

Wage and Working Conditions Agreement

Between the Chicago Transit Authority and the
International Brotherhood of Electrical Workers,
Local 134



Effective January 1, 2012 through December 31, 2016



**CHICAGO TRANSIT AUTHORITY -
LOCAL UNION 134 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
ARTICLE I – UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY.....	1
1.1 UNION RECOGNITION AND SCOPE.....	1
1.2 MEMBERSHIP.....	1
1.3 NON-INTERFERENCE CLAUSE.....	1
1.4 NO STRIKE – NO LOCKOUT.....	2
1.5 UNION-MANAGEMENT COMMITTEE.....	2
1.6 PROBATIONARY PERIOD.....	2
1.7 FOREMAN ISSUE.....	2
1.8 LAYOFF.....	2
ARTICLE II - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY – FIELD AND GENERAL OFFICE.....	3
2.1 CHANGES IN WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT.....	3
2.2 EQUAL EMPLOYMENT OPPORTUNITY.....	3
ARTICLE III – UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY – FORMER 713	3
3.1 UNION STEWARDS/REPRESENTATIVES.....	3
3.2 SHOP WORK.....	3
3.3 EQUAL EMPLOYMENT OPPORTUNITY.....	4
ARTICLE IV - CLASSIFICATIONS AND WAGE RATES – FIELD.....	4
4.1 WAGE RATES.....	4
4.2 UNION RECOGNITION.....	5

4.3	UNION SCOPE.....	5
4.4	CLASSIFICATION CHANGES.....	5
4.5	PROGRESSION RATES.....	5
4.6	"A" ELECTRICIAN RATE.....	9
4.7	TEMPORARY EMPLOYEES.....	9
4.8	OVERTIME.....	11
4.9	TUESDAY THROUGH SATURDAY WORK WEEK.....	12
4.10	MILEAGE ALLOWANCE.....	12
4.11	FUNERAL ALLOWANCE.....	12
4.12	JURY DUTY.....	12
4.13	STATE SERVICE.....	13
4.14	EMERGENCY WORK.....	13
4.15	TOOL REPLACEMENT.....	13
4.16	OTHER SCHEDULES.....	13
4.17	ESCALATOR SERVICEMEN.....	14
ARTICLE V - CLASSIFICATIONS, WAGE RATES AND WORK RULES		
	FORMER 713.....	16
5.1	WAGE RATES.....	16
5.2	PROGRESSION RATES.....	16
5.3	TEMPORARY EMPLOYEES.....	17
5.4	APPRENTICESHIPS.....	18
5.5	HOURS OF WORK.....	19
5.6	OVERTIME.....	20
5.7	EMERGENCY WORK.....	21
5.8	INSTRUCTION PREMIUM.....	21
5.9	GROUP LEADER.....	21

5.10	ACTING SUPERVISOR AND ACTING FOREMAN.....	21
5.11	WASH AND DRESS PERIOD.....	21
5.12	MILEAGE ALLOWANCE.....	21
5.13	TOOL REPLACEMENT.....	22
5.14	FUNERAL ALLOWANCE.....	22
5.15	JURY DUTY.....	22
5.16	STATE SERVICE.....	23
5.17	LEAVE OF ABSENCE.....	23
5.18	SENIORITY.....	23
5.19	ELECTRICAL MAINTENANCE MAN.....	23
5.20	ARMATURE WINDER.....	23
5.21	WIREMAN.....	23
5.22	CONTROLLER MAN.....	23
5.23	SAFETY ISSUES.....	23
5.24	TEST SCORES.....	24
5.25	RETURN TO FORMER CLASSIFICATION.....	24
5.26	PAYCHECKS.....	24
ARTICLE VI – SENIORITY AND WORKING RULES – FIELD AND GENERAL OFFICE.....		25
6.1	SENIORITY.....	25
6.2	LAYOFF AND RECALL.....	25
6.3	BREAKING SENIORITY.....	26
6.4	PROMOTIONS.....	26
6.5	LEAVE OF ABSENCE.....	26
6.6	REEMPLOYMENT OF FURLOUGHED EMPLOYEES WHO HAVE BEEN IN THE UNITED STATES MILITARY SERVICE OR	

	FURLOUGHED INJURED EMPLOYEES.....	27
6.7	SUBSTATION PERSONNEL.....	27
6.8	SAFETY ISSUES.....	27
6.9	CONTAMINATED CLOTHING.....	28
6.10	EMERGENCY NOTICE.....	28
6.11	FACILITIES INTERDEPARTMENTAL TRANSFERS.....	28
6.12	TEST SCORES.....	29
6.13	RETURN TO FORMER CLASSIFICATION.....	29
6.14	PAYCHECKS.....	29
	ARTICLE VII - HOURS AND OVERTIME RATES - FIELD AND GENERAL OFFICE.....	30
7.1	HOURS OF WORK – SUBSTATION ATTENDANTS.....	30
7.2	HOURS OF WORK – MAINTENANCE ELECTRICIANS.....	30
7.3	HOURS OF WORK – VAN ELECTRICIANS.....	31
7.4	HOLIDAY PAY.....	31
7.5	OTHER SCHEDULES.....	31
	ARTICLE VIII – HOLIDAYS – FIELD AND GENERAL OFFICE.....	32
8.1	PAID HOLIDAYS.....	32
8.2	HOLIDAY WAITING PERIOD.....	33
8.3	MARTIN LUTHER KING, JR. HOLIDAY.....	33
8.4	VETERANS DAY HOLIDAY.....	33
8.5	DAY AFTER THANKSGIVING.....	33
8.6	SICKNESS BENEFITS INTERACTION.....	33
8.7	SDO – HOLIDAY CONFLICT.....	33
8.8	VACATION PERIOD CONFLICT.....	34
8.9	TEMPORARY ASSIGNMENTS.....	34

ARTICLE IX – HOLIDAYS – FORMER 713.....	34
9.1 PAID HOLIDAYS.....	34
9.2 HOLIDAY WAITING PERIOD.....	34
9.3 MARTIN LUTHER KING, JR. HOLIDAY.....	34
9.4 VETERANS DAY HOLIDAY.....	35
9.5 SICKNESS BENEFITS INTERACTION.....	35
9.6 VACATION PERIOD CONFLICT.....	35
9.7 PAY BASIS.....	35
9.8 HOLIDAY ELIGIBILITY.....	35
ARTICLE X – VACATIONS.....	36
10.1 VACATION PLAN REQUIREMENT.....	36
10.2 VACATION ENTITLEMENT.....	36
10.3 VACATION PICK.....	36
10.4 NON-CUMULATIVE VACATION.....	36
10.5 BREAKS IN SERVICE.....	36
10.6 200 DAY REQUIREMENT.....	36
10.7 PAY BASIS.....	37
10.8 VACATION FORMULA.....	37
10.9 PRORATION FORMULA.....	37
10.10 ALLOWANCE IN LIEU OF EARNED VACATION, TERMINATION OF EMPLOYMENT OR SICKNESS.....	38
10.11 ALLOWANCE IN LIEU OF EARNED VACATION, DEATH.....	39
10.12 PRO-RATED ALLOWANCE, MILITARY SERVICE, RETIREMENT OR DEATH.....	39
10.13 RANDOM VACATION DAYS.....	39
10.14 VACATION PAY ADVANCE.....	40

10.15 EMERGENCY VACATIONS.....	40
ARTICLE XI – INSURANCE AND SICKNESS BENEFITS.....	40
11.1 COVERAGE.....	40
11.2 LIFE.....	40
11.3 ACCIDENT AND SICKNESS.....	41
11.4(A) COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS.....	41
11.4(B) SUPPLEMENTAL ACCIDENT BENEFITS.....	45
11.4(C) GROUP DRUG EXPENSE.....	46
11.4(D) MAIL ORDER PLAN.....	47
11.4(E) EMPLOYEE PREMIUM DEDUCTION – PPO.....	47
11.5(A) DENTAL PLAN.....	47
11.5(B) CASH DEDUCTIBLE.....	48
11.5(C) PREVENTIVE SERVICES AND SUPPLIES.....	48
11.5(D) DIAGNOSTIC AND THERAPEUTIC SERVICES.....	48
11.5(E) RESTORATIVE SERVICES AND SUPPLIES.....	49
11.5(F) PROSTHETIC SERVICES AND SUPPLIES.....	49
11.5(G) NOT COVERED.....	50
11.6 VISION CARE PLAN.....	50
11.7(A) HEALTH MAINTENANCE ORGANIZATIONS - (HMOs).....	50
11.7(B) EMPLOYEE PREMIUM DEDUCTIONS – HMOS.....	52
11.8 DENTAL MAINTENANCE ORGANIZATIONS – (DMOs).....	52
11.9 PRE-TAX EMPLOYEE CONTRIBUTIONS.....	52
11.10 DEPENDENTS.....	52
11.11 ACTIVE EMPLOYMENT REQUIREMENT.....	53
11.12 TERMINATION OF INSURANCE.....	53

11.13	PLACING OF INSURANCE.....	53
11.14	7-DAY SICK PAY.....	53
11.15	INSURANCE FOR OCCUPATIONAL ACCIDENTAL DEATH AS A RESULT OF FELONIOUS ASSAULT.....	53
11.16	PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM.....	53
11.17	THIRD PHYSICIAN DETERMINATION.....	54
11.18	RULES.....	54
11.19	SUBROGATION.....	54
ARTICLE XII – RETIREMENT AND DISABILITY ALLOWANCE.....		54
ARTICLE XIII – RETIREE HEALTH CARE TRUST.....		54
ARTICLE XIV – NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS.....		54
14.1	PURPOSE.....	54
14.2	GRIEVANCE.....	55
14.3	PROCEDURE.....	55
14.4	ARBITRATION.....	55
14.5	THE SELECTION OF THE ARBITRATOR.....	55
14.6	DECISION.....	56
14.7	TIME LIMITS.....	56
14.8	EXPENSES.....	56
14.9	DISCHARGE CASES.....	56
ARTICLE XV – TERM OF AGREEMENT.....		56
15.1	TERM OF AGREEMENT.....	56
15.2	SOLE AGREEMENT	56

ATTACHMENTS

<u>SECTION</u>	<u>PAGE</u>
Attachment A: Fair Share Memorandum of Understanding	A-1
Attachment B: Reserved	B-1
Attachment C: Affirmative Action	C-1
Attachment D: Wage Rate Schedules	D-1
Attachment E: Apprentice Selection	E-1
Attachment F: Reserved	F-1
Attachment G: Drug and Alcohol Testing Agreement	
• Safety Sensitive	G-1
• Non-Safety Sensitive*	G-1
Attachment H: Employee Assistance Program	H-1
A. Services	H-1
B. Participation	H-2
1. Volunteers	H-2
2. First Time Rule Violators	H-2
3. Independent Treatment Services	H-3
C. Treatment Programs	H-3
D. Restrictions	H-7
E.1 Return to Former Classification	H-7
E.2 EAP Participants who do not Desire to Return to Former Safety Sensitive Position	H-8
F. Bridging of the Work Record	H-9
G. Program Adherence	H-9
H. Administration of the Employee Assistance Program	H-11
I. Hiring of Former Part-Time Employees	H-11
J. Effective Date	H-11
K. Grievance/Arbitration Procedure	H-11
Attachment H Appendix	H-12

EXHIBITS

Exhibit A - Sole Agreements	I
-----------------------------	---

* 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, for convenience, called the "Authority") and LOCAL UNION 134 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter, for convenience, called "Local Union 134"), WITNESSES:

ARTICLE I – UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY

1.1 UNION RECOGNITION AND SCOPE. The Authority recognizes Local Union 134 as the exclusive bargaining agent for all its employees included in the classifications listed in Attachment D. 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.

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.

1.3 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 order of lawful authority.

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

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

shall be exercised in a manner inconsistent with or contrary to the provisions of this Agreement or the law.

1.4 NO STRIKE - NO LOCKOUT. It is expressly understood and agreed that all services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof and of the agreement and conditions herein to be kept and performed by the Authority and said Union, Local Union 134 agrees that under no conditions and in no event whatsoever will the employees covered by this Agreement, or any of them, be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the position held by them under the Authority, in accordance with the terms of this Agreement, and the Authority agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said employees insofar as such performance is required in the normal and usual operation of the Authority's property, and any differences that may arise between the above mentioned parties shall be settled in the manner herein provided.

1.5 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 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.

1.6 PROBATIONARY PERIOD. All employees hired will be subject to a 90 working day probationary period.

1.7 FOREMAN ISSUE. The issue of whether or not the classifications of Foreman and Testing Engineer shall be removed from the bargaining unit and, if so, to what extent shall 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.

1.8 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.

ARTICLE II - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY - FIELD AND GENERAL OFFICE

This Article II is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (Field) and Electrical, Local 134 (General Office).

2.1 CHANGES IN WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT. The Authority and the Union mutually agree to recognize that all wage rates and salary rates, working schedules, seniority districts, rules, benefits and conditions of employment of those employees of the Authority covered hereunder, in effect between the Authority and those employees just prior to the consummation of this Agreement, which have not been definitely referred to or changed by the provisions contained herein, shall remain unchanged unless changed during the tenure of this Agreement by the mutual consent of the parties hereto.

2.2 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. (See also, Attachment C, attached hereto and incorporated by reference herein).

ARTICLE III - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY - FORMER 713

This Article III is applicable to those employees in job classifications listed on the Wage Rate Schedule (Attachment D) entitled Electrical, Local 134 (713).

3.1 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.

3.2 SHOP WORK. The Authority will endeavor to repair, rebuild or maintain the electrical equipment of buses and rail cars in its shops, providing the employees have the capacity and competence to perform this work and the Authority has the necessary facilities. However, the Authority retains the right, should an emergency occur or sufficient manpower not be available, to have the bus and car electrical equipment repaired, rebuilt or maintained by outside concerns.

3.3 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).

ARTICLE IV - CLASSIFICATIONS AND WAGE RATES – FIELD AND GENERAL OFFICE

This Article IV is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (Field) and Electrical, Local 134 General Office).

4.1 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.1. Effective January 1, 2012, employees in the classifications of S148 Foreman 'A' Electricians, S155 Foreman Escalator Servicemen, S156 Foreman 'B' Electricians, S179 Foreman Communications Technicians, H277'A'Electrician, H261 'B' Electrician, H279 Communication Technician (on or after 08-15-02), H276 Material and Assignment Dispatcher, S183 Testing Engineer IV and Revenue Systems Engineer IV 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 used by the United States Department of Labor in administering the Davis-Bacon Act. Also effective January 1, 2012, employees in the Classifications of H267 Escalator Serviceman (10-10-98 through 09-25-90), H274 Escalator Serviceman (on or after 09-26-90), H262 'B' Electrician Apprentice (prior to 09-26-90), H272'B' Electrician Apprentice (on or after 09-26-90), H266 Substation Attendant (07-25-75 through 09-25-90), H275 Substation Attendant (on or after 09-26-90), S184 Testing Engineer V and Revenue Systems Engineer V shall receive the applicable percentage of the prevailing rate of the Journeymen 'A' Electrician.

B.2. All employees in the classification of Elevator Serviceman who are currently on the payroll as of November 5, 2012, shall receive an increase in their wage rate of \$2.00/hour, retroactive to January 1, 2012. Effective January 1, 2013, all employees in the classification of Elevator Serviceman shall be paid the prevailing rate of Journeymen "A" Electrician plus \$2.00. This increase shall also be paid to the foremen who are regularly assigned to work with Escalator Servicemen, which is in addition to their regular foreman hourly rate.

B.3 Effective January 1, 2012, the wage rate for employees in the job titles of Testing Engineer I-V shall be as follows: Testing Engineer I. Prevailing Wage Rate minus \$3.90/hour; Testing Engineer II, Prevailing Wage Rate minus \$2.45/hour; Testing Engineer III,

Prevailing Wage Rate minus \$1.00/hour; Testing Engineer IV, Prevailing Wage Rate; Testing Engineer V, Foreman Prevailing Wage Rate + 1.50.

B.4. All employees in the classification of Foreman, Electrical Worker shall receive an increase to their wage rate from \$42.931/hour to \$44.728/hour, retroactive to July 1, 2012, and from \$44.728/hour to \$45.926/hour, retroactive to July 1, 2013. These rates represent 99.84% of the Foreman 'A' rate. Employees in the classification of Foreman, Electrical Worker shall receive an increase to their wage rates equal to 99.84% of the Foreman, 'A' Electrician rate at each point in time when the Foreman, 'A' Electricians receive an increase in their wages.

C. Effective on July 1 of each year of this Agreement beginning in 2012, the wage rate for the Classifications 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 4.1.B 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 4.1 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.

4.2 UNION RECOGNITION. The Authority recognizes Local Union 134 as the exclusive bargaining agency for employees included in the classifications listed in this Section and under the conditions specifically provided for in this Section.

4.3 UNION SCOPE. The parties shall, by mutual agreement, determine all questions which may arise regarding the inclusion or exclusion of employees and jobs from this Agreement and any differences which may result shall be resolved through the grievance and arbitration machinery set up in this Agreement.

4.4 CLASSIFICATION CHANGES It is agreed that any changes to be made in the classifications set forth in this Section or the removal of or addition to any of these classifications shall be made only by mutual agreement between the parties.

4.5 PROGRESSION RATES

A.1. All employees hired by the Authority, transferring into, or otherwise entering the classification of "B" Electrician Apprentice after July 25, 1975, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate of "B" Electricians during the first forty-eight (48) months of employment in the bargaining unit:

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

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification after July 25, 1975.

A.2. 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 "B" Electrician during the first forty-eight (48) months of employment in the bargaining unit.

First	12 months	65% of the "B" Electrician rate
Next	12 months	70% of the "B" Electrician rate
Next	12 months	80% of the "B" Electrician rate
Next	12 months	85% of the "B" Electrician rate
Thereafter		100% of the "B" Electrician rate

B.1. All employees hired by the Authority, transferring into, or otherwise entering the job classification of "Communication Technician" after July 25, 1975, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for classification or classifications in which employed during the first forty-eight (48) months of employment in the bargaining unit:

First	18 months	75% of the actual paid rate for classification
Second	18 months	85% of the actual paid rate for classification
Next	18 months	90% of the actual paid rate for classification
Thereafter		100% of the actual paid rate for classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification after July 25, 1975.

B.2. All employees hired by the Authority, transferring into or otherwise entering the job classification of "Communication Technician" on or after September 26, 1990, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for classification or classifications in which employed during the first forty-eight (48) months of employment in the bargaining unit:

First	18 months	70% of the actual paid rate of the classification
Second	18 months	80% of the actual paid rate of the classification

Next 12 months	85% of the actual paid rate of the classification
Thereafter	100% of the actual paid rate of the classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification after July 25, 1975.

For all purposes, these employees shall be considered to be hourly rated employees and overtime premium shall remain computed at time and one-half the straight time hourly rate.

C.1. All employees hired by the Authority, transferring into, or otherwise entering the job classification of "Escalator Serviceman" from July 25, 1975 through October 29, 1978, shall be paid the following percentage of the straight time hourly pay rate established by Section 2 of this Article:

First 6 months	80% of the established rate
Second 6 months	85% of the established rate
Third 6 months	90% of the established rate
Fourth 6 months	95% of the established rate
Thereafter	100% of the established rate

This progression schedule will replace and supersede any existing progression schedules applicable to all employees hired by the Authority, transferring into, or otherwise entering the job classification of Escalator Serviceman from July 25, 1975 through October 29, 1978.

C.2. All employees hired by the Authority transferring into, or otherwise entering the job classification of Escalator Serviceman on or after October 30, 1978, will be paid the following percentage of the straight time hourly pay rate established by Section 2 of this Article:

First 12 months	85.0% of the established rate
Second 12 months	90.0% of the established rate
Fifth 6 months	92.5% of the established rate
Sixth 6 months	95.0% of the established rate
Thereafter	100.0% of the established rate

This progression schedule will replace and supersede any existing progression schedules applicable to all employees hired by the Authority, transferring into, or otherwise entering the job classification of Escalator Serviceman on or after October 30, 1978.

C.3. All employees hired by the Authority transferring into, or otherwise entering the job classification of Escalator Serviceman on or after September 26, 1990, shall be paid the following percentage of the straight time hourly pay rate established by Section 2 of this Article:

First 12 months	80.0% of the established rate
Second 12 months	85.0% of the established rate
Third 6 months	90.0% of the established rate

Fourth	6 months	92.5% of the established rate
Thereafter		100.0% of the established rate

This progression schedule will replace and supersede any existing progression schedules applicable to all employees hired by the Authority, transferring into, or otherwise entering the job classification of Escalator Serviceman on or after October 30, 1978.

D.1. All employees hired by the Authority, transferring into, or otherwise entering the job classification of Substation Attendant, on or after July 25, 1975, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for the classification or classifications in which employed during the first twenty-four (24) months of employment in the bargaining unit:

First	6 months	80% of the actual paid rate for the classification
Second	6 months	85% of the actual paid rate for the classification
Third	6 months	90% of the actual paid rate for the classification
Fourth	6 months	95% of the actual paid rate for the classification
Thereafter		100% of the actual paid rate for the classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification on or after July 25, 1975.

D.2. All employees hired by the Authority transferring into, or otherwise entering the job classification of Substation Attendant on or after July 15, 1975, shall progress to eighty-five percent (85%) of the Journeyman rate.

D.3. All employees hired by the Authority, transferring into, or otherwise entering the job classification of Substation Attendant, on or after September 26, 1990, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate of the classification or classifications in which employed during the first twenty-four (24) months of employment in the bargaining unit:

First	six months	75% of the Thereafter rate
Second	six months	80% of the Thereafter rate
Third	six months	85% of the Thereafter rate
Fourth	six months	90% of the Thereafter rate
Thereafter		100% of the actual paid rate of the classification

This progression schedule will replace and supersede any existing progression schedule applicable to all employees hired by the Authority, transferring into, or otherwise entering the above job classification on or after July 25, 1975.

E.1. Effective December 14, 1980, the following job classifications are abolished:

Engineering Assistant I
Engineering Assistant II
Engineering Assistant III
Senior Engineering Assistant

E.2. Effective December 14, 1980, the job classification of Engineering Assistant is established with a wage rate progression as follows:

First	Year	80% of the actual rate of the classification
Second	Year	85% of the actual rate of the classification
Third	Year	90% of the actual rate of the classification
Fourth	Year	95% of the actual rate of the classification
Thereafter		100% of the actual rate of the classification

E.3. This progression schedule will replace and supersede the progression schedule currently in effect for the job classifications listed in Paragraph E.(1) above.

E.4. All employees hired by the Authority, transferring into, or otherwise entering the job classification of Engineering Assistant, on or after September 26, 1990, shall be paid in accordance with the following percentage progression scale applied to the actual paid rate for the classification or classifications in which employed during the first forty-eight (48) months of employment in the bargaining unit.

First	12 months	75% of the actual rate of the classification
Next	12 months	80% of the actual rate of the classification
Next	12 months	85% of the actual rate of the classification
Next	12 months	90% of the actual rate of the classification
Thereafter		100% of the actual rate of the classification

4.6 "A" ELECTRICIAN RATE. The straight time hourly rate of "A" Electricians shall be the same as that established by the Agreement between the Electrical Contractors Association of the City of Chicago and Local Union 134.

4.7 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 be 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. The number of temporary employees will not exceed five percent (5%) of the number of full-time employees.

H. The Authority will be permitted to hire temporary employees in the classifications of "B" Electrician and Substation Attendant.

I. Temporary employees will not be utilized in the following areas:

Communication Equipment Maintenance
Escalator Maintenance
General Office Classifications
Substation Maintenance
Turnstile Maintenance

J. Temporary employees will normally be scheduled to work only on maintenance or "B" work and not on construction or "A" work.

K. Temporary employees may not work more than 40 hours per week, Monday through Friday.

L. The Authority will be permitted to utilize temporary employees for a period of up to a maximum of three (3) months, at which time the situation will be reviewed between the Authority and the Union as to whether the temporary employee will be permitted to continue as a temporary employee. A temporary employee who works more than three (3) consecutive months will be considered to be a full-time employee with all rights and benefits accruing thereto.

M. 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, other than Journeymen, 173.3 hours worked shall be credited as one month.

N. 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.

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

P. 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 acknowledgement, by the temporary employee, of the above facts, will be sent to the Union involved, for its files.

Q. Temporary employees may be allowed first preference in bidding on permanent vacancies in the positions covered by this Agreement, provided, however, that the contractual provisions with respect to apprentices and "helper" classifications will remain unchanged.

R. 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.

4.8 OVERTIME. Overtime pay for all salaried employees in this unit, who are paid on a biweekly basis, shall be computed by multiplying the employee's monthly rate by twelve (12) and dividing the result by 52 x 40 and then multiplying the result by the applicable overtime rate.

All foremen will be paid time and one-half (1 ½) the straight time hourly rate for all time worked in excess of eight (8) hours per day, Monday through Friday, inclusive. Time and one-half (1 ½) the straight time hourly rate will also be paid for all time worked on Saturdays, Sundays and the holidays specified in the Agreement.

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.

Overtime shall be distributed as equally as practical among the employees who generally work on the class of overtime work being performed.

Employees shall have the privilege of passing up overtime, except in cases of emergency, in favor of the employee next up for overtime work. Any employee passing up overtime work shall have this time charged up to him. In cases of emergency, such as snowstorms, wrecks or unusual interruptions of service where overtime work is made necessary, allotment of this overtime may be made to the first available employee.

Scheduled overtime will be announced no later than Thursday noon of each week.

The Authority will provide a current overtime list to the union stewards.

4.9 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.

4.10 MILEAGE ALLOWANCE. An employee authorized to use his car for conducting business of the Authority shall receive the Internal Revenue Service standard business mileage rate.

An employee authorized to use his car 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.

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

Employees shall be entitled to two (2) consecutive scheduled work 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 vacations, leaves of absence or periods when sick benefits occur. No pay allowance shall be granted in a case when, because of distance or other cause, the employee does not attend the funeral.

4.12 JURY DUTY. An employee must present the Notice of Jury Service to his immediate supervisor prior to the date of appearing for jury duty. Employees forced off work

due to being summoned for jury duty will be paid by the Authority the amount they would have earned less the fee received for jury service. The payment by the Authority will be issued on the employee's regular pay day. The employee must furnish the Authority the form provided by the Jury Commission indicating days served on jury duty on the first work day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within fourteen (14) working days, the compensation provided by the Authority shall be deducted from his next regular pay check. Any overpayment of compensation paid by the Authority resulting from days excused from jury service will be deducted from the employee's regular pay check. No employee will perform work on a day when he has reported for jury duty, except in cases of emergency. When an employee serves on the jury on a scheduled day off, the jury allowance shall not be paid. No jury duty allowance will be paid to an employee absent from work due to sickness or injury, during an employee's vacation period or on days excused by the Jury Commission. The employee will retain transportation fees provided by the Jury Commission.

4.13 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.

4.14 EMERGENCY WORK. If an hourly rated employee is called out to perform emergency work during the period extending from the time he leaves the property on his previous assignment until the time he arrives on the property to perform his next regular assignment, the starting time for such emergency work shall be from the time the employee is called and overtime shall be continuous, except for lunch time, until the employee is released. The rate of pay for this work shall be the employee's normal premium pay rate with a minimum of three (3) hours at the employee's normal premium rate.

4.15 TOOL REPLACEMENT. 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 therefore within thirty days of the date the employee submits a complete and accurate proof of loss.

4.16 OTHER SCHEDULES.

A. 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.

B. 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.

4.17 ESCALATOR SERVICEMEN.

In the event that the CTA shall assign the work currently performed by Elevator Constructors (who are now employed by outside contractors) to Elevator Servicemen, it shall pay Elevator Servicemen at the prevailing rate then applicable for Elevator Constructors, according to the formula set forth in Article IV, Section 4.1 C of the Agreement. Nothing herein shall require the CTA to either cease using Elevator Constructors, or to assign such work to Elevator Servicemen.

The Employer shall have available for use by the bargaining unit members a reasonable amount of the reference materials necessary to study for the State of Illinois licensing exam.

4.18 Testing Engineer Progression Progression is only applicable to the positions of Testing Engineer II, III and IV. Promotions into these positions will only be made when vacancies are available and at the Authority's discretion.

A. Time Requirement. Employees will be eligible to test for a progression to the next level after completing the following time requirement.

1. Testing Engineer II -- Two Years' Service as a Testing Engineer I
2. Testing Engineer III -- Two Years' Service as a Testing Engineer II
3. Testing Engineer IV -- Three Years' Service as a Testing Engineer III

B. Candidate List- Work Record Review. A 12-month rolling record review will be conducted for any eligible party. The following criteria will be used regarding record review:

- No Suspensions
- No AWOLs
- No Corrective Case Interviews
- No Final Written Warnings
- No Safety Violations (24 months)
- No Chargeable complaints
- No Chargeable Injuries On Duty
- No Chargeable Accidents
- No more than 2 instances of absence (i.e., unexcused absence, sick book entry, injury off duty)
- No more than 2 instances of Other Time Off
- No more than 2 misses/tardy
- No more than 2 non-safety related violations (i.e., behavioral, procedural or performance)

Any employee failing to pass the record review will not be reconsidered to test for progression to the next level until a full 12 month period has elapsed. At which time, a 12 month rolling record review will be conducted again for that eligible party.

C. Testing. Once a candidate has met the time requirement and passed the record review, they will be eligible to test for the position. The test will be developed by

management and will be specific for each position. It will be altered each time it is given and will reflect the duties and responsibilities that a candidate will be expected to be capable of handling if promoted. These tests may consist of practical, written and oral questions.

ARTICLE V – CLASSIFICATIONS, WAGE RATES AND WORK RULES - FORMER 713

This Article V is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (713).

5.1 WAGE RATES.

A. 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. The Wage Rate Schedules for all employees covered by this Agreement for the period commencing January 1, 2007, are attached hereto as Attachment D and are incorporated by reference herein.

5.2 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	six months	65% of the actual paid rate for Journeyman
Second	six months	68% of the actual paid rate for Journeyman
Third	six months	70% of the actual paid rate for Journeyman
Fourth	six months	75% of the actual paid rate for Journeyman
Fifth	six months	80% of the actual paid rate for Journeyman
Sixth	six months	85% of the actual paid rate for Journeyman
Seventh	six months	90% of the actual paid rate for Journeyman
Eighth	six 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 Electrical Worker during the first forty-eight (48) months of employment in the bargaining unit.

First	12 months	65% of the Electrical Worker rate
Next	12 months	70% of the Electrical Worker rate
Next	12 months	80% of the Electrical Worker rate

Next 12 months	85% of the Electrical Worker rate
Thereafter	100% of the Electrical Worker rate

5.3 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. The number of temporary employees working will not exceed 10% of the number of full-time employees; however, the Authority will be permitted to employ a minimum of two (2) employees, regardless of the size of the Union.

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

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

G. Temporary employees will not accrue seniority.

H. Temporary employees may not work more than 40 hours per week, Monday through Friday.

I. The Authority will be permitted to utilize temporary employees for a period of up to a maximum of three (3) 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 three (3) consecutive months will be considered to be full-time employees with all rights and benefits accruing thereto.

J. 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.

K. 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.

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

M. 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 acknowledgement, by the temporary employee, of the above facts, will be sent to the Union for its files.

N. 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.

O. 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.

5.4 APPRENTICESHIPS. An Electrical Worker Apprentice, upon completion of the four (4) year apprenticeship course, shall be advanced to Electrical Worker at the applicable wage rate. 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."

It is understood that an apprentice shall work alone on any type of work in the Electrical Department of the shops providing the foreman or management decides he is qualified to perform the particular type of work.

A provision concerning Apprentices for the period beginning May 24, 1988 is attached hereto as Attachment E and is incorporated by reference herein.

5.5 HOURS OF WORK.

A. Bus and Rail Shops The starting time for all employees at the Bus Heavy Maintenance Shop (South Shops) and the Rail Car Heavy Maintenance Shop (Skokie Shops) is 0700 hours. For the above-named employees, the hours of the regular work day shall be 0700 to 1530 hours with one-half (1/2) hour for an unpaid lunch and the regular work week will 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 time worked 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 all other employees, the hours of the regular work day shall be from 0700 hours to 1530 hours with one-half (1/2) 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 Bus and Rail Systems Maintenance Department. Double time shall be paid for emergency work, work done on Sunday and on the day 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.

C. 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.

D. Other Schedules

1. 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. .

2. Effective January 1, 2011-2012, 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.

5.6 OVERTIME 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/she shall be charged, for overtime record purposes, the time worked by other employees to complete the overtime assignment.

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.

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 twelve (12) and dividing the result by 52 x 40 and then multiplying the result by the applicable overtime rate.

Scheduled overtime will be announced no later than Thursday noon of each week. The Authority will provide a current overtime list to the union stewards.

The Authority will provide a current overtime list to the Union Stewards.

5.7 EMERGENCY WORK. If an hourly rated employee is called out to perform emergency work during the period extending from the time he leaves the property on his previous assignment until the time he arrives on the property to perform his next regular assignment, the starting time for such emergency work shall be from the time the employee is called, and overtime shall be continuous, except for lunch time, until the employee is released. The rate of pay for this work shall be the employee's normal premium pay rate with a minimum of three (3) hours at the employee's normal premium rate.

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

5.9 GROUP LEADER. Each employee assigned as Electrical Worker Leader of a working group shall, while working in and with such group, receive twenty (20) cents per hour in excess of the classified rate for Electrical Worker. The need for employees in the classification of Electrical Worker Leader will be determined by the Authority. An employee assigned as a Group Leader of a working group will be paid the applicable Group Rate, while working in and with such group, for four (4) or more hours of a regular work day.

5.10 ACTING SUPERVISOR AND ACTING FOREMAN.

A. Electrical Worker 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 Electrical Worker 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 Electrical Worker Foreman for four (4) or more hours of a regular work day will be paid the applicable Acting Foreman rate.

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

5.12 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.

5.13 TOOL REPLACEMENT. The Authority shall be responsible for replacing an employee's personal tools, which are 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 therefore within thirty (30) days of the date the employee submits a complete and accurate proof of loss.

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

Employees shall be entitled to two (2) consecutive scheduled work days off with eight (8) hours pay at their 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 vacations, leaves of absence or periods when sick benefits occur. No pay allowance shall be granted in a case when, because of distance or other cause, the employee does not attend the funeral.

5.15 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 pay day. The employee must furnish the Authority the form provided by the Jury Commission indicating days served on jury on the first day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within fourteen (14) working days, the compensation provided by the Authority shall be deducted from his next regular 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 case 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.

5.16 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.

5.17 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 sixty (60) days, upon application by the employee and approval by 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.

5.18 SENIORITY. Employees covered by this Agreement shall acquire their seniority from the date of employment in the work covered by this Agreement considered in conjunction with the date of their initiation in the Union. CTA will provide at a minimum an annual work location pick. Any picks beyond that shall be done at the discretion of the Authority.

5.19 ELECTRICAL MAINTENANCE MAN. Classification of work for Electrical Maintenance Man consists of inspection of all electrical apparatus in the South Shops of the Bus System and Skokie Shops of the Rail System, locating trouble and repairing same on location.

5.20 ARMATURE WINDER. Classification of work for Class "A" Armature Winder, who for wage rate purposes, is hereby classified as Electrical Worker, consists of armature winding and connecting, repairing armatures, building and repairing all commutators and circuit breakers and building and repairing of heaters and rheostats. Yard Crane Operators shall be considered and for wage purposes are hereby classified as Electrical Workers.

5.21 WIREMAN. Classification of work for Class "A" Wireman, who for wage rate purposes, is hereby classified as CLASS "A" WORKER, consists of complete wiring, or rewiring of cars and buses and repairing all electrical equipment in connection with cars and buses.

5.22 CONTROLLER MAN Classification for work for Class "A" Controller Man, who for wage rate purposes is hereby classified as CLASS "A" WORKER, consists of repairing all types of controllers and controller cylinders.

5.23 SAFETY ISSUES. The Authority will set up a procedure whereby Union stewards have regular, on-going access to appropriate representatives of the Authority to discuss

safety issues. CTA agrees to follow all established federal and state safety guidelines applicable to bucket van and aerial lift work.

5.24 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 kind of the information disclosed pursuant to this Agreement. The Union agrees not to disclose directly or indirectly 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.

The ten (10) most senior eligible candidates for promotion to the position of Foreman or General Foreman shall sit for an objective promotional test administered by the Chicago Transit Authority, provided that they pass the work record review. The individual with the highest score shall be promoted to the position of Foreman and/or General Foreman. If there is a tied score, seniority shall be determinative.

5.25 RETURN TO FORMER CLASSIFICATION. The Authority has the right to return a bargaining unit employee to his/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/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 year after returning to his/her former position.

5.26 PAYCHECKS. If an employee's paycheck is short \$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 \$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.

For new hires and newly transitioned employees whose payment during the pay period constituting the payday cannot be made on the appropriate payday, 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 payday.

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

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

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.

ARTICLE VI – SENIORITY AND WORKING RULES – FIELD AND GENERAL OFFICE

This Article VI is applicable to those employees in job descriptions listed on the Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (Field) and Electrical, Local 134 (General Office).

6.1 SENIORITY. The seniority of each employee, which shall entitle such employee to his preference provided for in this agreement, shall accrue and be determined according to the length of employment in the CTA System Maintenance Division in the department and the groups comprising the bargaining unit covered by this agreement, as defined in Section 6.11; provided however, the foregoing shall not alter or affect seniority rights concerning any vacation, sick leave, annuities or other benefits and privileges to which the employee may be entitled, based upon overall length of service with the Authority.

Employees shall be regarded as temporary employees until they have established seniority; employees may acquire seniority by working three (3) months on the types of work covered by this agreement within a period of six (6) months, in which event the employees will be automatically credited with three (3) months' seniority and become regular employees.

CTA will provide at a minimum an annual work location pick. Any picks beyond that shall be done at the discretion of the Authority.

6.2 LAYOFF AND RECALL. Layoffs of employees because of lack of work and rehiring shall be made as follows:

(a) Employees who have not established seniority on the types of work covered hereunder, shall be laid off first.

(b) Thereafter, employees shall be laid off in the inverse order of such established seniority.

(c) The foregoing provisions of Article VI Section 2.(a) and (b) need not apply if the application thereof would require the Authority to lay off an employee or employees possessed of essential skills necessary to perform properly the work available at the time of layoff, not possessed by an employee or employees with greater seniority.

(d) When adding to the forces, those having established seniority most recently laid off on account of curtailment of work, shall be the first to be reemployed, if available and physically able to return to work and if they possess the qualifications required to have heretofore satisfactorily performed the work available.

(e) Should an employee, who has established seniority with the Authority at the time of being laid off, desire a record of his physical qualifications, the employee shall be entitled to the type of physical examination as was received by him when first employed by the Authority.

6.3 BREAKING SENIORITY. Seniority shall be deemed to have been broken for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged and not reinstated.
- (c) If the employee is absent for three (3) working days, unless a satisfactory reason is given for his absence.
- (d) If the employee who has been laid off fails to return to work within three (3) days after being properly notified at the employee's last known address to report for work and does not give satisfactory reason for failing to report.

(e) If the employee is laid off for 24 consecutive months; however, if the employee's seniority exceeds 24 months, the employee shall not lose his seniority unless he is laid off for a continuous period equal to the bargaining unit seniority he had acquired at the time of such layoff. However, in cases where employees with five (5) or more years' seniority are laid off in excess of five (5) continuous years, the seniority of such employees shall terminate.

6.4 PROMOTIONS. Promotions, including promotions to the position of General Foreman, shall be based upon seniority, ability and qualifications; ability and qualifications being sufficient, seniority shall prevail. Should a senior employee decline a promotion, it shall not have the effect of preventing consideration of the employee for future promotions.

Employees who are promoted to jobs related to but not specifically included in the bargaining units covered by this agreement, shall continue to accumulate seniority in the groups from which they have been promoted as long as they remain members of Local Union 134 in good standing.

6.5 LEAVE OF ABSENCE. Employees who have established seniority with the Authority, may be granted 60 days leave of absence for other than sickness, injury or recuperation therefrom, with the written approval of the Authority. Provided they can be spared from duty with the Authority, such leave may be increased to six (6) months with the written approval of the President of the Authority or someone delegated for this purpose by him, and while on such leave, an employee shall not be deemed to have forfeited any seniority he may have heretofore established. Employees remaining away for more than the leave granted, or accepting employment elsewhere while on such leave without the sanction of the Authority shall be deemed to have forfeited their seniority.

(a) All time out of service due to leave of absence in excess of thirty (30) days in a contract year, shall be deducted in determining the employee's seniority or years of service and automatic wage advances shall be suspended during such excessive leave of absence.

(b) Notwithstanding any of the other terms hereof, an employee who has been laid off shall be deemed to have lost all accumulated seniority and all rights to be reemployed, unless the employee registers in person or by registered mail with the Authority at least once each year within ten (10) days prior to or following January 1st of the year under consideration.

(c) 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.

6.6 REEMPLOYMENT OF FURLOUGHED EMPLOYEES WHO HAVE BEEN IN THE UNITED STATES MILITARY SERVICE OR FURLOUGHED INJURED EMPLOYEES.

Any regular employee covered by this agreement, who is called to, or being subject to draft, enlists in a period of War Emergency, in any branch of the Armed Services or Merchant Marine, shall continue to accumulate seniority with the Authority during such absence. Upon honorable discharge and return to work, the regular rules of seniority shall prevail for employees below that employee on the seniority list and providing the employee applies for reinstatement within three (3) months after being eligible for discharge. This shall be subject to the governmental rulings controlling such military service and rights.

(a) Any regular employee covered by this Agreement who receives a compensable injury while on duty shall continue to accumulate seniority and upon recovery shall be reinstated to his former position with full seniority, providing the employee made application for such reinstatement within three (3) months of such recovery and is physically qualified to perform the work.

(b) In the event a special job is created for a partially disabled employee, including partially disabled furloughed employees desiring to return to work, who have been honorably discharged from the United States Military Service, it may be mutually agreed between the Authority and Local Union 134 to suspend or alter the seniority provisions of this Agreement with respect to such employee or employees.

6.7 SUBSTATION PERSONNEL. Incumbents in substation operating classifications, as of December 1, 1967, and who remain in these classifications, shall retain their present sick pay fringe benefits.

Employees entering the substation district after December 1, 1967 will not participate in the sick leave plan provided to incumbent substation personnel prior to December 1, 1967. However, they will be eligible to receive benefits of the 7-Day Sick Pay provision and the twenty-six (26) weeks Accident and Sickness Provision.

Attending shifts in any substation for which the overtime rate of pay is applicable and necessary shall be distributed among the Attendants regularly assigned to that substation insofar as is possible with due regard to the proper and safe operation of the substation.

6.8 SAFETY ISSUES. The Authority will set up a procedure whereby Union stewards have regular, on-going access to appropriate representatives of the Authority to discuss

safety issues. CTA agrees to follow all established federal and state safety guidelines applicable to bucket van and aerial lift work.

6.9 CONTAMINATED CLOTHING. The Authority will reimburse an employee for, or replace, clothing contaminated by PCB's, under procedures to be developed within 60 days of ratification of this Agreement; provided, however, that the employee must have followed all applicable Authority safety procedures.

6.10 EMERGENCY NOTICE. A procedure will be set up to ensure that employees receive prompt notice of family emergencies.

6.11 FACILITIES INTERDEPARTMENTAL TRANSFERS. Employees represented by Local 134, IBEW, in the CTA's System Maintenance Division will be allowed to express an interest in writing to transfer from one group to another within the Division. If an opening is to be filled in any one of the groups listed below, employees who have expressed interest in transferring will be allowed the opportunity to transfer in group seniority order to said group within the Division before the position is filled by an employee transferring from another department or by posting or by outside hire; provided:

1. The employee is a journeyman.
2. The employee passes applicable tests.
3. The transfer is in accordance with the Authority's Affirmative Action Goals.

For the purposes of the above, "groups" are defined as follows:

System Maintenance

1. Power and Way Maintenance
 - a. Substation Maintenance
2. System Maintenance Support
 - a. Communication Technicians
 - b. Testing Engineers
3. Facility Maintenance
 - a. Maintenance Construction
 - b. Building and Grounds
 - c. Escalators
 - d. Light Maintenance

Before an opening in said group is filled, all employees who have shown an interest in transferring into another group will be allowed to take any necessary tests and must pass such

necessary tests for transfer. The employee, after transferring, will go to the bottom of the seniority list within that group, which will affect:

1. Promotions to General Foreman, Relief Foreman, Foreman and Acting Foreman - all promotions within the bargaining unit.
2. Picking of vacations.
3. Overtime.

In the case of a company initiated transfer, all transferring employees shall maintain their original group seniority. Employees who transferred under the auspices of the contract prior to March 29, 1995, will maintain their "B" Electrical Seniority regardless of the area in which it was initiated. (This does not include former 713 employees).

6.12 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 kind of the information disclosed pursuant to this Agreement. The Union agrees not to disclose directly or indirectly 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.

6.13 RETURN TO FORMER CLASSIFICATION. The Authority has the right to return a bargaining unit employee to his/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/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 year after returning to his/her former position.

6.14 PAYCHECKS. If an employee's paycheck is short \$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 \$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.

For new hires and newly transitioned employees whose payment during the pay period constituting the payday cannot be made on the appropriate payday, 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 payday.

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

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

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.

ARTICLE VII - HOURS AND OVERTIME RATES - FIELD AND GENERAL OFFICE

This Article VII is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical 134 (Field) and Electrical 134 (General Office).

7.1 HOURS OF WORK – SUBSTATION ATTENDANTS. Eight consecutive hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a regular day's or night's work and five (5) consecutive days, as nearly as is practicable, shall constitute a regular work week for all Substation Attendants.

Time and one-half (1 ½) the straight time hourly rate shall be paid to substation personnel for all time worked in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift, except that when changeover is made, only straight time shall be paid for the second eight (8) hours. Time and one-half (1 ½) the straight time hourly rate shall be paid for all time worked in excess of forty (40) hours in any calendar week, less all time for which daily overtime has been earned. Time and one-half (1 ½) the straight time hourly rate plus eight (8) hours' holiday pay shall also be paid to substation personnel for all time worked on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day, Christmas Day and the day observed for the employee's Anniversary of Birth, or the days celebrated for such holidays.

7.2 HOURS OF WORK – MAINTENANCE ELECTRICIANS. The hours of work and regular work day in the case of Maintenance Electricians, except those assigned to the electrical maintenance vans, and their respective foremen shall be eight (8) hours from 7:00 A.M. to 3:30 P.M., with one-half (1/2) hour intermission for lunch, and the regular work week shall be Monday through Friday, inclusive.

Maintenance Electricians, except those assigned to the electrical maintenance vans, shall be paid time and one-half (1 ½) their straight time hourly rate for all time worked outside the hours of the regular work day on Monday through Saturday inclusive and double time on Sundays.

7.3 HOURS OF WORK - VAN ELECTRICIANS. Eight (8) consecutive hours per day or night in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift, shall constitute a regular day's or night's work, and five (5) consecutive days, as nearly as is practicable, shall constitute a regular work week for Maintenance Electricians assigned to the electrical maintenance vans.

Maintenance Electricians assigned to the electrical maintenance vans shall be paid time and one-half (1 ½) their straight time hourly rate for all time worked in excess of eight (8) hours per day or night in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift and for all time worked in excess of forty (40) hours in any calendar week less all time for which daily overtime has been earned.

Maintenance Electricians assigned to the electrical maintenance vans shall be paid time and one-half (1 ½) their straight time hourly rate for the first eight (8) hours of work on a regularly scheduled Sunday or holiday shift plus eight (8) hours holiday pay if such regularly scheduled work falls on a holiday or the day celebrated for such holiday covered by this Agreement.

7.4 HOLIDAY PAY. Maintenance Electricians, except those assigned to the electrical maintenance vans, who work on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled work day preceding Christmas Day, Christmas Day and the day observed for the employee's Anniversary of Birth or the days celebrated for such holidays, shall receive double their straight time hourly rate for all time worked plus eight (8) hours' holiday pay.

7.5 OTHER SCHEDULES.

A. 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

B. 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.

ARTICLE VIII - HOLIDAYS - FIELD AND GENERAL OFFICE

This Article VIII is applicable to those employees in job classifications listed on the Wage Rate Schedules (Attachment D) entitled Electrical 134 (Field) and Electrical 134 (General Office).

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

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.

Employees in General Office Classifications covered by this Agreement are not eligible for the holiday provisions covering either Good Friday or the scheduled work day preceding Christmas Day. They shall, however, be granted their anniversary of employment date as a holiday.

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

8.3 MARTIN LUTHER KING, JR. HOLIDAY. Employees who have more than one (1) 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.

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

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

8.5 DAY AFTER THANKSGIVING. 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.

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

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

8.7 SDO - HOLIDAY CONFLICT. When an employee's scheduled day off falls on one of the paid holidays covered by this Agreement, except Easter Sunday, or the days celebrated for said holidays, he will receive in lieu of the holiday pay a subsequent day off with eight (8) hours pay at his classified rate at a future time mutually satisfactory to the Authority and the employee within sixty (60) days of the day celebrated for such holiday, except as

provided elsewhere in this Agreement, relating to the day celebrated for the employee's anniversary of birth and Easter Sunday. The subsequent holiday pay shall not be used in any computation or determination of daily or weekly overtime.

Employees whose scheduled day off occurs on Easter Sunday will receive in lieu of holiday pay a subsequent day off with eight (8) hours pay at his classified rate. However, such employees must advise their supervisor of the date of this subsequent day off prior to Easter Sunday. The subsequent holiday pay shall not be used in any computation or determination of daily or weekly overtime.

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

8.9 TEMPORARY ASSIGNMENTS. 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.

ARTICLE IX - HOLIDAYS - FORMER 713

This Article IX is applicable to those employees in job classifications listed on Wage Rate Schedules (Attachment D) entitled Electrical, Local 134 (713).

9.1 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 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.

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

9.3 MARTIN LUTHER KING, JR. HOLIDAY. Employees who have more than one (1) 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 that 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.

9.4 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 at straight time pay. The Authority will have the necessary flexibility to establish the rules and procedures under which the personal day will operate.

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

9.5 SICKNESS BENEFITS INTERACTION. If an employee, who is eligible for a paid holiday as set forth above, is absent from work because of illness or injury and is currently receiving wages under the Seven Day Sick Plan, Accident and Sickness Insurance 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.

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

9.7 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.

9.8 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 holiday pay.

ARTICLE X - VACATIONS

10.1 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.

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

10.3 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.

10.4 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.

10.5 BREAKS IN SERVICE. For the purpose of determining eligibility for the vacation allowance, continuous service will be interpreted to include a break, or breaks in service aggregating not more than three years, provided such break, or breaks, in service was the result of a layoff or layoffs, initiated by management and provided further that the employee returned to work when called. If an employee's continuous service record includes such a break, or breaks in service, in which the aggregate exceeds three years, he may still qualify for a three (3) weeks', four (4) weeks', five (5) weeks', six (6) weeks' or seven (7) weeks' vacation, provided his 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, thirty (30) years or thirty-nine (39) years as the case may be. (See also Section 10.8)

10.6 200 DAY REQUIREMENT. To receive the established normal vacation allowance, the employee must have worked at least 200 days during the preceding calendar year. If the employee worked less than 200 days during that year, he will receive only a pro-rated 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.

10.7 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.

10.8 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 of the Authority 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 Allowance</u>	<u>Vacation Pay</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

10.9 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 pro-rated 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 pro-rated 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 200	4
365	200 Plus	5

10.10 ALLOWANCE 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 one (1), two (2), three (3), four (4), five (5), six (6) or seven (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.

10.11 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.

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

10.13 RANDOM VACATION DAYS.

A. FIELD AND GENERAL OFFICE PERSONNEL. All employees covered by this Agreement who have earned and are eligible for a vacation allowance of two (2) or more weeks on June 1st of the VPY may, with the consent of their immediate supervisor, be granted five (5) random days for personal reasons during VPY. All such days off shall be deducted from one (1) week of the employee's vacation allowance. Such days shall be deducted from one (1) week of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select five (5) random days of vacation at the time he selects his regular vacation period.

Effective with the Vacation Plan Year commencing June 1, 1988, all employees who have earned and are eligible for a vacation allowance of three (3) or more weeks on June 1st of the Vacation Plan Year may, with the consent of their immediate supervisor, be granted ten (10) random days for personal reasons during a Vacation Plan Year. All such days off shall be deducted from two (2) weeks of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select ten (10) random days of vacation at the time he selects his regular vacation period.

B. FORMER LOCAL 713 EMPLOYEES. The following procedure will be utilized:

1. Those employee who are eligible for two (2) or more complete weeks may elect to pick one of those weeks on a random-day basis.

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

3. The option to select one 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.

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

5. All unused random vacation days of the previous vacation year must be selected by April 15th and used prior to May 31st.

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

7. Random days not taken by the end of the VPY will be lost to the affected employee.

8. 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.

9. Effective with the Vacation Plan Year commencing June 1, 1988, all employees who have earned and are eligible for a vacation allowance of three (3) or more weeks on June 1st of the Vacation Plan Year may, with the consent of their immediate supervisor, be granted ten (10) random days for personal reasons during a Vacation Plan Year. All such days off shall be deducted from two (2) weeks of the employee's vacation allowance. Such days shall not be made cumulative from year to year. The employee shall advise his supervisor that he will exercise his option to select ten (10) random days of vacation at the time he selects his regular vacation period.

10.14 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.

10.15 EMERGENCY VACATIONS. 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.

ARTICLE XI - INSURANCE AND SICKNESS BENEFITS

11.1 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.

11.2 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.

11.3 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.

11.4(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	

Option 3 Plan

	<u>In-network</u>	<u>Out-of-network</u>
Deductible (Single/Family)	\$250/\$500	\$500/\$1000
Coinsurance	80%	60%
Out of Pocket Limit (Single/Family)	\$2500/\$5000	\$5000/\$10,000
Office Visits (after deductible)	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	

Opt Out Option

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

Effective after April 30, 2013:

Overview of PPO Plan Design Options

BC BS PPO

PPO Option 1 (100% Plan) Available through December 31, 2013	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013 This plan will be discontinued on 12/31/2013.	
Annual Deductible (Individual / Family)	\$250/\$500	\$500/\$1,000
Annual Out-of-Pocket Limit* (Individual/Family)	\$0	\$1,500/\$3,000
Plan Payment Level	100%	80%
Emergency Room Services (Waived if Admitted)	\$100 copay / visit	
Office Visits (After Deductible)	100%	\$25 copay, then 80%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	5/1/13: \$105/\$210	

PPO Option 2 (90% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	\$350/\$700	\$1,000/\$2,000
Annual Out-of-Pocket Limit*	\$1,000/\$2,000	\$2,000/\$4,000

(Individual/Family)		
Plan Payment Level	90%	70%
Emergency Room Services (Waived If Admitted)	\$100 copay / visit	
Office Visits (After Deductible)	90%	\$25 copay/visit, then 70%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail (30-Day Supply)	Generic: \$5 Brand Formulary: \$15 Brand Non-Formulary: \$35	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	5/1/13: \$78/\$158 1/1/14: \$95/\$180 1/1/15: \$105/\$195	
PPO Option 3 (80% Plan)	In-Network	Out-of-Network
Effective Date	Coverage effective 5/1/2013	
Annual Deductible (Individual / Family)	\$500/\$1,000	\$1,500/\$3,000
Annual Out-of-Pocket Limit* (Individual/Family)	\$2,500/\$5,000	\$3,000/\$6,000
Plan Payment Level	80%	60%
Emergency Room Services (Waived If Admitted)	\$100 copay / visit	
Office Visits (After Deductible)	80%	\$25 copay/visit, then 60%
Wellness Services (as required under PPACA)	100%, not subject to deductible	Not Covered
Prescription Drugs – Retail	Generic: \$10 Brand Formulary: \$25 Brand Non-Formulary: \$45	
Prescription Drugs – Mail Order (90-Day Supply)	2 X Retail Copayment	
Lifetime Maximum	None	
Monthly Employee Contributions (Individual/Family)	5/1/13: \$50/\$105 1/1/14: \$70/\$140 1/1/15: \$80/\$150	

* The Annual out-of-pocket excludes co-payments, annual deductibles, and charges in excess of any Usual & Customary (U&C) charges. This provision is subject to litigation. The outcome of that litigation will be applicable herein.

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