



California Associate Staff

ACHIEVEMENTS OF THE CTA/CALIFORNIA ASSOCIATE STAFF

Compiled and written by: Christine Higgins

In 1994, CEA appointed a new special committee – “The Records and Reference Committee.” I had been involved in CEA since my employment with CTA began in 1972 and saved all my union files. When I served as CEA President in 1990-92, I began to collect union files from anyone who wanted to discard or donate them. I have records from 1972 through roughly 2004, when I retired from CTA. The information contained herein can be documented in the boxes of records I have personally collected or been given for safekeeping. I am committed to CAS and feel passionate about what we have collectively achieved. Don’t ever lose sight of why you are blessed with the working conditions and excellent benefits you enjoy today working at CTA.

CTA isn’t “giving” you these benefits, your CAS (formerly CEA) union leaders/volunteers, fought hard and strong to make sure you would continue to have them.

We all stand on the shoulders of those who came before us and we have a moral obligation to pay them forever...because of the debt we have to those who come after.

CAS ACHIEVEMENTS/BARGAINING HISTORY 2008 UPDATE TO CAS ACHIEVEMENTS

In order to do the following update, members of the current bargaining team reviewed the past contracts, ratification documents, and bargaining records.

While CAS Past President Chris Higgins put together a history of some of CAS' achievements, we have updated it to be a record of CAS' achievements and bargaining history, including most, if not all, of the ratified provisions of the contracts. It is hoped that this extended version of our history will be of value, not only for members to gain knowledge of what CAS advocates of the past had accomplished, but also for future bargaining teams as they face the need to trace the intent of our bargained language, rights, and responsibilities.

The contract is a "living document" and can never be considered "finished." While this history shows the background of bargaining, the applicable contract language is what you will find in the current contract. What was bargained in the past, while it may not be in today's contract, does not mean that it is not of value. Our contract, viewed by NSO as one of the best in the country, would not be what it is today without all that was bargained in the past. If, over the years, the language has not changed, or had an arbitrator or a Memorandum of Understanding clarify its intent, then the intent is the same today as it was when it was bargained.

Without the steps taken by past bargaining teams and ratified by CAS members, most of what we take for granted as our rights and benefits would not exist today. They laid the stepping-stones for the future of CAS. Our contract is something all CAS members have a stake in and should work hard to understand, protect, and improve.

2005 Original Document – CAS Achievements - Created by Chris Higgins

2008 - Research, Revision, and Updates to CAS Bargaining History
Bargaining Chair Maureen Keating,
Bargaining Team Members: Patricia McCallum & Yolanda Mogannam

Final Review Team Members: Linda Virden, Bob Quance, and Lindah Martin

A special thank you to those CAS and CSO colleagues who, having a long term history with and memory of our organizations, helped us "fill in the blanks."

Background of Union Names

August 19, 1996

Our Union's name was formally changed from CTA Classified Employees Association (CEA) to California Associate Staff (CAS)

May 1995

The Professional Staff Organization (PSO) formally changed its name to California Staff Organization (CSO)

1972 - 73 Bargaining

(Unable to find information on the team members)

The first contract negotiated between CEA and CTA was a comprehensive 25 Article "easy read" Agreement with salaries on 14 schedules including job descriptions, each containing 8 annual step increases.

- Salary increases only funded if a "balanced budget is assured" and there is "sufficient increased income, or reduced expenditures, with respect to the CTA Budget." (5.5% 9/1/73 "desired")
- By mutual consent, any provision could be renegotiated at any time
- CTA Paid Insurances: Medical for employee only; Dental and Vision for employee and dependents; Income Protection
- Termination – "No employee shall be dismissed when the evaluation procedure has not been followed."
- Leaves:
 - 2 PN
 - 12 Sick
 - 10 days vacation increases to 15 after 5 years and 20 days in the 11th year
 - employees can take an extended vacation of 40 working days every 7 years
 - employees must use a minimum of 10 vacation days a year
 - study, research, or travel leave to benefit CTA or to teach in the public schools
- As a condition of employment, employees must join the CEA or pay a representation fee equal to dues

1973 - 74 Bargaining

Ethel Katz, Chair – Anita Vickery, Linda Benberg, Sue Hedges, Ruth Heath and Elinor Gibbons, Alt

- Outside recruitment may not take place until 5 working days have elapsed after date of the notice to employees
- Double time for working on Sunday
- December 26th added to Holidays in lieu of Admission Day
- PN "Advance notice of intention to take such leave will be given to the department head if at all possible and in the case of emergency, the employee will telephone his or her office at the first possible moment to report."
- Maternity Leave changed to conform to policy negotiated with PSO and in conformance with the law
- Leaves without Pay added to contract

- No early retirement shall be required due to age discrimination
- “No temporary employee shall be hired for a period of more than ninety (90) working days except for those replacing a regular employee on leave. Exceptions may be made to this Policy by the Executive Director to meet emergency conditions.”
- An employee having been employed for at least one year on a continuous basis for at least one-half the regular work week although paid by the hour shall be eligible to request a reclassification as a regular employee

1974 - 76 Bargaining

Edward Harrington, Chair – Ethel Katz, Bernice Marans, Ruth Heath, and Joetta Kerfes

- CTA’s 1974-75 budget reserves to include funds for 6% salary increase; plus, revenues derived from membership in excess of 144,000 FTE, results in an additional 2.2% or if membership does not reach 144,000, the 2.2% is applied in 1975-76 on top of the negotiated increase
- 11 more schedules added to salary descriptions for a total of 25
- Unused sick leave applied toward retirement service credit
- Arbitration – Arbitrator’s decision is advisory

1975 - Re-openers

- Salary increase; 8.5% plus revenues derived from the first 500 FTE in excess of 140,000 for 1975-76 will fund another 1%
- Added Staffing Changes Article with rights, retraining, and moving costs.
- 2 more Schedules added to salary descriptions; now a total of 27

1976 - 78 Bargaining

Kathryn Montero, Chair – Linda Benberg, Lois Nakamura, and Kathie Terp

- Increase Salary Protection Insurance (\$3.00 to \$7.00/month)
- Added disability insurance
- Retiring employees can continue insurance – at their expense

1976

CTA Employer Retirement Plan funded at 9.25% with two-tiered benefit factor structure

CTA IN FINANCIAL DISASTER

1975 - 76

CTA invests everything into recognition elections and campaigns against rival CFT/AFT locals. This, compounded by teacher strikes, has legal costs soaring – CTA is in financial trouble.

August 1977

Seven (7) CEA members fired – declared “chapter” employees due to Uniserv units, with 20 more firings projected through 1980. Arbitrator rules layoff procedures with bumping rights needs to be followed.

January 1978

- o Del Weber informs the Board of CTA's financial condition and recommends "Cut operating costs by \$1,000,000 during the next 8 months; hiring freeze; departmental reorganization" etc.
- o The CEA and PSO contract increases could not be paid
- o CTA offers schedule changes to CEA members: 4-day workweek; 10-month employment; unpaid furloughs, etc.

February 6, 1978

32.5 CEA members fired. Agreement reached on new layoff language

February 24, 1978 – Addendum to Contract

Early Retirement: Members can retire at age 50 (previously age 54) at the reduced 64% rate as of September 1979, who have earned at least 5 years of service credit as of May 1, 1978. Health Benefits to be paid by employer for retiring employee and spouse or other eligible dependents. This was to help to lessen the impact on staff reductions.

1978 - 79 Bargaining

Kathy Terp, Chair – Raejean Danielson, Polly Cartwright, JoEllen Revay, and Mary Schaefer

- Binding Arbitration – Arbitrator decision is "Final and Binding" – a major agreement!
- Conversation of salary schedule table retro to 9/1/78 - Average increase = 3.75%
 - o 31% receive 6.3% to 7.5%
 - o 14% receive 2.9% to 6.2%
 - o 32% receive 2.2% to 2.7%
 - o 15% receive .11% to 1.5%
 - o 8% will be Y-Rated (no increase)

1978

CTA Employer Retirement Plan funded at 18.92% of gross payroll

September 29, 1978 – Memorandum of Understanding

The term "Appropriate Duties as Assigned" or any similar phrase used in position descriptions shall be interpreted to refer to duties which would be consistent with and not of a different fundamental nature than tasks commonly associated with and/or expected of the assigned job classification. ..."

1979 – No agreement reached prior to Contract expiring

Jacalyn Hamburg, Chair – Barbara DePrete, Stephanie Duckhorn, Donna Lewis, Mary Schaefer, and Pearle Woodall

Contract expires September 1, 1979

1980 CEA STRIKE

January 1980

Ed Foglia and Hazel Stover write to Federal Mediation and Conciliation Service requesting mediation. CEA continues to request bargaining dates from CTA. CTA offers one or two per month, with their team leaving by 3:30 pm. CEA filed an ULP and, in turn, CTA filed against CEA.

CEA membership meetings would be conducted around the state. A strike authorization vote would be taken with no absentee voters. If the members authorized a strike, the Council moved that the Executive Board then had the authority to declare strike. CEA's Attorney Ron Telanoff was authorized to be present at the first mediation session. CEA would begin their organizing strategies: Complete mediation, sick out, work by the book, rallies, picketing CTA Board of Directors, State Council and Service Center Council meetings, work slow down, mailgrams to Foglia and Flynn, media contacts.

PSO passed a resolution agreeing to support CEA in any concerted activities. CEA/PSO Liaison Committee will table a merger at this time due to CTA's bad faith bargaining tactics with CEA. Coordinated bargaining is being pursued with PSO. Meetings were held between CEA and PSO to discuss mutual goals and objectives.

March 14, 1980

Negotiations break down - **CEA ON STRIKE**

April 28, 1980

CEA members return to work without a contract

1979 - 82 (Team during the Strike)

Jacalyn Hamburg, Chair – Barbara DePrete, Stephanie Duckhorn, Donna Lewis, Mary Schaefer and Pearle Woodall

September 12, 1980

Agreement on benefits effective July 7, 1980

- Steps were to be taken by the Trustees to ensure that current employees will be guaranteed current retirement and insurance benefits without contribution to the Plan
- CTA to pay benefits for retirees and dependents
- CEA now has 3 seats on the Staff Retirement Committee
- CEA now receives the same insurance benefits as PSO
- \$1.00 deductible paid prescription benefit
- Life Insurance was increase from one unit to two

September 15, 1980

A "merger" vote takes place with one of three choices: 1) PSO; 2) SEIU; 3) Status Quo – No affiliation. CEA members vote an overwhelming 82% to merge with PSO. PSO then took the merger vote to its members. PSO members vote not to merge the two unions.

1981 - 83 Re-openers & Contract Extended One Year

- Upgrade Vision Care Plan (2nd pair, tinted lenses, and contact lenses)

1982 Re-openers

- Salary Schedule adds 3 columns for more movement
- Mileage 20¢
- Meals \$27/day; \$18/meal
- State increased it's maximum benefit payment for SDI – benefit increase

1982

CTA Employee Retirement Plan funded at 18.59% of gross payroll

September 1982

Rep Council agenda includes “PSO/CEA Merger; NSO Affiliation; Dues Indexing.”

PSO holds Staff Women Training on Sexism. CEA requests that two CEA reps attend, who would then share training with CEA members. PSO & CTA feel the training required “maximum interaction” and did not lend itself to auditing and note taking which results in the denial of the request.

1983

Establishment of the *CTA Staff Retirement Plan and Trust*

Funding at 18.25%. Language added in the 1983 Successor Contract Bargaining that “The Union will direct its Trustees (of the CTA Staff Retirement Plan and Trust) ... to review the actuarial assumptions and methods used to establish contributions to the Staff Retirement Plan annually and to take the necessary steps annually to reduce the contribution rate below 20% of the total of employees’ taxable wages, except that the Trustees shall not have the authority to reduce any benefit. If the Trustees fail to take such steps and the contribution rate increases above 21.50% ... the parties agree to bargain what steps must be taken to implement this ...” (Side Note: This language remained in the contract and CTA continued the funding of the Trust below the allowable maximum until 1999.)

1984 Funding of Retirement and Retiree Medical Benefits

Retirement Trust funding shared with Retiree Medical Benefits ... 18.94% of gross payroll ... 11.58% to retirement and 5.36% to medical benefits

1983 - 86 Bargaining

Barbara DePrete, Chair - Sue Beck, Kathie Casas, Sue Estes, Joellen Revay, Bob Tomei and Pearle Woodall

- Salary increase: 7% “Average” effective September 1983
- Longevity bonus beginning in September of the year of employee’s 10th anniversary date with amounts ranging from \$12.50 - \$83 a month – increased at 5-year intervals
- “Odd workweek” - premium pay would be at 25% above the days’ normal pay; working an odd workweek would be by mutual consent of current employees, and CTA could hire employees in on an odd workweek.
- Mileage increases to 26¢

- Travel advance available for CEA members
- Improved adult orthodontia
- 2 PN days outside of other leaves; 2 days PN deducted from other leaves
- Skeleton Crew days worked can be taken ANY TIME
- CTA will look into a Psychiatric/Psychological plan (took effect August 31, 1985, along with increase to the daily benefit paid under Income Protection Insurance) and reduce Blue Cross costs
- “Matters Not Covered” to preserve past practice

1984 Re-openers

Sue Beck, Chair - Karen Lenet, Kathy Phelps, Joyce Wait, Liz O’Neil, and Barbara DePrete

The parties extend the Agreement through August 31, 1987 – a new 3-year Agreement with re-openers limited to mutually acceptable articles, which would NOT include any economic issues.

Salary & Other Compensation

1984-85	6.5% salary Increase
1985-86	7.9% salary Increase
1986-87	8.1% salary increase

- Agreement to “Use of personal automobiles for Association business language” increases mileage reimbursement to total of 43¢ (28¢ mileage + 15¢ auto liability)

February 10, 1984

PSO/CEA Merger Task Force created. On January 23, 1985, the Task Force suggested that “No later than January 1, 1986, reconsider the issues of ‘Merger’ and by resolution of the two Representative Councils, reach a determination regarding a ‘Merger’ election to be held in the spring of 1986.”

November 9, 1984

Council decided CEA would not benefit enough to warrant the expense (dues increase) of affiliation with NSO.

June 1985 – August 1987

CTA Staff Retirement Plan and Trust funding continues at 16.94% of gross payroll
 - Funding for retirement 12.74% - 9.05% for Retirement and 4.20% - 7.89% for Retiree
 Medical Benefits Collective Bargaining Agreements mandated a funding percentage maximum of 21.5%

1985 - 86 Re-openers

Sue Beck, Chair - Sue Estes, Pearle Woodall, Rose Marie Nichols, Barbara DePrete

- Mileage increased to 46¢

February 7, 1986

Three (3) NSO Officers attend Council meeting and invite CEA President to attend NSO CBC meeting.

1986 - 87 Re-openers

- Mileage increased to 50¢
- Disability – CTA pays up to 12 months of benefits while on leave and after exhaustion of sick leave - maternity leave included
- Guaranteed return to position if less than 12 months on leave
- Probationary period from 6 months to 8 months
- Provisions to limit amount of time temps can fill a position
- CTA agrees to “the principle of promoting from within”
- CTA and CEA will update or redefine job duties/Job Descriptions

1987 - 90 Bargaining

Sue Beck, Chair - Dixie Ditsler, Sue Estes, Rose Marie Nichols, Carolyn Ouellette and Karen Snyder

Salary & Other Compensation

- | | |
|---------|---|
| 1987-88 | 6.0% retro salary increase + <ul style="list-style-type: none">• Longevity bonus increase |
| 1988-89 | 5.5% salary increase + <ul style="list-style-type: none">• Longevity bonus increase |
| 1989-90 | 5.0% salary increase + <ul style="list-style-type: none">• Longevity bonus increase |

Added half steps to schedules: III.5, IV.5, V.5 and VI.5 = 73 CEA members automatically advanced on the salary schedule to the new ½ step

- Mileage 51¢
- Meals at \$40/day; \$25/meal
- Personnel Files – If requested by the employee, derogatory materials will be placed in a separate file after 2 years, and not available when applying for internal positions
- Allows for using vacation during the week and being paid overtime pay on Saturday
- If two or more people have same service credit, earlier date of hire has more seniority; if two or more people have the same date of hire, a lottery will be held to determine highest seniority.
- Probationary Employee to be evaluated in sixth month of employment
- Reclassification - CTA and CEA shall consult on updating and/or redefining job duties and responsibilities (Job Descriptions)
- “Termination” changed to “Discipline/Dismissal/Termination” **adding language that discipline will be only for just cause**, and not for arbitrary, capricious or punitive reasons
- If an employee, with ten or more years of service and is eligible for retirement, dies in service, the employee’s surviving spouse and eligible dependents shall be entitled to Retiree Medical Benefits.
- Increase dental to \$1,500 per year
- Defined qualifying relatives for bereavement leave and that additional leave could be approved by the employer
- Four (4) Personal Necessity days not deducted from vacation or sick leave
- Vacation change – members will get 15 days after 2 years (formerly 5 years)

- New Article – Working Conditions that provided Safety Clause, Orientation for new employees in their first week by the Supervisor, and Education and Training reimbursement
- Release Time – CEA can use release time for two (2) CEA reps during grievance hearings at Level II and above

1989 Re-openers

- Actual salary increase of 7.75%
- Substantial increase in retirement benefits due to CTA/PSO negotiations
- 3% COLA for retirees and 100% retirement at age 55 (formerly 60)
- CEA now participates in CTA's 401(k)
- CTA and PSO negotiate to change from Blue Cross to CNA

September 1989 - Retirement Trust Benefit Factor and Funding

The benefit accrual factor for calculating member's retirement benefit under the CTA Staff Retirement Benefits Trust changed to 3%. This increase required a bargained-for increase in the CTA contribution to 18% - 10.70% for Retirement and 7.30% for Retiree Medical.

December 1989

PSO reps attended the CEA Council meeting: Marilyn Aden to speak on the benefits of joining the NSO; Ken Johnson discussed CEA's involvement with PSO in the formation of a Taft-Hartley Employee/Employer Benefit Trust; and Jim Clark addressed the advantages of participating in the 401(k).

CEA/PSO Affiliation Committee was formed to explore the concept of providing a means for the two organizations to work more closely together in order to share resources, discuss mutual concerns, coordinate bargaining strategies, etc. CEA approves the formation of a task force to investigate the concept of forming an affiliation (not merger) with PSO for the purpose of sharing information and mutual self-help.

1990 - 93 Bargaining

Sue Beck, Chair, - Becky Johnston, Carolyn George, Rose Marie Nichols, Carolyn Ouellette, and Karen Snyder

Salary & Other Compensation

- | | |
|---------|--|
| 1990-91 | CTA pays employees full FICA in lieu of salary increase (7.65%) which <i>counts toward compensation for retirement benefit calculation</i> + <ul style="list-style-type: none"> • 1% matching 401(k) CTA contribution |
| 1991-92 | 6% salary increase + <ul style="list-style-type: none"> • 1% un-matched 401(k) CTA contribution |
| 1992-93 | 6.5% salary increase + <ul style="list-style-type: none"> • Longevity bonus increase |

- Procedures established for variation (one hour or two hours) in the normal workday hours

- Change to allow unapproved (1 1/2 hours per week) comp time to be paid in dollars if not taken within 60 days
- Meals reimbursement increase to \$50 per day/\$30 per meal
- Established scheduling meeting, within a reasonable time, between supervisor and member, when member placed on 45-day correction period, to discuss member's progress
- Guarantees that derogatory material placed in a separate file will be sealed and used only for litigation purposes or to verify repetitive behavior patterns
- 3-person reclassification panel to hold a hearing to hear merits of a reclass request; procedures established including a CEA representative on panel as ex-officio
- Increase in bereavement leave from up to 3 days to up to 5 days
- Tremendous new language providing for Industrial Accident or Illness Leave
- Protections for employees when loading and unloading heavy materials
- Organizational Release Time increases from 135 to 200 days
- If a temporary employee's position is flown as permanent and they are selected for the position, the article pertaining to accrual of leaves and seniority will also include "salary schedule placement"

1990 - 91

CEA/PSO restructures Affiliation Committee to a CEA/PSO Support Committee with a signed one-year Agreement. "Purpose: To better CEA relations with PSO and to work out any differences or complaints between ourselves with the committee before the matter gets to management or the grievance process. CEA feels the committee will be extremely useful in the future such as bargaining time."

1992

CTA and PSO negotiate the *CTA Employees' Health and Welfare Benefits Trust (EHWBT)*

1993 - 96 Bargaining

Cynthia Trotter, Chair – Sue Beck, Linda Crawley, Dixie Ditsler, Susan Gear, Maureen Keating

Salary & Other Compensation

- | | |
|---------|---|
| 1993-94 | 1.5% salary increase + |
| | • 1% increase in non-matching 401(k) CTA contribution |
| 1994-95 | 1.5% salary increase + |
| | • 1.5% increase in non-matching 401(k) CTA contribution |
| 1995-96 | 1.5% salary increase + |
| | • 1.5% increase in non-matching 401(k) CTA contribution |

With little money available, CEA achieved many improvements in contract language and used grievance issues to strengthen CEA's position and language.

- Meals increases to \$55 per day/\$35 per meal
- Adds important language "and according to the principles of progressive discipline"
- Clarifies "Definitions" article; Defined "Agency Personnel," "Subcontracting," and "Categories of Employment"

- Adds language regarding Temporary Employees and language governing the hiring of Agency Personnel
- Removes “business” from the ICA’s 30,000 or more travel miles needed to have CTA pay for 4 replacement tires; additional 2¢ per mile; reimbursement of annual fee for use of personal credit card for business; CTA to arrange for ICA air fares to be charged directly to CTA
- Priority consideration language added for CAS members applying for CAS positions
- Removed language limiting number of employees who could have a shift change in workday
- Procedure for reporting absences clarified
- Cleans up confusing, overlapping, and incorrect use of “service credit” vs. “seniority” language
- Outlines procedures for and purpose of evaluations
- Employee is to be given a copy of CTA’s written authorization when someone views their personnel file
- Industrial Accident or Illness Leave increase from 30 days to 90 days with benefits beginning on 1st day instead of 15th day
- Added language that requires supervisors to communicate openly with probationary employees about their progress
- Tightened timelines for grievance/arbitration process
- Added requirement for CTA to meet with CEA to review the procedures prior to implementing provisions of Article 13, Staffing Changes/Bumping Rights
- Added by-weekly meetings to 45-day correction period and outlined procedures
- Adds Family Leave
- For Bereavement Leave immediate family defined beyond living arrangement
- Increases Education & Training reimbursement from \$6,000 to \$10,000 annually; from \$150 to \$300 per employee
- “Rights & Obligations of the Parties” added to provide employee the right to “timely” and “sufficient time” notification for any meeting with a supervisor/manager and nature of meeting which could result in discipline
- Adds a new “Non-Discrimination” article and new language for “Assignability of Agreement”
- Assignability clause added for protection if CTA merges with another union
- Add a List of Arbitrators – Five North and Five South

CTA/CAS/CSO Tripartite Bargaining - CTA Employees’ Health and Welfare Benefits Trust

- Inclusion of CEA in the CTA Employees’ Health and Welfare Benefits Trust
- Establishment of the Bargaining Guidelines for inclusion of CEA in EHWBT and established the tripartite bargaining of Trust changes and funding
- CEA agreed to eliminate cosmetic surgery benefits to control costs as PSO had done in bargaining the prior year

1996 - 99 Bargaining

Cynthia Trotter, Chair - Debby Diaz, Dixie Ditsler, Shirley Horn, Maureen Keating, Linda Scott

Name changed from CEA to CAS

Salary & Other Compensation

1996-97	2% salary increase September 1, 1996 + <ul style="list-style-type: none">• Longevity bonus increase
	1% salary increase March 1, 1997
1997-98	2% salary increase March 1, 1998
1998-99	3% salary increase March 1, 1999

Compaction of salary schedules from 14 to 7

- Part-time employees working 20 hours or more per week receive fully CTA paid benefits the same as full-time employees
- Vacant or new positions must be flown for a minimum of 5 days before the internal interviews may take place. All internal applicants must be interviewed and no internal applicant selected for the position before CTA can go external.
- Internal applicants, upon request, will be given a written explanation for not being selected for the position
- Temporary positions may not last more than 12 months.
- Bargaining unit members filling temporary positions guaranteed a return to their previous position even if temporary position is extended beyond 12 months
- New Reclassification language including establishing the effective date to when assignment was given to the member
- Comp time capped at no more than 3 days; thereafter, any overtime must be paid in dollars
- Holiday pay increase from double-time to triple-time pay
- ICA's now granted \$560 monthly stipend, Air Travel Card, and reimbursement for cell phone expenses
- Added new, clear, specific procedure/guidelines for educational reimbursement and increase education/training fund from \$10,000 to \$15,000 annually and from \$300 to \$500 per employee
- Guarantees CTA cannot deny CAS members rights to training offered to bargaining unit member (Note: This language was specifically for trainings being offered at the time to Associate Staff ... e.g., training on CTA computer programs which were being denied to certain members)
- Changed "Evaluation" to "Performance Review" or "Performance Review and Development Plan" and the procedures and timelines for supervisors and members
- Maintains language guaranteeing that the absence of a review constitutes a satisfactory work performance
- Materials placed in an Employee's personnel file, that might have an adverse affect on employment, must be date stamped, and the employee notified in writing.
- Employees assigned a temporary, significant increase in workload for more than 30 days will receive additional pay
- Domestic Partner definition language added to contract

- “Immediate Family” more broadly defined for Bereavement Leave
- A joint committee to study the concept of a compressed workweek
- Clarifies that members cannot claim mileage reimbursement between his/her home and his/her normal work site
- A member’s designated beneficiary will be compensated for all accrued sick leave if the non-retired member dies prior to reaching both age 50 and vesting
- Increase Industrial accident leave from 90 calendar days to 180 calendar days
- Added new Article 33 Shared Planning and Article 34 Sub-Contracting
- Updated List of Arbitrators

Additional Plan and Trust Benefits Agreements

- CAS will always be included in trilateral bargaining with CTA and CSO with regard to the CTA Staff Retirement Plan and/or Retiree Medical Trust.
- Bargaining agreement on benefits includes new language on funding, additional “pop-up” retirement option, merger protection language, and Domestic Partner now eligible for health benefits coverage (employee pays the taxable portion)

CTA/CAS/CSO Tripartite Bargaining – CTA Staff Retirement Plan and Trust, CTA Staff Retiree Medical Trust, and CTA Employees’ Health and Welfare Benefits Trust

Effective January 1, 1999

- The CTA Staff Retirement Plan and Trust becomes the *CTA Employees’ Retirement Benefits Plan and Trust* (ERBP) – a multiemployer defined benefit pension plan
- CTA will fund the Trust at 21.50%
- The CTA Staff Retiree Medical Trust merges with the CTA Employees’ Health and Welfare Benefits Trust (EHWBT)
- Funds for retirement medical benefits shall be accounted for separately from those held for the provision of other benefits administered by the EHWBT
- Funding to the EHWBT shall be in an amount necessary, together with assets transferred from the Staff Retiree Medical Trust, to maintain a reserve totaling no less than the estimated cost of funding retirement medical benefits premiums and/or self-funding costs for a period of not less than two (2) years (“Retirement Medical Benefits Reserve”)
- CTA’s annual contributions to the Retirement Medical Benefits Reserve shall not exceed 2% of gross payroll (to be taken from the 21.50% contribution to the ERBT)
- Bargaining will commence if CTA’s annual contribution is not sufficient to pay the total estimated cost of funding Retiree Medical Benefits premium or self-funding costs
- Automatic COLAs eliminated ... increases at Trustee’s reasonable discretion ... can be to all or an objectively identifiable group ... any increase to be based upon assets, actuarial cost, effect on the objectives of the ERBP and other factors in consultation with relevant Plan professional advisors deem reasonable and appropriate.

1999 - 2002 Bargaining

Maureen Keating, Chair – Debby Diaz, Diane Espinoza, Linda Scott, Stella Dominquez, Cathy McGuigan

Salary & Other Compensation

1999-00	6.0% salary increase March 1, 2000
2000-01	4.5% salary increase January 1, 2001
2001-02	3.5% salary increase September 1, 2001

- CTA would not convene a single reclass panel to hear the reclass of all the RRC Secretaries but forced it to the table. The team refused to give up any salary increase to obtain the reclass and told CTA to prepare the 80 individual panels needed to hear the reclasses. CTA finally did agree to the reclassifications and no “on the table” bargaining money was used. As this reclass put the secretaries on the same schedule as the Secretaries to the Regional Managers, they were automatically reclassified as well.
Effective June 1, 2000
 - Regional Resource Secretary “D” to Field Services Specialist “E”
 - Secretaries to Regional Managers, “E” to “F”
 - 2 RRC Secretary IV’s from “E” to Secretary V, “F”
- After 60 consecutive days of employment, Temporary Employees would be covered under the CTA/CAS agreement with stated exceptions
- “Make-Up Time” language from 1984 added to contract
- Additional clarification language governing the temporary two (2) hour shift change
- Mileage reimbursement increase from 53¢ to 55¢
- Outlined provisions for allowing a member to drive instead of air travel to be considered “on duty”
- Auto insurance deductible reimbursement increase from \$500 to \$1,000
- Meals increase to \$60/day and \$40/meal
- Increase time from 6 months to 12 months or less on unpaid leave does not constitute a break-in-service
- Leave time to be taken in blocks of 30 minutes (CTA, while not wanting their offices closed [specifically single staff offices] was pushing for half-day blocks of time)3½ hours) to be used, effectively closing offices for longer than needed!
- Internal transfer opportunities flown for “10 days” before internal interviews held (intent of language remains same – CTA cannot go external until internal interviews held and no Associate Staff has been selected for the position)
- Employees of CTA Affiliates or UniServ Units (Option Offices) will receive year-for-year credit for salary schedule placement if hired into an Associate Staff position. If the employee has a college degree higher than what is required for the position he/she shall receive an additional step on the schedule
- Continue work on the concept of a compressed workweek
- CTA payment of personal auto deductible in case of business-related accident increase from \$500 to \$1,000
- Defined “Voluntary” and “Involuntary” transfers
- Added member’s paid time off to prepare for and move to a new residence due to involuntary transfer that is 35 miles or more from the new work site

- All requests for reclassification to go to HR manager. If denied, a full explanation to be given, and the member can request the issue to be reviewed by Reclass Panel. Two Reclass Panels, one north and one south, and each to hold two hearings a year
- Extraordinary Circumstances language added to assist employees who have difficulty in their work or work environment, to meet with CTA and CAS and discuss possible remedies
- Increase to 15 the number of confidential employees CTA may designate
- Changed New Staff Orientation from being in conjunction with CTA Statewide Staff Meeting to annually and allowing time for CAS to conduct a session with the new employees
- **CAS members included in the CTA UniServ Intern Program** (Staff Development Program) – up to 2 CAS members may be chosen to participate
- Education Incentives increase from a total of \$15,000 to \$20,000 and from \$500 to \$1,000 per member
- Updated List of Arbitrators – Increase to 7 North and 7 South (was 5 each)

CTA/CAS/CSO Tripartite Bargaining - CTA Employees' Health and Welfare Benefits Trust

Debby Diaz, Chair, Liz Tokar, Spokesperson – Pam Bowen, Dixie Ditsler, and Maureen Keating

Inclusion of the same, new Retirement Article contract language and the Appendix Bridge Agreement on Retirement Pension Annuity Benefits in both the CAS and CSO contracts.

December 1999

Addition of language for 1000-hour qualifier for retirement eligibility for temporary employees

October 2000

The parties sign off on the following agreement:

- A Work Study Group to be formed comprising of three members from each of the parties. The group will review options to secure the stable long-term funding of the retirement, health, and welfare benefits obligation. The study is to be completed by February 1, 2001, the Trust will assume the cost of the actuarial study. (CAS assigned Liz Tokar, Dixie Ditsler, and Pam Bowen to the work group.)
- The parties to begin bargaining the funding of Retiree Medical Benefits on April 1, 2001.

CTA/CAS/CSO Tripartite Bargaining - CTA Employees' Health and Welfare Benefits Trust

May 29, 2001 Agreement

- Change to the way CTA would fund the EHWBT
- Change Blue Cross benefit structure totaling 5.5% in premium reduction
- 2% of CTA's 21.5% funding of Retirement pension contribution continues to be diverted to EHWBT for Retiree Medical Benefits
- Maintain the existing dollar differential between the CTA contribution for health insurance and the health insurance premium in the year 2000-01 for duration of Agreement.

- The CTA contribution for health insurance shall not decrease during the term of this Agreement
- CTA will fund the EHWBT to maintain the \$10 million reserve that was part of Retiree Medical Benefits Trust at time of merger with the EHWBT
- Parties commit to instruct their Trustees to move to self-funding 2002-03
- Agreement to remain in effect through August 31, 2005

2002-05 Bargaining

Maureen Keating, Chair – Yvette Lopez, Debby Diaz, Pam Bowen, Dean Chandler, and Diane Espinoza (for Connie Cisneros)

Salary & Other Compensation

2002-03	6.0%	Salary increase + <ul style="list-style-type: none"> • Longevity bonus increase + begins at 6 years
2003-04	4.0%	Salary increase
2004-05	4.0%	Salary increase + <ul style="list-style-type: none"> • Longevity bonus increase

- Meals \$63/day; \$35/meal
- Move definition of “Immediate Family” from Bereavement Leave to “Definitions” allowing use of sick leave to be used for additional family members
- Reduced the accrual of vacation leave years of service from 4 columns to 3 columns resulting in 23 days paid vacation beginning in 6th year (from 11)
- 2 Religious Days
- Support Staff education/training increase to \$2,000 (from \$1,000)
- Temporary employees to be paid for holidays occurring around the time of their employment instead of waiting for 60 calendar days (employee hired in December was going to be denied pay for the Christmas break)
- Temporary employees hired into any permanent position will accrue leaves and have salary placement according to their initial hire date
- External hires to be placed on schedule in accordance with their 12-month salary preceding employment at CTA but not higher than Step 3; CTA to give written notice to CAS regarding the Step placement, with supporting rationale for said placement
- Choice of shift change now includes 30-minute lunch
- Make-up time now allowed to be done at end of day as well as during a lunch hour
- Change job performance “year” from member’s anniversary date to CTA’s fiscal year – specified that the performance review for any given year must be completed within the fiscal year
- Changes to Reclassification Panel and reduced to one panel meeting at least once a year; panel decision to be binding on all parties; panel to be comprised of HR manager, two management employees, and one CAS member acting as ex-officio member of panel; member going for reclass can have an additional union representative attend the panel hearing
- Moving expenses – added language that specifies that CTA reimbursement can have tax implications for the employee

- DHRM to notify immediate supervisor when union release time is being used by one of their employees
- Added “ancestry, religion, gender (replaced “sex”), disability, medical condition, and veteran status to Non-Discrimination article
- New Article 36 Technology
- List of Arbitrators inadvertently left out of Contract when printed

CTA/CAS/CSO Tripartite Bargaining – CTA Employees’ Retiree Benefits Trust

On June 1, 2004, CTA, CAS, and CSO sign off on an agreement that increases the funding to the ERBT from 21.5% to 23.5% effective January 1, 2006 - 2% continues to be diverted to Retiree Medical Benefits

2005 – 2006 Bargaining

Cathy McGuigan, Chair – Jeanne Akins, Dean Chandler, Debra Matthews, James Shepherd, and David Unruhe

1-Year Agreement

Negotiations with CTA were set to begin April 4, 2005, however CTA was anxious to have bargaining over with as quickly as possible – they were in a political battle with the Governor. Members of the CAS bargaining team and the CAS President meet with CTA in Southern California on February 24, 2005, and agree to a 1-year settlement that puts CAS on the same bargaining year as CSO.

- 2% Salary increase
- Establishment of the Catastrophic/Extraordinary Leave Bank
- Trustee Alts to attend meetings under CTA release time not under the limited CAS release time
- Establishment of a joint committee to develop reclassification criteria
- Establishment of a joint committee to develop a voluntary alternate week pilot program

CTA/CAS/CSO Tripartite Bargaining – CTA Employees’ Health and Welfare Benefits Trust

May 2, 2005 Agreement

- CTA shall fund the CTA EHWBT so that the audited Trust reserves, on August 31, 2006, will not be less than the audited Trust reserves on August 31, 2005, with consideration for decline in investment value, and that the total CTA contribution for 2005-06 not exceed 10% of the preceding year cost.
- The diverted 2% from the ERBT to the EHWBT would remain in effect.

2006 – 2009

Debra Oshige, Chair - Dawn Basurto, Jeanne Akins, Laura Eastridge-Murphy, Rhonda King, and Roger Urroz, Jr. (CAS President Kathy Hill all Bargaining Sessions)

First time same-year bargaining of CAS and CSO successor contracts

Salary & Other Compensation

2006-07	3.0%	Salary increase + <ul style="list-style-type: none">• Longevity bonus increase
2007-08	3.0%	Salary increase
2008-09	4.0%	Salary increase

- Mileage increase to 65¢ per mile and the portion that exceeds the IRS limit now taxable
- Meal allowance increase to \$70/per day & \$50/ per meal
- Add language allowing CTA to hire agency personnel for vacation coverage (not to exceed 90 days)
- CAS members who are not selected for a position for which they applied shall have all written requests, responses, or replies to/from CTA placed in a sealed envelope. The member can include a response or attach additional pertinent information.
- Tax implication language added to beginning of Overtime Work and Business Expense article.
- Comp time changed to comply with federal and state laws. New limitations.
- New language regarding Personnel File materials states when an employee is exonerated of wrong-doing, materials related to the allegation shall be expunged from the employee's personnel file
- Continuation of the Flexible Schedule Pilot Program
- Implementation of the previously-negotiated (2005-06) joint CTA/CAS Reclassification Committee to review criteria and guidelines for reclassification
- Organizational release time increase to 210 days (up from 200)
- Secured part-time employee eligibility to use Family Medical Leave
- Added specific language regarding the employer-paid all (VDI) or portion of (SDI) disability insurance
- New language providing for regular CAS meetings with management
- One additional Confidential Assistant for a total of 16
- To secure a Religious Holiday, the member must give reasonable advance notification to their immediate supervisor
- Updated List of Arbitrators and again included in Contract

CTA/CAS/CSO Tripartite Bargaining – CTA Employees' Health and Welfare Benefits Trust & CTA Employees' Retirement Benefits Trust

The parties reach the following agreement:

- CTA will contribute 5% of gross payroll in "new" money to the CTA EHWBT for Retiree Medical Benefits
- The ERBT funding which was in effect January 1, 2006 (23.5% with 2% going to Retiree Medical Benefits) reverts back to its previous funding of 21.5%
- The 2% from the ERBT will be added to the 5% and CTA's and other participating employer's ongoing contribution to the EHWBT for Retiree Medical Benefits will be 7% per year of gross payroll including FICA.
- The parties are to instruct their Trustees to achieve a cost reduction of \$630,000 (equal to 1% of employer contribution) by October 1, 2007. Reductions may include

disease management practices and quality of care programs. If Trustees are unable to achieve the reduction through other means, then, as a last resort, trustees may make reasoned benefit modifications having as little personal financial impact as possible on participants.

(With the money to be saved in the EHWBT and the 2% transfer from the ERBT, CTA's actual "new" money contribution to Retiree Medical Benefits equals 4% of gross payroll including FICA)

CTA Employees' Health and Welfare Benefits Trust

In order to fulfill the obligation of the bargained provision of the contract that the EHWBT Trustees reduce their cost by \$630,000, the Trustees met and reached a Settlement Agreement on November 20, 2006, that included:

- Implement Best Doctors program
- Additional wellness and incentive programs budgeted up to a total of \$300,000 per year based on best-practice theories of wellness and cost management
- Established rate for the 2006-07 year
- To recommend to the bargaining parties a 1% increase of gross payroll per year (making it 8%) contribution to the EHWBT from the participating employers
- Deadlock motions to be withdrawn

January 31, 2007

CTA, CAS, and CSO signed a *Letter of Agreement* implementing, effective January 1, 2008, the additional 1% of funding to the EHWBT, equaling 8% per year of gross payroll including FICA, for Retiree Medical Benefits. (This brings CTA's actual new money contribution to Retiree Medical Benefits to 5%.)