

Wage and Working Conditions Agreement

Between the Chicago Transit Authority and the
Chicago Regional Council of Carpenters,
United Brotherhood of Carpenters and Joiners of America,
Local 1027



Effective January 1, 2012 through December 31, 2016



**CHICAGO TRANSIT AUTHORITY -
CHICAGO REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA**

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

THIS AGREEMENT, made and executed in duplicate as of the 1st day of January, 2012 by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter, the Authority), and the CHICAGO REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (hereinafter, the Union),

WITNESSES:

ARTICLE I- UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY

1.1 UNION RECOGNITION AND SCOPE. The Authority recognizes the Union as the sole and exclusive bargaining agent for all of its employees included in the classifications listed in Attachment D, excluding Superintendents, Assistant Superintendents and all other supervisory employees, except those employees included in the classification of Carpenter Foreman, with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and also excluding all those employees doing office or clerical work, confidential employees, professional employees, and all other employees in classifications other than above specifically set forth. It is expressly understood and agreed that the terms and provisions of this Agreement shall not cover any employee for whom any other labor organization is the proper bargaining agent.

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

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

Commencing within thirty (30) days of receipt of a signed authorization from an employee, the next month's regular monthly dues and/or assessments of the Union shall be deducted from such employee's pay. The Authority agrees to remit the deductions for Union dues and/or assessments once each month. Nothing in this Section shall inhibit or interfere with the rights and obligations of employees, including the employee's right of revoking authorization as prescribed by applicable law.

1.4 UNION STEWARDS/REPRESENTATIVES. The Union will advise the Employer in writing, of the names of no more than two (2) Stewards at each shop and shall notify the Employer promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during

normal hours, with pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their Manager or his designee in advance of their intention to handle and process grievances.

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

1.5 NON-INTERFERENCE CLAUSE. The Authority shall be at liberty at all times during the existence of this Agreement and subject to the provisions hereof, to operate its property according to its best judgment and the orders of lawful authority.

The Union agrees that it will in no way interfere with or limit the right of the Authority to discharge or discipline its employees where sufficient cause can be shown. The Authority will not discriminate against any employee because of his membership in the Union or because he is serving as a representative of the Union. Where an employee feels he has been unfairly dealt with, he may resort to the grievance procedure.

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

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

1.7 EQUAL EMPLOYMENT OPPORTUNITY. The Union and the Authority agree that there shall be no discrimination in hiring, promotions or other aspects of employment because of race, color, creed, national origin, age or sex and that ability, with consideration of seniority, shall apply to any promotion of employees in the classifications covered by this Agreement (See also, Attachment C, attached hereto and incorporated by reference herein.)

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

fully integrated Wages and Working Conditions Agreement between the Authority and each individual union after such Agreement is drafted, approved and executed by the Authority and the individual union.

1.9 LAYOFF. During the term of this Agreement there shall be no layoff of any permanent, full-time bargaining unit employee who on January 1, 2012 had one (1) or more years of continuous service.

1.10 UNION-MANAGEMENT COMMITTEE. A Union-Management Committee will meet and confer on issues concerning innovative work practices, such as self-directed work units, and other matters of mutual interest. Each Union in the coalition is entitled to have a representative/business agent on the committee. If the Union and Management so agree, limited pilot programs may be introduced during the term of this Agreement.

The Authority and the Coalition understand and agree that on account of the current economic climate, the parties must increase the efficiency in which their work is performed, so as to reduce costs as much as possible and to preserve the jobs of current employees who are covered by this Agreement. Accordingly, the parties agree to utilize the union-management committee for the purpose of agreeing to reduce redundancies in the performance of work for the Authority and to increase the efficiency of work crews. The committee will meet in order to identify areas where members of one Union periodically may perform certain duties which may historically be performed by members of another Union, and shall implement any such changes as may be mutually agreed to by the Authority and the affected Unions.

ARTICLE II - CLASSIFICATIONS, WAGE RATES, OVERTIME RATES AND WORKING RULES

2.1 WAGE RATES.

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

B. Effective January 1, 2012 employees in the classifications of Carpenter Foreman/Carpenter Bus & Body Chassis Specialist and Carpenter shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently in use by the United States Department of Labor in administering the Davis-Bacon Act. Also effective January 1, 2012, employees in the classifications of Carpenter Apprentice (hired or transferring into the bargaining unit on or after September 26, 1990) and Carpenter Apprentice (in the bargaining unit prior to September 26, 1990) shall receive the applicable percentage of the prevailing wage of the Journeymen Carpenter.

C. Effective on July 1 of each year of this Agreement beginning in 2012, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in

Cook County pursuant to the formula specified in Section 2.1B above. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. Except as provided in Section 2.1 B above the Employer will not adjust said wage rates more than one time in any calendar year. The Chief Executive Officer of the Union shall annually certify to the Chicago Transit Authority the adjustment, if any, to the above referenced hourly wage rates to be made on each July 1 during the term of this Agreement. Upon request of the Chicago Transit Authority, the Union shall provide reasonable evidence to support such certification.

D. The Wage Rate Schedules for all employees covered by this Agreement for the period commencing January 1, 2012, are attached hereto as Attachment D and are incorporated by reference herein.

2.2 PROGRESSION RATES.

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

First	6 months	65% of the actual paid rate for Journeyman
Second	6 months	68% of the actual paid rate for Journeyman
Third	6 months	70% of the actual paid rate for Journeyman
Fourth	6 months	75% of the actual paid rate for Journeyman
Fifth	6 months	80% of the actual paid rate for Journeyman
Sixth	6 months	85% of the actual paid rate for Journeyman
Seventh	6 months	90% of the actual paid rate for Journeyman
Eighth	6 months	95% of the actual paid rate for Journeyman
Thereafter		100% of the actual paid rate for Journeyman

B. All employees hired by the Authority or transferring into the bargaining unit on or after September 26, 1990 as apprentices shall be paid in accordance with the following percentage progression scale applied to the actual paid rate of "journeyman" during the first forty-eight (48) months of employment in the bargaining unit.

First	12 months	65% of the Journeyman rate
Next	12 months	70% of the Journeyman rate
Next	12 months	80% of the Journeyman rate
Next	12 months	85% of the Journeyman rate
Thereafter		100% of the Journeyman rate

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

A. The Authority will provide the Union with notice that temporary help is required and referrals submitted by the Union will be considered with applicants from other

sources with due consideration for their qualifications and abilities, and for the Authority's affirmative action goals.

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

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

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

3. In making referrals, the Union shall not discriminate against any member of a protected minority or gender, and shall not reject any applicant for referral submitted to it by any source if the applicant meets non-discriminatory Union standards uniformly applied to all applicants.

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

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

D. Full-time temporary employees will be subject to a ninety working day probationary period upon hiring as full-time temporary employees, and will not subject to an additional probationary period if hired as full-time permanent employees.

E. All full-time temporary employees will be required to become members of the Union or elect fair share status within 30 days of employment.

F. Temporary employees will not accrue seniority.

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

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

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

J. Temporary employees will be paid for all time during which they are required by CTA to perform any duties. Temporary employees will not be eligible for time or pay guarantees or for penalty pay provisions.

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

L. When hiring temporary employees, the Authority must inform said employee that no benefits, other than wages, will be paid on the said employee's behalf, and a signed acknowledgment, by the temporary employee, of the above facts, will be sent to the Union for its files.

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

N. No full-time employee in the bargaining unit will be laid off to hire temporary employees. No full-time employee will be laid off until all temporary employees in the same job classification have been laid off.

2.4 APPRENTICESHIPS. The Authority shall have the rights to employ one (1) unskilled person, to be known as an Apprentice, for every ten (10) journeyman carpenters. The apprenticeship shall be for four (4) years with a wage scale as specified above. An apprentice who has completed forty-two (42) months or more in his classification may be promoted to Journeyman should a vacancy exist in the classification of Journeyman.

The first sentence of the above paragraph will be amended at the time of execution of a separate agreement between the Authority and the Carpenters Union concerning details of an apprenticeship program, to read as follows: The Authority shall have the right to employ one (1) unskilled person, to be known as an Apprentice, for every four (4) journeyman carpenters.

2.5 HOURS OF WORK.

A. **Bus and Rail Shops.** The hours of the regular work day for all employees at the Bus Heavy Maintenance Shop (South Shops) and the Rail Car Heavy Maintenance Shop (Skokie Shops) shall be from 0700 hours to 1530 hours with one-half (½) hour for an unpaid lunch and the regular work week shall be from Monday through Friday, inclusive. Time and one-half (1 ½) the straight time hourly rate shall be paid for all time worked in excess of eight (8) hours per day from Monday through Friday and for all time worked on Saturday and Sunday. Double time shall be paid for work done on the days celebrated for the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the

Friday following Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day.

B. System Maintenance Department. For employees of the Bus and Rail System Maintenance Department, the hours of the regular work day shall be from 0700 to 1530 hours with one-half (½) hour for an unpaid lunch and the regular work week shall be from Monday through Friday, inclusive. Time and one half (1 ½) shall be paid for all time worked outside the regular hours of the work day or work week by employees assigned to the System Maintenance Department. Double time shall be paid for Sunday, emergency work, and work done on the days celebrated for the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the scheduled work day preceding Christmas and Christmas Day.

C. Alternate Schedules

1. Employees hired in the Bus and Rail System Maintenance Department after March 25, 1988, may be required to work outside of the hours of the regular work days and/or the days of the regular work week upon one month's notice to the union and the employees affected.

2. In no event will the alterations affect more than the number of employees listed in sub-paragraph 8 below, nor will the hours and days of the week differ from those listed.

3. In every case, the alternate hours and days will be in effect for full week increments.

4. Overtime provisions of the Agreement will apply as if the alternate schedules were the regular schedules of the employees affected.

5. Nothing herein requires the Authority to institute alternate schedules nor prevents the Authority from restoring the regular schedules with one week's notice to the unions and employees affected.

6. Nothing herein alters current individual agreements or practices regarding shift work performed by employees on the payroll as of the date of ratification of this Agreement.

7. No employee hired prior to March 25, 1988, will be required to work an alternate schedule. Employees hired prior to March 25, 1988, may volunteer to work the alternate schedules under the conditions set forth above and in subparagraph 8 below. Such volunteers will be assigned to alternate schedules in seniority order prior to the assignment of new employees to the alternate schedule.

8. The alternate schedules for up to fifteen (15) Carpenters (new employees and volunteers only) will be 1500 to 2330, Monday through Friday.

D. Tuesday through Saturday Work Week. All employees hired on or after January 1, 2002, will be required at the option of the Authority with thirty (30) days written

notice given to the Union and the Employee to work six (6) Saturdays a year at straight time. The Authority will schedule such Saturday work to provide for a Tuesday through Saturday workweek at Straight Time with two (2) consecutive days off.

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

E. Effective January 1, 2012, Employees may be required at the option of the Authority with thirty (30) days written notice given to the Union and Employee to have flexible start times (two (2) hours before or after the current 0700 start time) for a period of three (3) consecutive months.

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

It is understood that in assigning employees to shifts in this Section, the Authority shall first solicit volunteers for such shifts who are qualified to perform the work by order of

seniority, and in the event an insufficient number of employees agree to select such shifts, the Authority will assign qualified employees to said shifts by reverse order of seniority.

2.6 OVERTIME.

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

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

B. In order to qualify for overtime for his/her day off, an employee must have worked his/her scheduled 40 hours during the work week except if the employee is absent for funeral leave, vacation, holiday, jury duty, injury on duty, military leave or an elected or appointed Union official on Union business, but daily and weekly overtime shall not be duplicated.

2.7 EMERGENCY WORK.

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

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

2.8 INSTRUCTION PREMIUM. Craft Journeyman or Journeymen Leaders will be paid \$2.00 while conducting formal class instruction for craft apprentices or other craft classified personnel for four (4) hours or less and \$4.00 for more than four (4) hours in one day. The maximum compensation in any one (1) day shall be \$4.00.

2.9 OVERTIME PAY FOR SALARIED EMPLOYEES. Overtime pay for all salaried employees in this unit, who are paid on a biweekly basis, shall be computed by multiplying the monthly rate by 12 and dividing the result by 52 x 40 and then multiplying the result by the applicable overtime rate.

2.10 GROUP LEADER. Each employee assigned as Carpenter Leader of a working group shall, while working in and with such group, receive twenty cents (\$.20) per hour in excess of the classified rate for Carpenter. The need for employees in this classification of Carpenter Leader will be determined by the Authority. An employee assigned as a Carpenter

Leader of a working group will be paid the applicable Carpenter Leader rate, while working in and with such group for four (4) or more hours of a regular work day.

2.11 ACTING SUPERVISOR AND ACTING FOREMAN.

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

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

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

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

2.13 MILEAGE ALLOWANCE. Employees of the Maintenance Department, properly authorized to use their automobile for company business, shall receive the Internal Revenue Service standard business mileage rate.

An employee authorized to use his automobile for conducting business of the Authority shall be required to carry Automobile Liability and Property Damage Insurance with a maximum limit of \$50,000/\$100,000 Public Liability and \$10,000 Property Damage to protect the Authority while the employee is conducting business of the Authority in his personal automobile.

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

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

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

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

Hourly rated employees shall be entitled to two (2) consecutive scheduled worked days off with eight (8) hours' pay at their regular permanent classified rate to attend the funeral of their brother, sister, father-in-law or mother-in-law.

No payment will be made for time lost on holidays, scheduled days off, during vacation, leaves of absence or periods when sick benefits occur. No pay allowance shall be granted in a case when, because of distance or other cause, the employee does not attend the funeral.

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

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

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

A member of the Local Union who is appointed or elected to a full time union position in the Local Union requiring his absence from the Authority's employment, shall upon returning to the Authority from his full time Union position be placed in his former position at the Authority without loss of seniority.

2.19 TEST SCORES. The Authority shall allow one designated officer of the Union to check the accuracy of test scores when requested by an employee who has applied for a job vacancy. He or she shall also be able to compare said employee's test scores with the test scores of other applicants who were accepted for the vacancy for which the employee was considered. The accuracy of the test scores shall be checked in the offices of the Authority by comparing the said employee's answers with the answer keys for the tests taken. The Union and its officers agree to make no record directly or indirectly of any information received pursuant to this Section. The Authority reserves the right to take reasonable measures to ensure the integrity of the tests, test scores and test procedures.

The Authority will allow a union representative to be present during practical testing of applicants for job vacancies within the bargaining unit. The union representative, if not acting within the scope of his or her Authority job duties and assignments, will be an observer only and will not participate in, nor interfere with the testing.

2.20 DRUG AND ALCOHOL TESTING, EMPLOYEE ASSISTANCE PROGRAM. The parties agree to be bound by the Drug and Alcohol Testing Agreement, except as modified, supplemented and/or revised by Federal Transit Administration regulations and the Employee Assistance Program Agreement attached hereto and incorporated herein as Attachment G and H.

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

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

2.22 PROBATIONARY PERIOD. All employees hired after March 25, 1988 will be subject to a 90 working day probationary period.

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

ARTICLE III - HOLIDAYS

3.1 PAID HOLIDAYS. For all employees covered by this Agreement, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day or days celebrated for such holidays will be paid holidays. Employees who perform work on these holidays shall be paid at double time for all hours worked. Employees who do not work

on such holidays will receive eight (8) hours' pay at their regular permanent classified rate, provided they would have been scheduled to work and would have worked had it not been a holiday, and provided that they shall not have been absent from their scheduled duties without good cause or excuse the day preceding and the day following such holidays. If any of the paid holidays fall on Saturday, it shall be celebrated on Friday.

In addition to the foregoing, all employees covered by this Agreement shall receive one (1) paid personal day which shall be treated as a holiday under the terms of this Agreement, and which may be selected on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman. All work performed by an employee on a scheduled personal day shall be paid at double time.

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

3.3 MARTIN LUTHER KING, JR. HOLIDAY. Employees who have more than one year of continuous service with the Authority, as of the applicable December 1st, will be eligible for a floating holiday with eight (8) hours at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the floating holiday will operate.

In the event the Authority operates a Holiday Schedule on Martin Luther King, Jr. Day, this floating holiday will cease to exist and Martin Luther King, Jr. Day shall become a paid holiday under the Agreement.

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

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

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

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

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

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

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

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

ARTICLE IV - VACATIONS

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

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

4.3 VACATION PICK. The Authority will schedule vacations so as to provide that a sufficient number of employees are available at all times to perform the various classes of work necessary to provide continuous service to the public. Vacations will be picked according to an employee's seniority within the Section in which he is employed. The vacation pick shall be held no later than March 31st of each 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.

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

4.5 BREAKS IN SERVICE. For the purpose of determining eligibility for the vacation allowance, continuous service will be interpreted to include a break, or breaks in service aggregating not more than three years, provided such break, or breaks, in service was the result of a layoff or layoffs, initiated by the management and provided further that the employee returned to work when called. If an employee's continuous service record includes such a break, or breaks, in service, which in the aggregate exceeds three years, he may still qualify for a 3 weeks', 4 weeks', 5 weeks', 6 weeks' or 7 weeks' vacation, provided his continuous service less any broken service, as above defined, in excess of 3 years, equals or exceeds 5 years, 10 years, 20 years, 30 years or 39 years as the case may be. (See also Section 4.8.)

4.6 200 DAY REQUIREMENT. To receive the established normal vacation allowance, the employee must have worked to least 200 days during the preceding calendar year. If the employee worked less than 200 days during that year, he will receive only a prorated vacation allowance. In determining the 200 working day requirement for vacation eligibility, not more than 30 working days' absence because of certified illness or off duty injury shall be included as days worked.

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

Employees injured on duty will be allowed full credit for days lost in determining the 200 day working requirement for vacation eligibility, provided that the employee worked during the calendar year.

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

4.7 PAY BASIS. The employee's classified rate of pay at the time of his vacation will be used in computing his vacation pay allowance. However, an employee temporarily assigned to work at a higher paid classification and working a minimum of ten (10) days prior to his vacation period shall receive his vacation pay at the rate of the higher paid classification.

4.8 VACATION FORMULA.

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

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

33 years but less than 35 years	32 consecutive days	256 hours
35 years but less than 37 years	33 consecutive days	264 hours
37 years but less than 39 years	34 consecutive days	272 hours
39 years or more	35 consecutive days	280 hours

B. All employees hired after January 1, 2002 and in the continuous service as of June 1st will receive a paid vacation during the Vacation Plan Year in accordance with the following schedule, provided the employee has worked at least 200 days during the previous calendar year.

<u>Years of Continuous Service</u>	<u>Vacation Pay</u>	<u>Vacation Allowance</u>
1 year but less than 2 years	5 days	40 hours
2 years or more but less than 5 years	10 days	80 hours
5 years or more but less than 10 years	15 days	120 hours
10 years or more but less than 20 years	20 days	160 hours
20 years or more	25 days	200 hours

4.9 PRORATION FORMULA. Employees in the continuous service of the Authority as of June 1st of a VPY who have not worked at least 200 days during the preceding calendar year, will receive a paid vacation prorated on the number of days actually worked during the preceding calendar year.

The number of days worked will be divided by the 200 day work requirement and the result shall be multiplied by the number of days the employee would have received had he worked the 200 day minimum requirement. The resulting amount shall be rounded to the nearest whole number which shall be the vacation allowance, in days, payable to such employee.

For example, an employee with thirty (30) years continuous service who worked 100 days would be paid as follows:

	100	Days worked
Divide by	<u>200</u>	Full Vacation Requirement
	.500	Vacation Multiplier
	30	Days' Vacation Allowance for Employees w/30 years' Service
Multiply by	<u>.500</u>	Vacation Multiplier
	15.0	Vacation Allowance in Work Days

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

<u>Minimum Calendar Days in Service</u>	<u>Days Worked</u>	<u>Vacation Allowance in Working Days with Eight (8) Hours Pay Per Day</u>
	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 160	4
365	200 Plus	5

4.10 ALLOWANCES IN LIEU OF EARNED VACATION. TERMINATION OF EMPLOYMENT OR SICKNESS. In the event an employee leaves the service of the Authority before receiving this vacation, the employee shall be paid all vacation allowance, including any pro-rated portion, based on the number of days actually worked during the current calendar year; however, an employee discharged for cause shall be ineligible for any pro-rata vacation allowance. This provision for the payment of the vacation allowance shall also apply to the employee who is eligible for a vacation, but becomes sick and cannot therefore take his vacation when it is scheduled to be taken. However, no vacation pay allowance will be paid to an employee while said employee is receiving any form of sick benefit, except when the vacation period in question coincides with the last 1, 2, 3, 4, 5, 6 or 7 weeks, as the case may be, in the VPY available to the employee for vacation purposes, but this provision shall not operate to deprive any employee of the right to an earned vacation during the VPY after sick benefits cease.

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

4.12 PRORATED ALLOWANCE. MILITARY SERVICE. RETIREMENT OR DEATH. Vacation pay allowances for employees who enter the military service of the United States or who return to the Authority after such military service, or who retire or become deceased will be paid prorated on the number of days actually worked during the current calendar year.

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

1. Those employees who are eligible for two (2) or more complete weeks may elect to pick one of those weeks on a random day basis.
2. Those employees who are eligible for three (3) or more complete weeks of vacation may elect to pick two of these weeks on a random day basis.

3. The Authority will establish quotas in accordance with manpower availability and past practice.

4. The option to select one or two week of vacation as random vacation days must be declared at the time of the regular vacation pick. Random days may be selected at a later time on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.

5. Once selected, random days may not be changed without permission of the Authority.

6. All unused random vacation days of the VPY must be elected by April 15th and used prior to May 31st.

7. Random days may not accumulate into the next VPY.

8. Those random days not taken by the end of the VPY will be lost to the affected employee.

9. Random days will take precedence over an employee's request for a day off. An employee who takes a requested day off will have such day charged against any random vacation days or floating holidays he may have remaining.

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

4.15 VOLUNTARY UNPAID TIME OFF. Employees shall have the right on a voluntary basis to take up to five (5) unpaid days off in each year of this Agreement. Such days off shall be selected on a first-come, first-served basis, provided that forty-eight hours prior notice is given, or twenty-four (24) hours' notice in the case of a bona fide emergency with supporting documentation provided by the employee, except where permission is granted by the foreman.

ARTICLE V- INSURANCE AND SICKNESS BENEFITS

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

5.2 LIFE. Group Life Insurance in the amount of \$8,000.00 on the life of each full-time permanent active employee who has been in the employ of the Authority continuously for not less than twelve (12) months, but less than five (5) years of service; and \$18,000.00 on the life of each full-time regular employee actively employed who has been in the employ of the Authority continuously for five (5) or more years of service. Effective January 1, 2013, all full-

time permanent active employees shall receive Group Life Insurance coverage in an amount equal to 2080 times the active employee's hourly wage rate as of each January 1. Group Life Insurance shall provide double indemnity coverage for accidental death. Group Life Insurance required under this paragraph will be provided at the expense of the Authority.

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

5.3 ACCIDENT AND SICKNESS. Group Accident and Sickness Coverage providing no indemnity for the first seven (7) days of incapacity, but providing \$200.00 per week through December 31, 2012 and the amounts listed in the following table thereafter, not to exceed twenty-six (26) weeks for each full-time regular employee actively employed who has been in the employ of the Authority continuously for not less than twelve (12) months:

Effective January 1, 2013

For employees with 5 years seniority or less	\$210
For employees with 5 but less than 10 years seniority	\$220
For employees with 10 or more but less than 20 years seniority	\$230
For employees with 20 or more years seniority	\$240

Effective January 1, 2014

For employees with 5 years seniority or less	\$220
For employees with 5 but less than 10 years seniority	\$230
For employees with 10 or more but less than 20 years seniority	\$240
For employees with 20 or more years seniority	\$250

Effective January 1, 2015

For employees with 5 years seniority or less	\$230
For employees with 5 but less than 10 years seniority	\$240
For employees with 10 or more but less than 20 years seniority	\$250
For employees with 20 or more years seniority	\$260

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

Said Accident and Sickness Coverage shall not cover any period of incapacity for which the employee is entitled to indemnity or compensation under any Workers' Compensation Act; provided, however, that the Authority shall be liable to the extent of the difference between the applicable amount per week above and such weekly compensation allowance, if less than the applicable amount, for a period not to exceed twenty-six (26) weeks.

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

The CTA agrees to allow payroll deductions for premiums of supplemental disability insurance purchased by employees from a single vendor selected by the Locals through a competitive bidding process. The Locals shall receive no compensation from the Vendor.

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

Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing 80% of full payment of the usual and customary cost of a semi-private hospital room; 80% of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); 80% of full payment for usual and customary cost of emergency hospital out-patient services incurred within 72 hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but not in excess of (a) 80% of usual and customary charges for one visit; (b) one (1) visit in any one (1) day; (c) 365 visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a) treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at 80% of usual and customary charges. In the event the employee or dependent fails to comply with the Utilization Review Program, the above coverage will be provided on a reduced basis equal to 80% of the otherwise reimbursable expense. (For example, if the plan pays 80% of usual and customary charges, the plan will pay 80% of 80% = 64% of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at 100% of usual and customary charges after the deductible, if such services are provided by a PPO network physician and at a PPO network hospital selected from a listing maintained by the Benefit Services Department. Subject to meeting the requirements of the Utilization Review Program described above, emergency comprehensive medical benefits will be paid at 100% of usual and customary charges after the deductible if provided by a PPO network hospital or if the emergency care results in a hospital admission, or at 80% of usual and customary charges if provided by a non-PPO network hospital or if the emergency care does not result in a hospital admission. Comprehensive major medical expense benefits provide up to a lifetime maximum of \$1,000,000.00 after a \$100.00 employee calendar year deductible. The \$200.00 family calendar year deductible may be satisfied by any family combination which in aggregate equals \$200.00 excluding costs incurred under the CTA Group Dental Plan. The

percentage payable is 80% for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is 100% for out-patient hospital pre-admission testing and outpatient surgery provided by network physicians at network facilities. Second surgical opinions, well baby and neonatal care are paid at 100%. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is \$1,200.00 for employees and \$2,400.00 for families. Inpatient and outpatient psychiatric benefits include treatment for mental and nervous conditions and alcohol and substance abuse; the lifetime maximum benefit is \$25,000.00. Inpatient psychiatric services are treated as any other condition and are subject to the use of network physicians and hospitals and the Utilization Review Program. Outpatient psychiatric services are paid at 80% of usual and customary charges to a maximum of 30 visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

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

PPO Plan Design

BC BS PPO Option 1 Plan

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

Option 2 Plan

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