his or her employment. Such an employee will not be given access to the EAP as a rule violator if said previous participation was as a rule violator.

9. Any first time rule violator who is eligible and is permitted by the CTA or by arbitral remedy in a discharge case to participate in the EAP shall not be eligible for any weekly indemnity insurance benefits. A first time rule violator shall be entitled to the following other benefit:

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

10. Upon successful completion of the initial phase of a prescribed treatment program, but in no event sooner than sixteen (16) weeks after entering the Employee Assistance Program, a rule violator will be returned to active status in his or her former classification, subject to applicable procedures and restrictions.
11. Any rule violator who participates in a treatment plan prescribed by the Substance Abuse Professional and who fails to satisfactorily participate in said treatment program, or who otherwise fails to satisfy all terms and conditions of his/her EAP participation, as determined by the Substance Abuse Professional, or who the CTA Medical Review Officer finds unfit to return to duty, shall be terminated.

12. Although an employee may be accepted into the EAP because of an alcohol, narcotics or controlled substance use/abuse problem as a rule violator only once during the course of his/her employment, such an employee will have the right to volunteer three (3) times into the Program for this problem during the course of employment. However, no employee shall have access to the EAP as either a volunteer or a rule violator, or a combination of the two, more than three times during his/her employment. (Therefore, an employee may either volunteer three (3) times, or be a volunteer twice (2) and a rule violator once (1) during his/her employment.)
13. Any employee who is not actively working in his/her regular classification as a result of participating in the EAP is entitled to receive upon request and on the same basis as all other employees, payment for any unused vacation. Such vacation payment will not be given during the same period as an indemnity payment.
14. It is understood, however, that nothing herein shall serve to provide benefits to employees who would not otherwise be entitled to same under Article 15 (Insurance and Sickness Benefits) of the collective bargaining agreement.

#### D. Restrictions

An employee suffering from an alcohol/narcotics/substance use/abuse or psychiatric impairment will be removed from a safety-sensitive classification. An employee in a safety-sensitive classification shall be deemed suffering from psychiatric impairment when the employee's condition in a safety-sensitive classification pose 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 an 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 had successfully participated in the prescribed program of treatment;
- b. The employee passes a physical examination certified by the Medical Review Officer and requalifies for his or her position through normal procedures; and
- c. The employee agrees to continue participation in the Employee Assistance Program and to comply with monitoring programs directed by the Authority.

## Psychiatric Impairment:

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

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

An employee-participant, formally 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 Administration/Coordinator will notify the Union and the Personnel Administration Department and the employee-participant's department of the employee-participant's request.
- c. If an alternate bargaining unit position is available, an employee-participant, for purposes of initial placement only, will

be placed in that position on the basis of company seniority. It is understood and agreed that the determination of whether or not an alternate bargaining unit position is available is within the sole discretion of the CTA and is not a grievable issue under the CTA-ATU Wage and Working Conditions Agreement. Nothing contained herein precludes an employee from bidding on a posted position in accordance with the procedures contained in the Wage and Working Conditions Agreement.

- d. If no alternate position is immediately available, the employee participant will be placed in Area 605 and will be subject to Attachment D of the CTA Wage and Working Conditions Agreement. However, such employee participant, no earlier than nine months after being placed in Area 605 and no later than ninety days prior to the expiration of the two-year period referred to in the Attachment D may request a return to his or her former operating position and will be placed in such a budgeted position if it is available and if the Authority's medical department has found the employee fit for duty.
- e. If an employee-participant makes a request to be placed in a position other than his or her former position, weekly indemnity insurance benefits will be terminated on the date of the request.

#### F. Bridging of the Work Record

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

#### G. Program Adherence

- 1.a. Employees who have entered the EAP must continue to meet all conditions prescribed at the beginning of the treatment program.
- b. Each participant who returns to duty after successfully completing the initial phase of the EAP is subject to unannounced follow-up drug and/or alcohol testing. The Substance Abuse Professional shall determine the frequency

and duration of such follow-up testing. The participant shall be required to take a minimum of six (6) follow-up tests with verified negative results during the first twelve (12) months after returning to duty. After that period of time, the Substance Abuse Professional shall determine the frequency and duration of follow-up testing, provided that the follow-up testing period ends sixty (60) months after the employee returns to duty.

- c. Upon notification of a follow-up test, the employee must report to the designated testing location as required. Violation of such conditions will warrant a Memorandum or 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 or Non-Participation which may constitute rule violator status in accordance with Section B.2.
- 2.a. An employee required by the EAP to submit to a follow-up test, in accordance with this section, during his/her scheduled work hours shall be compensated by the CTA for the time he or she spends with no loss of daily pay. However, it is understood that if an employee is directed to return to work after completion of a follow-up test, the employee may be required to perform any work to be done in his/her classification, including unscheduled work. Time spent in meeting the follow-up test requirement will be considered as time worked for overtime computation purposes.
  - b. An employee requested by the Authority will submit to a drug and/or alcohol test due to the employee's failure to satisfactorily comply with his/her follow-up testing plan requirements shall not be compensated.
- 3.a. If an employee is on active status after the initial EAP treatment anytime during the course of the follow-up phase and is found to be positive for alcohol (above the specified limits), drugs or controlled substances, he or she will be considered as a rule violator as defined by Section B.2 except provided in Section G.4 below. An employee is deemed to be on active status and subject to this provision as of the time the employee reports for

the return to work physical. The Substance Abuse Professional will notify the employee in writing, at the time he or she successfully completes their initial phase of EAP treatment and is released to return to his or her former classification, that the follow-up phase commences when the employee reports to the Medical Department for the return to work physical.

- b. However, an employee on active status as referenced in subsection 3.a above shall be discharged and not be made a rule violator if (1) the employee has any prior rule violations during his/her history of employment with CTA, or (2) the positive result was for a drug/alcohol test conducted pursuant to a vehicular post-accident situation involving any personal injury or property damage as defined by Section B.2 and the "Attachment H Appendix."
4. If an employee, anytime during the course of the follow-up testing period referred to in Section G.3, and prior to notification of a drug and/or alcohol test in accordance with the Attachment G, Section II.A, informs the EAP counselor that he or she has relapsed, the employee shall be permitted to continue in the Program. An employee will be permitted to relapse only once during the follow-up testing period. The employee will continue in the Program as either a rule violator or a volunteer depending on how he or she was admitted to the Program prior to the relapse. However, continuing in the Program shall not constitute volunteering into the Program for the purposes of Section C.8. The Substance Abuse Professional shall determine the length of the prescribed treatment program, but in no event shall an employee be removed from service for more than sixteen (16) weeks after announcing his or her relapse. Upon the Medical Review Officer finding the employee fit for duty, the employee shall again be subject to unannounced follow-up testing pursuant to Section G.3 above.
5. The EAP will notify the Union and conduct an intervention meeting in the event of non-participation on the part of a participant. However, continued non-participation after said intervention will result in a Memorandum of Non-participation

which may constitute rule violator status as defined by Section B.2. Inadvertent failure to notify the Union, or failure to conduct.

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

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

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

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

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

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

J. Grievance/Arbitration Procedure

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

## ATTACHMENT H APPENDIX

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

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

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

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

**Non-fatal accidents.** In non-fatal accidents, the CTA official will determine whether to order a post-accident test using the best information available at the time of the decision. If the CTA official determines, using

the best information available at the time the decision is made, that the employee(s) could have contributed to the accident, the CTA official shall order a CTA or FTA post-accident test. Said intervention meeting, will not serve to excuse an employee for non-compliance with the prescribed EAP conditions.

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



# **VEHICLE ACCIDENT GUIDELINES**

*September 23, 2004*

***This booklet is the property of the CTA. It was prepared to give employees  
a better understanding of CTA's Vehicle Accident Guidelines.***

Issued to: \_\_\_\_\_

Employee ID #: \_\_\_\_\_

## VEHICLE ACCIDENTS

The CTA is entrusted with the safety of its employees, passengers and the general public. Thus, safety is our primary concern in the delivery of transit services. As a result, the below listed guidelines will apply to any employee of the Authority who, during the course of performing his or her duties, operates a vehicle owned; operated, leased, or otherwise used by the Authority or a vehicle authorized for use on CTA business, including all revenue and non-revenue operations and privately owned vehicles authorized for said operation.

These guidelines supersede and replace all previous directives, bulletins and guidelines regarding vehicle accidents.

### DEFINITION OF TERMS

#### 1) Incident

Any unexpected or unusual event that results in an injury to a person, or damage to property, as a result of the operation of a vehicle owned, operated, leased, or otherwise used by the Authority or a vehicle authorized for use on CTA business. This includes, but is not limited to when:

- a. Contact is made with a pedestrian, another vehicle, and/or a fixed object; or
- b. A passenger is injured or claims to have been injured while on board or while boarding or alighting.
- c. This vehicle's operator and/or passenger(s) is injured or claims to have been injured while on board or while boarding or alighting in revenue or non-revenue service. Note: If an accident does not meet the definition of an accident, it shall be defined as an occurrence and if warranted, it may be treated as a Procedural / Performance or Safety Violation. Once the incident rises to the level of an accident, the final determination is whether or not it is a Class I or Class II Accident.

#### 2) Occurrence

An incident that is not a result of a violation of Authority rules, procedures, and policies.

#### 3) Accident

An incident that is a result of a violation of Authority rules, procedures, and policies.

#### 4) Serious Injury

An injury or condition resulting from the accident that requires the person to be admitted to a hospital for the injury or condition resulting from the accident, at the time of the accident, or within 30 days after the date of the accident.

#### 5) Serious Damage

Damage to property or vehicles in which one of the vehicles suffered disabling damage (towed away from the scene). For railcars, the threshold for property damage shall be that the railcar is removed or withheld from revenue service, due to the damage it received in the accident.

#### 6) Class I Accident:

A Class I Accident shall be defined as one involving serious damage and/or serious injury.

#### 7) Class II Accident:

A Class II Accident shall be defined as one not involving serious damage and/or serious injury.

### **Class I Accident**

1st Accident: Referred to the appropriate supervisor for consideration of progressive action up to and including administrative separation.

2nd Accident: Referred to the appropriate supervisor for administrative separation.

### **Class II Accident**

1st Accident: Noted and Instructed

2nd Accident:: Noted and instructed

3rd Accident:: Noted and Instructed

4th Accident: Corrective Case Interview

5th Accident: Referred to the appropriate supervisor for administrative separation.

The foregoing guidelines are based on a twenty-four (24) month period prior to the date of the most recent accident. An employee who during a twenty four (24) month period is involved in any combination of a Class I and Class II Accident is subject to Administrative Separation for any subsequent accident.



*take it everywhere*

Re: Parking Permits

Sirs:

The Authority will provide parking permits for elected Union officials who work full-time for the Union. Said parking permits will allow access to Authority property for the purpose of parking in non-designated, legal parking spaces.

Very Truly Yours  
Grant Ward, Jr.  
General Manager  
Industrial Relations

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Re: Returned Payroll Checks

Sirs:

In the event a payroll check is returned to the Treasury Department, the Authority will make arrangements for that to be sent to the original check destination, if so requested by the affected employee.

Very Truly Yours  
Grant Ward, Jr.  
General Manager  
Industrial Relations

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Sirs:

The Authority will continue its present practice of processing mortgage application requests within three working days and verification of employment letters within two working days.

Very Truly Yours  
Thomas W. Czech  
Vice President  
Human Resources

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Re: Job Opportunity Bulletins

Sirs:

The Authority will make all reasonable efforts to post job opportunities which are normally posted in work trailers and in Track and Craft Maintenance Department locations

Very Truly Yours  
Thomas W. Czech  
Vice President  
Human Resources

Darrell Jefferson  
President and Business Agent  
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Robert Kelly  
President and Business Agent  
Amalgamated Transit Union  
Local Union 308  
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Blacksmiths, Forgers and Helper  
Local Union 1247  
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Hoffman Estates, Illinois 60169-3045

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Directing Business Representative  
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Production & Novelty Workers, Sign &  
Display, Automotive & Equipment Painters  
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Local Union 597  
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Chicago Journeyman Plumbers  
Local Union 130  
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President and Business Manager  
International Association of Bridge,  
Structural & Reinforcing Iron Workers  
Local Union 1  
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Forest Park, Illinois 60130

Rocco Terranova  
President and Business Agent  
Sheet Metal Workers  
Local Union 73  
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President and Staff Representative  
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Local Union 9777 (Former Local 18U)  
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Trustee  
State and Municipal Teamsters  
and Chauffeurs & Helpers Union  
Local Union 726  
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International Brotherhood of  
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Local Union 9  
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Tim Foley  
Business Manager/Financial Secretary  
International Brotherhood of  
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Local 134 (includes Local 713 members)  
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Stone Masons  
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