



**California Associate Staff
COUNTER PROPOSAL #11**
April 28, 2009

The following proposal is presented as a package.

Except for the additions and modifications delineated below, CAS 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 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.~~

***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)~~ **twenty-five dollars (\$25.00)** or more. **Employees assigned to CTA conferences may expense meals even when group meals are provided.**

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.

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**

Conceptual Proposal:

CTA contributions shall be at the Blue Cross composite rate for all CTA Blue Cross participants plus \$105. CTA contributions for Kaiser participants shall be at the employee plus family rate plus \$105. The parties will direct its Trustees to implement this agreement for plan year 2008-09.

* **ARTICLE 18. RETIREMENT**

D.3.a. – Have served ten (10) continuous, consecutive years of employment immediately prior to retirement as a regular employee with CTA and/or another Participating Employer prior to retirement;

Effective 8/31/2012, have served twelve (12) continuous, consecutive years of employment immediately prior to retirement as a regular employee with CTA and/or another Participating Employer prior to retirement;

E.1.b.(1) and E.1.b.(2) Increase contribution to 33.5%.

Two percent (2%) savings of total gross payroll derived from Item #16 (Medco maintenance drug mail-order incentive), Item #48 (Medicare Part “B” reimbursements for current member premiums retroactive up to one (1) year); rate-setting conceptual proposal (above, Article 17), and business and vehicle expense amounts maintained at the current contract rate, shall be applied to the employer contribution.

2009-10 : 2% of employer contribution to employee 401(k) [see Article 18.G.4] shall be redirected and added to an employer contribution of 31.5% increasing the total contribution to 33.5%.

2010-11: 1% of employer contribution to employee 401(k) [see Article 18.G.4] shall be redirected and added to an employer contribution of 32.5% increasing the total contribution to 33.5%.

2011-12: 0% of employer contribution to employee 401(k) [see Article 18.G.4] shall be redirected for a total employer contribution of 33.5%.

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.~~

*** 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 3% on 9/1/11 & by 1% on 3/1/12.**

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 Governance Program Specialist Governmental Relations Specialist Human Resources Analyst II Human Resources Specialist
B	Building Assistant III Clerical Assistant III Data Entry Assistant II Duplication Center Operator		IPD Specialist Legal Associate III Legislative Relations Specialist Member Benefits Analyst Membership Specialist Multimedia Support Specialist
C	Accounting Assistant II Human Resources Assistant Office Services Assistant Office Services Coord. Asst I Press Operator III Secretary II		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
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		Accounting Specialist Conference Program Specialist II Divisional Assistant Information Center Analyst
E	Accountant II Editorial Assistant Field Services Specialist	G	

Human Resources Analyst I
Legal Associate II
Legislative Assistant
Maintenance Technician
Research Assistant III
Secretary IV
Secretary to Department Manager

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

NORTH

Norman Brand
Barbara Bridgewater
Thomas Christopher
~~Barbara Chvany~~
~~Catherine Harris~~
John Kagel
Louella Nelson
Barry Winograd
Jerilou Cossack

SOUTH

~~Reginald Alleyne~~
Howard Block
Mark Burstein
~~Doug Collins~~
Judy Gust
Michael Prihar
~~Thomas Roberts~~
Phil Tamoush
Jan Stiglitz
Fred Horowitz

HOUSEKEEPING SECTION

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

CAS believes that this proposal regarding the Retirement Trust will immediately move the Retirement Trust out of the Red Zone.

CAS reserves the right to revert to its initial proposal if the above proposal is not accepted in its entirety.