

California Associate Staff
TENTATIVE AGREEMENT
May 12, 2009

~~The following proposal is presented as a package.~~

Except for the additions and modifications delineated below, CAS and CTA agree ~~proposes~~ to maintain current contract language on all other articles for the term of the successor agreement.

* **ARTICLE 1. TERM OF AGREEMENT**

Three years: September 1, 2009 through August 31, 2012.

ARTICLE 3. DEFINITIONS

- O. **Agreement: "Union" - The California Associate Staff (CAS), an affiliate of the National Staff Organization (NSO).**

ARTICLE 4. CATEGORIES OF EMPLOYMENT

- D. **"Agency Personnel":** The Association may retain agency personnel under the following circumstances and may extend ~~timelines~~ upon mutual agreement between the Association and the Union:
1. To perform work of an overflow nature, including vacation coverage, lasting not more than ninety (90) ~~calendar~~ **working** days.
 2. To perform job duties for a period of not more than ninety (90) ~~calendar~~ **working** days in a bargaining unit position which is temporarily vacated.
 3. To perform job duties in a regularly vacated position for not more than ninety (90) ~~calendar~~ **working** days to accommodate the hiring process.

ARTICLE 6. HOURS OF WORK

- D. **Agreement:** When an employee requests a variation in the workday, it shall be limited to ~~a one (1) hour~~ **up to a two (2) hour** shift change or a thirty (30) minute lunch period. Such requests for variations shall be reviewed by the Association. If upon this review it is determined that the shift change does not impact adversely on the workflow of the department and/or work location, it may be approved subject to periodic review.

~~Two (2) hour shift changes in either direction may be allowed on an infrequent temporary basis, no longer than a week at a time. The employee may request this in advance due to personal or family emergency, or some unusual circumstances such as having to undergo a series of medical/therapy treatments. This may be granted without applying any leaves such as vacation or sick leave. However, if such a change in work schedule~~

during the period requested would adversely affect the work of the office where the employee works, the request may be denied.

- G. **CTA and CAS will establish a joint committee to identify and implement consistent practices pertaining to flexible work schedules. Recommendations shall be referred back to the bargaining parties for consideration and possible modification of the collective bargaining agreement.**

Specific Guidelines and Criteria for Flexible Work Schedule Pilot Program

1. ~~The Association and the Union agree to establish a joint CTA/CAS committee to develop specific guidelines and criteria for the implementation of a voluntary flexible work schedule pilot program for employees for 2006-07. The committee shall consist of three (3) members selected by the Association and three (3) members selected by the Union. The initial meeting of the committee shall convene no later than two (2) months after ratification by CAS of this Agreement. The committee may seek resources external to CTA if it deems necessary.~~
2. ~~The parties shall, in good faith, make every effort to establish guidelines and criteria that will allow employees to voluntarily work a flexible work schedule of up to a two (2) hour shift change of the normal workday and/or a four (4) day work week of eight and three quarters (8.75) hours per day for a total of thirty five (35) hours per week.~~
3. ~~The committee will establish guidelines and criteria that include, but are not limited to: overtime compensation, per the intent of Article 7, and leave conversion for employees who work a four (4) day work week; hours of work; and program assessment.~~

~~The recommendations of the committee will be sent to the Association and the Union for mutual agreement. Upon mutual agreement, the criteria will be sent to all CAS bargaining unit members. At the conclusion of the pilot program, CTA and CAS will assess whether to continue the program.~~

***ARTICLE 7. OVERTIME WORK AND BUSINESS EXPENSES**

- G. **Agreement:** Necessary expenses incurred by the employee in the performance of his/her assignment shall be reimbursed according to the following:

1. The following provisions shall apply to bargaining unit members who use their personal automobiles for Association business:
 - i. **An employee who chooses to travel for CTA business by use of a rental car shall secure advance approval from the Employer.**
4. Allowable expenses for meals shall not exceed the actual amounts paid. Reimbursement for meals for the duration of this Agreement shall be limited to seventy dollars (\$70.00) for any one day, including tax and tip., and fifty dollars (\$50.00) for any one meal, including tax and tip. The employee shall furnish receipts for single meals of thirty-five dollars (\$35.00) or more.

ARTICLE 12. CLASSIFICATION/RECLASSIFICATION

B. Permanent Reclassification

2. **Agreement:** Upon receipt of a request for reclassification, the Manager of the Department of Human Resources Management will send a written acknowledgement of receipt to the employee and the Union President and respond to all appropriate parties in writing as to the date and time of the panel hearing.
3. **Agreement:** There shall be one (1) Reclassification Panel. The panel shall be scheduled to hold hearings when three (3) or more reclassification requests are received; at least once per year. However, additional panel hearings may be scheduled as deemed necessary by mutual agreement between the Association and the Union. The panel shall consist of the Manager of Human Resources Management, two management employees, and a CAS member who shall participate as an ex-officio member of the panel. The decision of the Reclassification Panel shall be binding on both parties.
 - a. CAS will provide reclassification coaching and assistance to employees requesting reclassification to increase understanding of the reclassification process, guidelines and criteria, and to better prepare them for their panel presentation. This coaching/assistance is not intended to discourage any CAS member from seeking reclassification. The Union will notify the Department of Human Resources Management when the coaching process is complete for each employee. CAS may use CAS release time for coaching.

D. Specific Guidelines and Criteria for Reclassification

~~Agreement: The Association and Union agree to establish a joint CTA/CAS committee to develop specific guidelines and criteria for reclassification. The committee shall consist of three (3) members selected by the Association, three (3) members selected by the Union, and one (1) neutral person mutually selected and agreed upon by the Association and the Union. The initial meeting of the committee shall convene no later than November 15, 2006. The committee may seek resources external to CTA if it deems necessary. The recommendations of the committee will be sent to the Association and the Union for mutual agreement. Upon mutual agreement, the criteria will be sent to all CAS bargaining unit members.~~

ARTICLE 13. STAFFING CHANGES

C. Bumping Rights

4. **Agreement:** The employee shall, within ~~five (5)~~ **ten (10)** days, following receipt of the notification provided for in Section C.3., above, inform the Association and the Union in writing if the employee is willing to accept the position and willing to

render the service being performed by the less senior employee in the position identified. Upon request by the employee, the Association may extend the above time line by an additional five (5) days. Failure by the employee to so notify the Association or notification that the employee is not willing to accept the position and/or to render the service shall constitute a waiver of the employee's rights under this Article.

* **ARTICLE 17. INSURANCE/FRINGE BENEFITS**

- B. For the term of this Agreement, CTA shall pay to the Trust an annual amount prorated and paid monthly, for all bargaining unit members as follows:
2. ~~CTA contribution for medical insurance shall be at the highest premium level established by the Trust plus CTA will contribute an additional one hundred five dollars (\$105.00), derived from the 2000-2001 actual dollar differential between the CTA contribution and the 2000-2001 Blue Cross premium.~~

CTA and participating employer contributions shall be at the Blue Cross composite rate for all CTA Blue Cross participants plus \$105 per month. CTA contributions for Kaiser participants shall be at the employee plus family rate plus \$105 per month. The parties shall direct its trustees to implement this contribution, effective September 1, 2008.

- D.
1. Health Trustees shall investigate, with advice from Trust professionals, outcome management practices and quality of care programs during the first year of this Agreement (**2006-07**) which are designed to lower long-term overall cost to the Trust.

* **ARTICLE 18. RETIREMENT**

D. **Retirement Medical Benefits**

1. CTA shall provide eligible employees and their eligible dependent(s) health, dental, and vision benefits for life upon retirement, provided that said employees and their dependent(s) meet the eligibility requirements specified in Sections D.3. through D.6., below.
 - a. The level of health, dental, and vision benefits provided under the CTA Staff Retirement Plan shall be comparable to those benefits provided active employees, pursuant to Article 17 and Appendix J of this Agreement.
2. The CTA Employees' Health and Welfare Benefits Trust shall reimburse eligible retirees and/or their eligible dependent(s) for the premium cost for enrolling in Medicare Parts A and/or B. **Reimbursement for Part B will not be made for premiums paid that are more than 12 months old (one year retroactively).**

3. To be eligible to receive Retirement Medical Benefits under this Section, an employee shall:
 - a. (Until August 30, 2012) have served ten (10) continuous, consecutive years of employment and participated in the CTA Health and Welfare Benefits Trust for that same period immediately prior to retirement as a regular employee with CTA and/or another Participating Employer. ~~prior to retirement;~~

(Beginning August 31, 2012) have served twelve (12) continuous, consecutive years of employment and participated in the CTA Health and Welfare Benefits Trust for that same period immediately prior to retirement as a regular employee with CTA and/or another Participating Employer.
 - b. Retire and draw a Retirement Pension Benefit from the CTA Staff Retirement Plan, within thirty (30) days of separation from employment;
 - c. Be fifty (50) years of age or older, except for medically-certified disabilitants who meet the service requirements of the Association's disability policy;
 - d. Be eligible to receive a Retirement Pension Benefit, pursuant to Section C-4, above;
 - e. Have been receiving employer-provided active employee **health**, dental, and vision benefits from the Association (or another Participating Employer) for the twelve (12) months immediately preceding retirement; and
 - f. Begin the receipt of Retirement Medical Benefits without interruption upon cessation of employer-provided active employee health, dental, and vision benefits (i.e., maintained continuous coverage).

E. Pension Annuity and Medical Benefits Funding and Contributions

1. CTA shall bear the cost of funding the CTA Staff Retirement Plan Retirement Pension and Medical Benefits as follows:
 - a. The Association (and other Participating Employers) shall pay the full amount of CTA Staff Retirement Plan contributions in a timely manner.
 - b. Beginning September 1, ~~2006~~ 2009 and continuing thereafter, the Association (and other Participating Employers) shall make contributions to the CTA Employees' Retirement Benefits Trust to fund the Retirement Pension Plan:
 - (1) In the amount of ~~twenty-one and one-half percent (21.50%)~~ thirty-three and one-half percent (33.5%) of total gross payroll cost,

including FICA, paid by the Association and each other Participating Employer, as established annually by an independent audit.

- (2) If the cost of providing Retirement Pensions increases above ~~twenty-one and one-half percent (21.50%)~~ **thirty-three and one-half percent (33.5%)** of total gross payroll, including FICA, paid by the Association and each other Participating Employer, the parties agree to bargain what steps must be taken to implement this Section. The Union agrees that "bargaining" as used in this Section will be limited to this issue and will be conducted by a single bargaining team representing both CAS and CSO.
- (3) CTA and other Participating Employers shall contribute ~~seven percent (7%)~~ **eight percent (8%)** per year of gross payroll, including FICA, to the CTA Employees' Health & Welfare Benefits Trust. These funds shall be dedicated to providing retiree health benefits.

Conceptual Agreement:

[Two (2) percent savings of total gross payroll directed from item #16 of CTA's last proposal (Medco maintenance drug mail order incentive), rate setting conceptual proposal (Article 17), business and vehicle expense amounts to be maintained at the current contract rate, and Medicare Part B reimbursement limitations shall be applied to the employer contribution.]

G. Deferred Compensation Retirement Contributions

4. CTA shall match on a dollar-for-dollar basis an employee's contribution to that employee's 401(k) Plan up to, but not exceeding, the percentage of the employee's salary stated below. CTA additionally shall contribute a percentage of the employee's salary without any matching requirement as stated below.

Contribution % of Salary
(Appendix D) With Match 1.0%

Contribution % of Salary
(Appendix D) Without Match 5.0%

During 2009-2010 and only for that fiscal year- 2% of employer contribution to employee 401(k) (reference Article 18.G.4) shall be redirected and added to an employer contribution of 31.5% increasing the total contribution to 33.5%

During 2010-2011 and only for that fiscal year- 1% of employer contribution to employee 401(k) (reference Article 18.G.4) shall be redirected and added to an employer contribution of 32.5% increasing the total contribution to 33.5%.

Contribution % of salary (unless otherwise redirected, Article 18.G.4) (Appendix D) without match 5.0%.

ARTICLE 19. LEAVES OF ABSENCE

A. Sick Leave

11. **Agreement:** Under provisions of this Section, the following interpretations shall be made: sick leave shall be interpreted to mean any personal illness of the employee or of the employee's spouse, **domestic partner**, children, or other members of the employee's immediate household which requires the employee to be absent from work. It shall also be interpreted to mean any serious illness of the employee's immediate family or dependents (outside of the household), as defined in Article 3, Section J, for which reasonable cause exists for the employee to be absent from work. In the event that such absence is expected to be for an extended period of time, the employee shall give timely notification of such cause and anticipated duration of such leave to the employee's immediate supervisor.

B. Childbirth Leave

Agreement: Employees shall be allowed three (3) days of childbirth leave, without loss of pay or benefits, and this leave may be taken immediately before, during or **within ninety (90) calendar days of the child's birth.** ~~after the child's birth.~~ Additional childbirth leave with pay may be approved by the employer. ~~If more than three (3) days are needed, provisions of Section A.8., above, shall apply.~~

ARTICLE 25. ORGANIZATIONAL RELEASE TIME

- D. Release time shall be provided for not more than **two hundred fifteen (215)** ~~two hundred ten (210)~~ person workdays (cumulatively) during any one CTA fiscal year, exclusive of grievance processing and negotiations release time provided above which shall not be counted in the cumulative total of release time days.

* APPENDIX D. ASSOCIATE STAFF SALARY SCHEDULE

2009-10 salary schedule shall be increased by 0%.
2010-11 salary schedule shall be increased by 0%.
2011-12 salary schedule shall be increased by 1.6%.

APPENDIX E. Agreement: STAFF POSITIONS STRUCTURE

<u>SCHEDULE</u>	<u>TITLE</u>	<u>SCHEDULE</u>	<u>TITLE</u>
A	Building Assistant Clerical Assistant Receptionist Switchboard Operator	F	Accountant III Business Systems Specialist Conference Program Specialist Facility Specialist Field Support Specialist
B	Building Assistant III Clerical Assistant III		Governance Program Specialist Governmental Relations Specialist

- ~~Data Entry Assistant II~~
~~Duplication Center Operator~~
- C Accounting Assistant II
Human Resources Assistant
Office Services Assistant
Office Services Coord. Asst I
~~Press Operator III~~
Secretary II
- D Accountant I
Accounting Assistant III
GR Office Services Coord. Asst
Headquarters Office Services
Coord. Asst
Legal Associate I
Press Operator IV
Records Center Specialist
Reprographic Technician
Secretary III
- E Accountant II
Editorial Assistant
Field Services Specialist
Human Resources Analyst I
Legal Associate II
Legislative Assistant
Maintenance Technician
Research Assistant III
Secretary IV
Secretary to Department Manager
- ~~Human Resources Analyst II~~
Human Resources Specialist
- IPD Specialist
Legal Associate III
Legislative Relations Specialist
Member Benefits Analyst
Membership Specialist
Multimedia Support Specialist
- NOD Program Specialist
Office Services Specialist
Property Management Assistant
Publications Support Specialist
Purchasing Specialist
Regional Administrative Assistant
Research Assistant IV
Secretary V
Technical Support Specialist
- G Accounting Specialist
Conference Program Specialist II
Divisional Assistant
Information Center Analyst
Member Benefits Analyst II
Membership Specialist II
Office Services Coord. Asst II
Purchasing Specialist II
Research Specialist
Website Editorial Assistant

APPENDIX K. LIST OF ARBITRATORS

ARBITRATOR LIST	
NORTH	SOUTH
Norman Brand	Howard Block
Thomas Christopher	Mark Burstein
Barbara Bridgewater	Doug Collins
Louella Nelson	Judy Gust
John Kagel	Michael Prihar
Charles Askin	Fredric Horowitz
William Gould	Phil Tamoush

HOUSEKEEPING SECTION

- ✓ Agreement: Include Contract Index
- ✓ Agreement: Bring all dates current

CAS believes that this proposal regarding the Retirement Trust will sufficiently fund the Retirement Trust to move us out of the Red Zone.

For CTA:

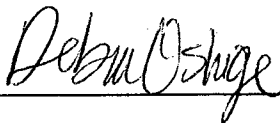
Dean Vogel, CTA Vice President, CTA Bargaining Chair



May 12, 2009

For CAS

Debra Oshige, CAS Bargaining Chair



May 12, 2009