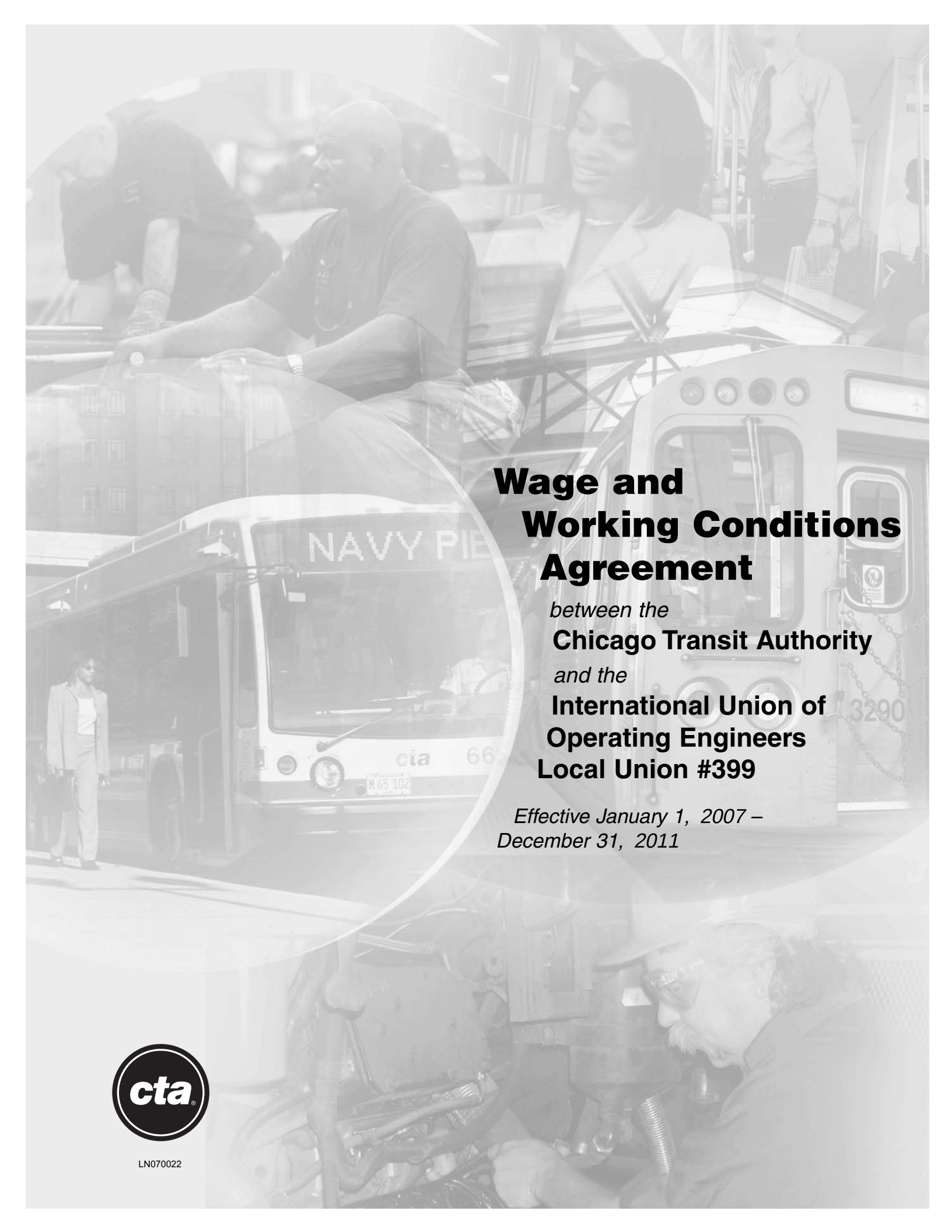




Wage and Working Conditions Agreement

between the
Chicago Transit Authority
and the
**International Union of
Operating Engineers
Local Union #399**

*Effective January 1, 2007 –
December 31, 2011*



LN070022

**CHICAGO TRANSIT AUTHORITY -
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 399**

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THIS AGREEMENT, made and executed in duplicate as of the 1st day of January, 2007, by and between the CHICAGO TRANSIT AUTHORITY, a municipal corporation (hereinafter, for convenience, called the "Authority"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 399, (hereinafter, for convenience, called "Local 399" or "Union"),

WITNESSES:

ARTICLE I - UNION RECOGNITION AND AUTHORITY AND UNION RESPONSIBILITY

1.1 UNION RECOGNITION AND SCOPE The Authority recognizes the Union as the sole and exclusive bargaining agent for all of its employees employed by the Authority in the South Shops of the Bus Systems Maintenance Department of the Authority included in the classifications of STATIONARY ENGINEER, STATIONARY ENGINEER LEADER, CHIEF OPERATING ENGINEER AND ENGINEER TRAINEE, excluding Superintendents, Assistant Superintendents, General Foremen, Assistant General Foreman, Assistant Foremen, and all other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and also excluding all those employees doing office or clerical work, confidential employees, professional employees and all other employees in said departments in classifications other than the classifications above specifically set forth. It is expressly understood and agreed that the terms and provisions of this Agreement shall not cover any employee for whom any other labor organization is the proper bargaining agent.

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

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 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 time be subject to general CTA rules applicable to non-employees.

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

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

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

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

1.6 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.

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

1.8 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. The Union 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.

1.9 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 (1) year after returning to his/her former position.

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

2.1 WAGE RATES

A. The wage rates for employees covered by this Agreement shall be increased by three percent (3.00%) effective January 18, 2008 (agreed nonretroactive 2007 increase), by three percent (3.00%) effective January 18, 2008, by three percent (3.00%) effective January 1, 2009, and by three and one-half percent (3.50%) effective January 1, 2010.

1. Effective January 18, 2008 the top hourly rate for Stationery Engineers will be \$29.462 (agreed nonretroactive 2007 increase).
2. Effective January 18, 2008 the top hourly rate for Stationery Engineers will be \$30.346.
3. Effective January 1, 2009 the top hourly rate for Stationery Engineers will be \$31.256.
4. Effective January 1, 2010, the top hourly rate for Stationery Engineers will be \$32.350.

B. Effective January 1, 2011, employees in the classifications of Chief Operating Engineer Foreman and Stationery Engineer shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently in use by the United States Department of Labor in administering the Davis-Bacon Act.

C. Effective on July 1 of each year of this Agreement beginning in 2011, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 2.1.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 2.1.B above the Employer will not adjust said wage rates more than one time in any calendar year. The Chief Executive Officer of the Union shall annually certify to the Chicago Transit Authority the adjustment, if any, to the above referenced hourly wage

rates to be made on each July 1 during the term of this Agreement. Upon request of the Chicago Transit Authority, the Union shall provide reasonable evidence to support such certification.

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

E. Employees hired into the classification of Engineer Trainee will be paid in accordance with the following schedule and are not subject to Article II, A through D:

New Trainee Hourly Rate Schedule –	
Starting Rate	\$10.50
After 12 months	\$11.75
After 24 months	\$13.25
After 36 months	\$14.00

2.2 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 (90) 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 thirty (30) days of employment.

F. Temporary employees will not accrue seniority.

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

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

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

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

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

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

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

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

2.3 HOURS OF WORK

A. Facilities Maintenance Department 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 day's or night's work and five (5) days in any calendar week of eight (8) consecutive hours per day or night in any continuous twenty-four (24) hours, as aforesaid, shall constitute the work week. Time and one-half (1-1/2) the straight time hourly rate shall be paid 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 (1-1/2) 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.

B. 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.

2.4 OVERTIME

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

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

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

2.5 EMERGENCY WORK

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

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

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

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

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

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

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

2.8 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 work day following his release from jury duty. Should an employee fail to furnish the Authority the form provided by the Jury Commission within 14 working days, the compensation provided by the Authority shall be deducted from his next regular pay check. Any overpayment of compensation paid by the Authority resulting from days excused for 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.

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

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

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

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

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

2.13 LEADER The position of Stationary Engineer Leader will be established within the bargaining unit. The Leader will be required to have knowledge of water treatment and perform monitoring duties in connection with water treatment. The Leader will receive a premium of \$0.20 per hour.

2.14 FOREMAN The position of Stationary Engineer Foreman will be established within the bargaining unit. This position will be a working foreman position. However, effective the date of ratification of the 2000-2003 contract, the position will be known as Chief Operating Engineer.

2.15 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.

ARTICLE III – HOLIDAYS

3.1 PAID HOLIDAYS For all employees covered by this Agreement, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the scheduled work day preceding Christmas Day and Christmas Day or days celebrated for such holidays will be paid holidays. Employees who 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.

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

3.3 ANNIVERSARY OF BIRTH Employees must have more than one year of continuous service in order to be eligible for holiday pay on their anniversary of birth. The intent of this provision is that an employee would be eligible for a paid holiday for his birthday next succeeding completion of one year of service.

An employee may select the day off in observance of his anniversary of birth any time within the contract year, providing he makes arrangements for the day off with his supervisor a minimum of ten (10) days in advance of the day selected. If an employee substitutes another day off in lieu of the date of his anniversary of birth, he shall receive only straight time for the hours worked during the period of his normal work day on his anniversary of birth.

3.4 ANNIVERSARY OF EMPLOYMENT All employees who have more than one year of continuous service with the Authority will be eligible for holiday pay on their anniversary of employment. The intent of this provision is that an employee would be eligible for this paid holiday beginning with the employee's second (and successive) anniversary of employment.

An employee may select the day off in observance of his anniversary of employment any time within the contract year, providing the employee makes arrangements for the day off with his or her supervisor a minimum of ten (10) days in advance of the day selected, and provided that manpower requirements permit the selection of a particular day. If an employee substitutes another day in lieu of the date of his or her anniversary of employment, the employee will receive only straight time for the hours worked during the period of his or her normal work day on his or her anniversary of employment.

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

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

3.6 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.

3.7 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.

3.8 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.

3.9 HOLIDAY PAY 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 IV - VACATIONS

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

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

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

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

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

4.6 200 DAY REQUIREMENT To receive the established normal vacation allowance, the employee must have worked 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 work day requirement for vacation eligibility, not more than 30 working days' absence because of certified illness or off duty injury shall be included as days worked.

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

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

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

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

4.8 VACATION FORMULA

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

<u>Years Of Continuous Service</u>	<u>Vacation Allowance</u>	<u>Vacation Pay</u>
1 yr. but less than 2 yrs.	5 consecutive days	40 hours
2 yrs. but less than 5 yrs.	10 consecutive days	80 hours
5 yrs. but less than 10 yrs.	15 consecutive days	120 hours
10 yrs. but less than 20 yrs.	20 consecutive days	160 hours
20 yrs. but less than 30 yrs.	25 consecutive days	200 hours
30 yrs. but less than 31 yrs.	30 consecutive days	240 hours
31 yrs. but less than 33 yrs.	31 consecutive days	248 hours
33 yrs. but less than 35 yrs.	32 consecutive days	256 hours
35 yrs. but less than 37 yrs.	33 consecutive days	264 hours
37 yrs. but less than 39 yrs.	34 consecutive days	272 hours
39 yrs. 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

4.9 PRORATION FORMULA Employees in the continuous service of the Authority as of June 1st of a VPY who have not worked at least 200 days during the preceding calendar year, will receive a paid vacation 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 Full Vacation Requirement</u>
	.500 Vacation Multiplier
	30 Days Vacation Allowance for Emps. with 30 years Service
Multiply by	<u>.500 Vacation Multiplier</u>
	15.0 Vacation Allowance in Work Days

The pro-rated allowance for employees with less than one (1) year of services 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

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

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

4.12 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 prorated on the number of days actually worked during the current calendar year.

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

1. Those employees who are eligible for three (3) or more complete weeks may elect to pick one of those weeks on a random basis.
2. Those employees who are eligible for four (4) or more complete weeks of vacation may elect to pick two of these weeks on a random day basis.
3. The Authority will establish quotas in accordance with manpower availability and past practice.
4. The option to select one or two weeks 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 three (3) working days prior notice is given, except where permission is granted by the foreman.
5. Once selected, random days may not be changed without permission of the Authority.
6. All unused random vacation days of the VPY must be selected by April 15th and used prior to May 31st.
7. Random days may not accumulate into the next VPY.
8. Those random days not taken by the end of the VPY will be lost to the affected employee.
9. Random days will take precedence over an employee's request for a day off. An employee who takes a requested day off will have such day charged against any random vacation days or floating holidays he may have remaining.

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

4.15 EMERGENCY VACATION 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 V - INSURANCE AND SICKNESS BENEFITS

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

5.2 LIFE Group Life Insurance in the amount of \$8,000.00 on the life of each full-time permanent active employee who has been in the employ of the Authority continuously for not less than twelve (12) months, but less than five (5) years of service; and \$18,000.00 on the life of each full-time regular employee actively employed who has been in the employ of the Authority continuously for five (5) or more years of service. Group Life Insurance shall provide double indemnity coverage for accidental death. Group Life Insurance required under this paragraph will be provided at the expense of the Authority.

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

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

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

Said Accident and Sickness Coverage shall not cover any period of incapacity for which the employee is entitled to indemnity or compensation under any Workers' Compensation Act; provided, however, that the Authority shall be liable to the extent of the difference between \$200.00 per week and such weekly compensation allowance, if less than \$200.00 per week, for a period not to exceed twenty-six (26) weeks.

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

5.4 (A) COMPREHENSIVE MAJOR MEDICAL, ACTIVE EMPLOYEES AND ELIGIBLE DEPENDENTS Comprehensive major medical benefits including hospital, surgical, medical, laboratory, X-ray and ancillary services for each full-time permanent employee and eligible dependents described below, who has been in the employ of the Authority continuously for not less than three (3) months, while necessarily confined in a hospital, as defined in the master policy, because of bodily injuries, sickness or disease and on the advice and under the care of a licensed physician or surgeon, providing 80% of full payment of the usual and customary cost of a semi-private hospital room; 80% of full payment of the usual and customary cost for services rendered and hospital supplies furnished by the hospital and not included in the hospital room charges; full hospital benefits paid in accordance with above for maternity; provided in all of the above situations the employee or dependent fully complies with the Utilization Review Program (pre-certification, continued stay, utilization review, discharge planning and for surgical procedures in which a second opinion was obtained or waived); 80% of full payment for usual and customary cost of emergency hospital out-patient services incurred within 72 hours on account of accidental bodily injuries; payment of medical expense incurred by the employee for any treatment rendered to the employee by the attending licensed physician while so confined, but

not in excess of (a) 80% of usual and customary charges for one visit; (b) one (1) visit in any one (1) day; (c) 365 visits during any calendar year; however, without limitation of other exceptions and exclusions contained in the master policy of insurance, the aforesaid medical expense shall not include any expense incurred by the employee for: (a) treatment in connection with any dental work or procedure; (b) eye examination for the fitting of glasses or for drugs or medicines; (c) treatment for or on account of: (1) injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit or (2) disease for which the employee is entitled to indemnity in accordance with provisions of any Worker's Compensation or similar law; diagnostic laboratory and X-ray out-patient examination expense benefits will be paid at 80% of usual and customary charges. In the event the employee or dependent fails to comply with the Utilization Review Program, the above coverage will be provided on a reduced basis equal to 80% of the otherwise reimbursable expense. (For example, if the plan pays 80% of usual and customary charges, the plan will pay 80% of 80% = 64% of usual and customary charges.) Non-emergency comprehensive major medical benefits described above will be provided at 100% of usual and customary charges after the deductible, if such services are provided by a PPO network physician and at a PPO network hospital selected from a listing maintained by the Benefit Services Department. Subject to meeting the requirements of the Utilization Review Program described above, emergency comprehensive medical benefits will be paid at 100% of usual and customary charges after the deductible if provided by a PPO network hospital or if the emergency care results in a hospital admission, or at 80% of usual and customary charges if provided by a non-PPO network hospital or if the emergency care does not result in a hospital admission. Comprehensive major medical expense benefits provide up to a lifetime maximum of \$1,000,000.00 after a \$100.00 employee calendar year deductible. The \$200.00 family calendar year deductible may be satisfied by any family combination which in aggregate equals \$200.00 excluding costs incurred under the CTA Group Dental Plan. The percentage payable is 80% for out-patient hospital pre-admission testing and out-patient surgery provided by non-network physicians at non-network facilities; the percentage payable is 100% for out-patient hospital pre-admission testing and outpatient surgery provided by network physicians at network facilities. Second surgical opinions, well baby and neonatal care are paid at 100%. The deductibles apply to all services. The annual out of pocket limit (deductibles plus co-payments for usual and customary charges) is \$1,200.00 for employees and \$2,400.00 for families. Inpatient and outpatient psychiatric benefits include treatment for mental and nervous conditions and alcohol and substance abuse; the lifetime maximum benefit is \$25,000.00. Inpatient psychiatric services are treated as any other condition and are subject to the use of network physicians and hospitals and the Utilization Review Program. Outpatient psychiatric services are paid at 80% of usual and customary charges to a maximum of 30 visits per year, subject to the use of network physicians and hospitals and the Utilization Review Program.

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/\$100
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.

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

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

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

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

- (a) Treatment not certified by a doctor as being necessary in connection with an accidental bodily injury.
- (b) Treatment received more than three (3) months following the date the injury occurred.
- (c) Treatment on or to the teeth.

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

Covered Drug Charges shall not include expenses incurred for drugs:

- (1) obtained without a prescription,
- (2) which are non-legend drugs or for injectable drugs other than injectable
- (3) to eligible persons while such persons are confined as in-patients in a hospital, extended care facility or any similar institution,
- (4) which an eligible person is entitled to receive without charge from a municipal, state or federal program, except Title XIX of Social Security Amendments of 1965 (Public Law 89-97, 89th Congress, First Session), or any source whether contributory or not,
- (5) which, when taken in accordance with the physician's directions, are in excess of a 34 day supply without necessity of a refill, except for 100 unit doses of a natural thyroid product and nitroglycerin,
- (6) for any prescription refill in excess of the number specified by the physician,
- (7) devices of any type, even though such devices may require a prescription, such as but not limited to, contraceptive devices, artificial appliances, hypodermic needles, syringes or similar devices,
- (8) charges for the administration or injection of any drug,
- (9) any drug which is consumed at time and place of prescription order, or
- (10) drugs for which the reasonable and customary charge is less than the deductible under the plan.

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

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

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

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

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

Payment will be made for the covered dental charges which exceed the deductible amount, described below, up to \$2,000.00 per calendar year.

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

- (1) with respect to fixed bridgework, crowns, inlays, onlays or gold restorations, on the first date of preparation of the tooth or teeth involved;
- (2) with respect to full or partial dentures, on the date the impression was taken;
- (3) with respect to endodontics, on the date the tooth was opened for root canal therapy.

5.5(B) CASH DEDUCTIBLE

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

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

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

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

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

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

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

5.5(C) PREVENTIVE SERVICES AND SUPPLIES (Covered at 100%)

(a) Charges for cleaning and scaling of teeth, but not more than twice in a calendar year.

(b) Charges for fluoride application to a child's teeth, but not more often than once in a calendar year.

(c) Charges for space maintainers and their fittings.

5.5(D) DIAGNOSTIC AND THERAPEUTIC SERVICES (Covered at 90%)

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

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

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

(c) charges for a diagnostic oral examination are covered only once in a 6 month period.

(2) Charges for emergency treatment for relief of dental pain on a day for which no other benefit other than for X-rays is payable hereunder.

(3) Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or post-operative examination.

(4) Charges for treatment of the gums and supporting structure of the teeth.

(5) Charges for root canals and other endodontic treatment.

(6) Charges for general anesthetics and their administration in connection with oral surgery, periodontics, fractures or dislocations.

(7) Charges for injectable antibiotics administered by a dentist or physician.

5.5(E) RESTORATIVE SERVICES AND SUPPLIES (Covered at 50%)

Charges for fillings and crowns necessary to restore the structure of teeth, broken down by decay or injury, but:

- (1) the charge for a crown or gold filling will be limited to the charge for a silver, porcelain or other filling, unless the tooth cannot be restored with such other material; and
- (2) the charge for replacement of a crown or gold filling is covered only if the crown or filling is over five (5) years old.

5.5(F) PROSTHETIC SERVICES AND SUPPLIES (Covered at 50%)

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

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

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

5.5(G) NOT COVERED Not covered under any section of these benefits are charges for:

- (1) Treatment by someone other than a dentist or physician, except where performed by a duly qualified technician under the direction of a dentist or physician;
- (2) Orthodontic treatment other than for related extractions or space maintainers;
- (3) Services and supplies partially or wholly cosmetic in nature;
- (4) Facing on pontics or crowns posterior to the second bicuspid;
- (5) Training in or supplies used for dietary counseling, oral hygiene or plaque
- (6) Procedures, restoration and appliances to increase vertical dimension or to restore occlusion; and
- (7) Services and supplies in connection with injury caused by war whether declared or not, or by international armed conflict.

5.6 VISION CARE PLAN The Authority will provide a Plan "A" Vision Care Plan.

The Authority will pay 75% of the employee's premium and the employee will pay 100% of the applicable dependent premium, if he elects to enroll his dependents. The Authority will provide an annual opportunity for employees to enroll in the Vision Care Plan. Once enrolled, employees must remain in the Vision Care Plan for the duration of the Agreement.

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

HMO Plan Designs

Unicare HMO

	<u>In-network</u>	<u>Out-of-network</u>
Office Visit Copay	\$10	None
Emergency Room Copay	\$15	
Prescription Drug Copay		
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.		\$21.50/\$55.68

HMO Illinois

	<u>In-network</u>	<u>Out-of-network</u>
Office Visit Copay	\$10	None
Emergency Room Copay	\$15	
Prescription Drug Copay		
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.		\$34.19/\$73.78

Opt Out Option

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

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

5.7(B) EMPLOYEE PREMIUM DEDUCTIONS – HMOs The Employee Premium deduction formula in reflecting 75% of the premium increase, 2003 over 2002 and the caps of \$.11 per hour and \$.20 per hour single/family, respectively will be utilized. These deductions will not apply to retirees or part-time employees.

5.8 DENTAL MAINTENANCE ORGANIZATIONS - DMOs If practical, employees will be permitted to participate in DMOs approved by the Authority and the Union. The Au-

thority shall contribute one-hundred percent (100%) of the premium cost of the employee's own premium or an amount equal to 100% of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount. The Authority shall contribute seventy-five percent (75%) of the premium cost of the dependents' premium or an amount equal to seventy-five percent (75%) of the employer paid premium for the Dental Plan (Section 5.5(A)), whichever is the lesser amount.

5.9 PRE-TAX EMPLOYEE CONTRIBUTIONS If practical, the Authority will establish a "premium conversion only" cafeteria plan for employee contributions for dependent dental premiums and, where applicable, any other health program contributions. Each employee eligible for coverage will elect annually to have his or her contributions paid on a pre-tax basis, thereby reducing his or her federal, state and local income taxes to the extent provided by the Internal Revenue Code section 125.

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

- (a) legal wife or husband,
- (b) unmarried children from birth to age 19 years, and
- (c) unmarried children 19 years, but under 23 years of age, who have their legal residence with the employee, who are wholly dependent upon the employee for maintenance and support and for whom the employee is legally responsible for the child's actions, and who are in regular full-time attendance at an accredited secondary school, college or university. The coverage of a dependent child shall not cease because of the attainment of the anniversary of his date of birth specified in the definition of "dependent" hereunder, if proof is furnished to the Authority within 31 days after such anniversary that on such anniversary the dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that such child became so incapable prior to the attainment of age 19 and that such child is chiefly dependent upon the employee for support and maintenance. The coverage as to such child will continue while such incapacity continues and while the employee's insurance with respect to his dependents remains in force, provided such child meets all the requirements of the definition of "dependent" except age. The Authority shall have the right to require proof of the continuance of such incapacity of such child from time to time while said policy remains in force. It is the sole responsibility of each employee to enroll or remove his eligible dependents.

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

5.12 TERMINATION OF INSURANCE The group benefits, provided for in this Article on any employee or his dependents covered hereby, shall cease immediately when such employee is laid off or employment is terminated, unless otherwise required and to the extent required by law.

5.13 PLACING OF INSURANCE The insurance specified in this Article shall be provided by a policy or policies written by a reputable insurance company or companies, but this

shall be without prejudice to the right of the Authority to provide such coverage through its own Insurance Department, in case the Authority elects to do so.

5.14 7 -DAY SICK PAY Should any employee, covered by this Agreement, who has been in the regular employ of the Authority for not less than twelve (12) months, be absent from duty due to sickness or accident not related to his employment and should any employee who has been in the regular employ of the Authority for not less than ninety-one (91) days be absent from duty due to an accident related to his employment, and provided the employee is under the care of a regularly licensed physician for such incapacity, the Authority will pay the employee's regular wages on the following basis:

(a) If the employee's absence is due to an accident, the Authority will pay the employee's regular wages for the first seven (7) days of such incapacity.

(b) If the employee's absence is due to sickness, the Authority will not pay the employee's regular wages for the first two (2) working days of such incapacity, but will pay the employee's regular wages for the third, fourth, fifth, sixth and seventh working day of such incapacity.

Verification of illness by a licensed physician shall constitute proof of claim. Final verification must be approved by the Authority's physician.

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

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

5.17 THIRD PHYSICIAN DETERMINATION In cases where the Authority's physician does not find that the employee is physically fit to return to duty in his regular job classification or physically fit to return to duty in any job classification and the employee's personal physician is in disagreement on the question of the employee's fitness to return to work, the Authority and the Union will choose a third physician to examine the employee and their third physician's decision shall be binding on the parties. The cost of the third physician will be borne equally by the Authority and the Union.

5.18 RULES Reasonable rules and regulations shall be promulgated by the Authority to establish a Coordination of Benefits Procedure applicable to the Group Medical and the Group Dental Plan, if enrolled, and to make effective the intent and purpose of the provisions of this Agreement.

5.19 SUBROGATION In the event benefits are paid for charges incurred by a covered individual as a result of accidental bodily injury or illness, and if the covered individual or covered employee makes a recovery (whether by settlement, judgment or otherwise) from any person or organization responsible for causing such injury or illness or under any no-fault automobile insurance statute, then the Authority shall have a lien upon any recovery. The covered employee shall reimburse the Authority to the extent of such benefit paid by it, provided that in no event shall the covered employee be required to make reimbursement in an amount exceeding the recovery made by the covered individual against the person or organization responsible for causing the injury or illness.

ARTICLE VI - RETIREMENT AND DISABILITY ALLOWANCE

Eligibility requirements and amount of retirement allowance in case of retirement and eligibility requirements and amount of disability allowance in case of total and permanent disability, and the amounts to be contributed by the employees and by the Authority, shall be in accordance with and be governed by 40 ILCS 5/22-101 as amended and the terms and conditions of the Retirement Plan for Chicago Transit Authority Employees, dated June 1, 1949, as amended, now in effect, or any amendments thereto or revisions thereof, hereafter agreed upon.

ARTICLE VII - RETIREE HEALTH CARE TRUST

Pursuant to and effective ninety (90) days after the effective date of 40 ILCS 5/22-101B, a Retiree Health Care Trust is established. The Retiree Health Care Trust shall be solely responsible for providing health care benefits to eligible retirees and their dependents and survivors by no later than July 1, 2009, but no earlier than January 1, 2009. All employees of the Authority shall contribute to the Retiree Health Care Trust in an amount not less than three (3) percent of compensation, which amount shall be deducted by the Authority from each paycheck of each employee and shall be remitted to the Retiree Health Care Trust by the Authority.

ARTICLE VIII - NEGOTIATIONS, GRIEVANCES AND ARBITRATIONS

8.1 PURPOSE For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the Authority, its employees and the general public may mutually benefit, the Authority and the Union agree to meet and deal with each other through their duly accredited representatives on all differences and grievances, including the interpretation of this Agreement, and should there be any differences or grievances that cannot be amicably adjusted between the respective properly accredited representatives of the Authority and of the Union, the same shall be submitted to Arbitration.

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

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

8.3 PROCEDURE Grievances will be processed in the following manner:

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

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

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

8.5 THE SELECTION OF THE ARBITRATOR ¹Within ten (10) working days after the Union refers the grievance to arbitration the parties shall meet to select an Impartial Arbitrator. Should the parties be unable to agree upon the appointment of the Impartial Arbitrator, then either party to the arbitration may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of five (5) arbitrators who are currently available to serve from which the Impartial Arbitrator shall be selected by each party alternately striking a name from the panel until only one name remains. The order of striking shall be determined by the toss of a coin.

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

¹ The following sentence was included in the tentative agreement but excluded from the Agreement: "The party requesting arbitration shall name its arbitrator at the time the request for arbitration is made."

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

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

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

ARTICLE IX - TERM OF AGREEMENT

9.1 TERM OF AGREEMENT This Agreement and the provisions thereof, when signed by the proper officials of the Authority and the Union, shall become operative as of the first day of January, 2007 and shall remain in force until and including December 31, 2011 and shall continue in full force and effect from year to year thereafter, unless written notice is given by either party hereto to the other on or before sixty (60) days prior to December 31, 2011 or sixty (60) days prior to December 31st of any subsequent contract year, requesting that the Agreement be amended or canceled. If amendment is desired, the contents of the amendment shall be submitted by either party to the other not later than sixty (60) days prior to any expiration date, and such amendment shall not become effective until the first day of January following the expiration date, provided changes mutually agreeable to the representatives of both parties may be made at any time.

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

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

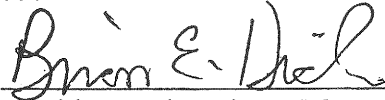
AUTHORIZED BY:

CHICAGO TRANSIT BOARD
ORDINANCE NO. 008-35
ORDINANCE DATE: 3-12-08



Terry Peterson
Chairman
Chicago Transit Board

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 399



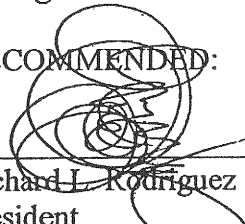
Brian E. Daily
President and Business Manager

ATTEST:



Gregory Longhini
Assistant Secretary
Chicago Transit Board

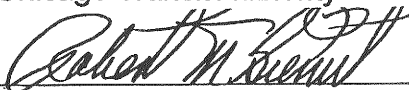
RECOMMENDED:



Richard L. Rodriguez
President
Chicago Transit Authority

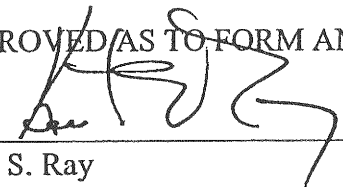


Dennis J. Mondero
Senior Vice President
Chief Administrative Officer
Chicago Transit Authority



Robert M. Gierut
Vice President - Employee Relations
Chicago Transit Authority

APPROVED AS TO FORM AND LEGALITY:



Kent S. Ray
Acting General Counsel
Chicago Transit Authority

ORDINANCE NO. 008-35

AN ORDINANCE AUTHORIZING
EXECUTION OF COLLECTIVE
BARGAINING AGREEMENTS
CONTAINING THE TERMS OF
TENTATIVE AGREEMENTS
BETWEEN THE CHICAGO TRANSIT
AUTHORITY AND THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
399, THE AUTOMOBILE MECHANICS
UNION, LOCAL 701, AND THE UNITED
STEELWORKERS OF AMERICA,
LOCAL 9777

WHEREAS, The Metropolitan Transit Authority Act (70 ILCS 3605/28a) provides that the Chicago Transit Board has the right to deal with and enter into collective bargaining agreements with employees represented by a labor organization; and

WHEREAS, The International Union of Operating Engineers, Local 399 ("Local 399") is the bargaining agent for approximately six (6) engineers; and

WHEREAS, The Automobile Mechanics Union, Local 701 ("Local 701") is the bargaining agent for approximately one-hundred and sixty (160) mechanics; and

WHEREAS, The United Steelworkers of America, Local 9777 ("Local 9777") is the bargaining agent for approximately two (2) steelworkers; and

WHEREAS, The Chicago Transit Authority has reached tentative agreements with Local 399, Local 701 and Local 9777 on the terms of new, five-year collective bargaining agreements (also known as Wage and Working Conditions Agreements) effective January 1, 2007 through December 31, 2011; now, therefore;

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

SECTION 1. That the Chairman of the Chicago Transit Board, or her designee, is hereby authorized to execute Wage and Working Conditions Agreements with Local 399, Local 701, and Local 9777 incorporating the terms and conditions of the tentative agreements.

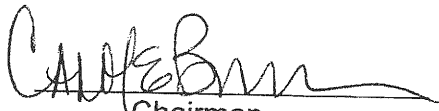
SECTION 2. That the Chairman of the Chicago Transit Board or her designee and/or the President of the Chicago Transit Authority or his designee shall be

ORDINANCE NO. 008-35
(Continued) -2

authorized to apply such terms of the above-referenced Wage and Working Conditions Agreements as they deem appropriate to non-bargained for employees of the Chicago Transit Authority.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

APPROVED:


Chairman

March 12, 2008

PASSED:


Assistant Secretary

March 12, 2008

ATTACHMENT A

FAIR SHARE

MEMORANDUM OF UNDERSTANDING

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

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

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

ATTACHMENT B

This Attachment B is reserved for future material and is not applicable to the Agreement in force during the period of January 1, 2007 to December 31, 2011.

ATTACHMENT C

This Attachment C is reserved for future material and is not applicable to the Agreement in force during the period of January 1, 2007 to December 31, 2011.

ATTACHMENT D

OPERATING ENGINEERS, LOCAL 399
RATE SCHEDULE I

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
THROUGH DECEMBER 31, 2011

MONTHLY RATED CLASSIFICATIONS

JOB CLASSIFICATION/ CODE	TIME PERIOD	BASIC MONTHLY RATE	--- TOTAL PAID* -- BIWEEKLY	HOURLY
S149	CHIEF OPERATING ENGINEER FOREMAN	5,837.92	2,694.42	33.680

HOURLY RATED CLASSIFICATIONS

JOB CLASSIFICATION/ CODE	TIME PERIOD	BASIC HOURLY RATE	--- TOTAL PAID* -- BIWEEKLY	HOURLY
H450	STATIONARY ENGINEER	29.462	2,356.96	29.462
H451	ENGINEER TRAINEE			
	1 - 12 MONTHS	10.500	840.00	10.500
	13 - 24 MONTHS	11.750	940.00	11.750
	25 - 36 MONTHS	13.250	1,060.00	13.250
	THEREAFTER	14.000	1,120.00	14.000

*TOTAL PAID RATE EFFECTIVE: JANUARY 18, 2008 (A)
(A) - REPRESENTS WAGE INCREASE FOR 2007

RATES PREPARED AND VERIFIED BY THE INDUSTRIAL RELATIONS DEPARTMENT AND PAYROLL ACCOUNTING. FOR INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-4113 OR 681-4117.

OPERATING ENGINEERS, LOCAL 399
RATE SCHEDULE I

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
THROUGH DECEMBER 31, 2011

MONTHLY RATED CLASSIFICATIONS

JOB CLASSIFICATION/ CODE	TIME PERIOD	BASIC MONTHLY RATE	--- TOTAL PAID* -- BIWEEKLY	HOURLY
S149	CHIEF OPERATING ENGINEER FOREMAN	6,013.06	2,775.26	34.691

HOURLY RATED CLASSIFICATIONS

JOB CLASSIFICATION/ CODE	TIME PERIOD	BASIC HOURLY RATE	--- TOTAL PAID* -- BIWEEKLY	HOURLY
H450	STATIONARY ENGINEER	30.346	2,427.68	30.346
H451	ENGINEER TRAINEE			
	1 - 12 MONTHS	10.500	840.00	10.500
	13 - 24 MONTHS	11.750	940.00	11.750
	25 - 36 MONTHS	13.250	1,060.00	13.250
	THEREAFTER	14.000	1,120.00	14.000

*TOTAL PAID RATE EFFECTIVE: JANUARY 18, 2008 (B)
(B) - REPRESENTS WAGE INCREASE FOR 2008

RATES PREPARED AND VERIFIED BY THE INDUSTRIAL RELATIONS DEPARTMENT AND PAYROLL ACCOUNTING. FOR INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-4113 OR 681-4117.

OPERATING ENGINEERS, LOCAL 399
RATE SCHEDULE I

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
THROUGH DECEMBER 31, 2011

MONTHLY RATED CLASSIFICATIONS

CODE	JOB CLASSIFICATION/ TIME PERIOD	BASIC MONTHLY RATE	--- TOTAL BIWEEKLY	PAID* -- HOURLY
S149	CHIEF OPERATING ENGINEER FOREMAN	6,193.45	2,858.52	35.732

HOURLY RATED CLASSIFICATIONS

CODE	JOB CLASSIFICATION/ TIME PERIOD	BASIC HOURLY RATE	--- TOTAL BIWEEKLY	PAID* -- HOURLY
H450	STATIONARY ENGINEER	31.256	2,500.48	31.256
H451	ENGINEER TRAINEE			
	1 - 12 MONTHS	10.500	840.00	10.500
	13 - 24 MONTHS	11.750	940.00	11.750
	25 - 36 MONTHS	13.250	1,060.00	13.250
	THEREAFTER	14.000	1,120.00	14.000

*TOTAL PAID RATE EFFECTIVE JANUARY 1, 2009.

RATES PREPARED AND VERIFIED BY THE EMPLOYEE RELATIONS DEPARTMENT AND PAYROLL ACCOUNTING. FOR INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-4117 OR 681-4120.

OPERATING ENGINEERS, LOCAL 399
RATE SCHEDULE I

C H I C A G O T R A N S I T A U T H O R I T Y

SCHEDULE FOR EMPLOYEES HIRED OR ENTERING THE BARGAINING UNIT
THROUGH DECEMBER 31, 2011

MONTHLY RATED CLASSIFICATIONS

CODE	JOB CLASSIFICATION/ TIME PERIOD	BASIC MONTHLY RATE	--- TOTAL BIWEEKLY	PAID* -- HOURLY
S149	CHIEF OPERATING ENGINEER FOREMAN	6,410.22	2,958.56	36.982

HOURLY RATED CLASSIFICATIONS

CODE	JOB CLASSIFICATION/ TIME PERIOD	BASIC HOURLY RATE	--- TOTAL BIWEEKLY	PAID* -- HOURLY
H450	STATIONARY ENGINEER	32.350	2,588.00	32.350
H451	ENGINEER TRAINEE			
	1 - 12 MONTHS	10.500	840.00	10.500
	13 - 24 MONTHS	11.750	940.00	11.750
	25 - 36 MONTHS	13.250	1,060.00	13.250
	THEREAFTER	14.000	1,120.00	14.000

*TOTAL PAID RATE EFFECTIVE JULY 13, 2010.

RATES PREPARED AND VERIFIED BY THE INDUSTRIAL RELATIONS DEPARTMENT AND PAYROLL ACCOUNTING. FOR INFORMATION CONCERNING THE APPLICATION OF THESE RATES, CALL (312) 681-4117 or 681-4120.

ATTACHMENT E

This Attachment E is reserved for future material and is not applicable to the Agreement in force during the period of January 1, 2007 to December 31, 2011.