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Newly Proposed, Previously Proposed, Agreed, Newly Agreed, Existing, ~~Existing Struck~~

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall become effective on September 1, ~~2020~~2023, and shall continue in full force and effect through August 31, ~~2023~~2026.

ARTICLE 2. RECOGNITION

2.A Bargaining Representative

The Association recognizes the Union as bargaining representative for all associate staff as defined in this Agreement with regard to salaries, economic benefits, hours of work, and other terms and conditions of employment.

2.B Bargaining Unit

The bargaining unit is composed of all associate staff employees as defined in Article 3 of this Agreement, except for the following employees who are excluded from the unit:

2.B.1 Supervisory, confidential, professional and managerial.

2.B.2 Members of any other bargaining unit recognized by the Association excepting those who otherwise are made a part of the associate staff bargaining unit through voluntary recognition by the Association, or actions of the National Labor Relations Board (NLRB) or Federal Court(s).

ARTICLE 3. DEFINITIONS

3.A "Agency Personnel" - Any individual whose services are retained by the Association to perform work of a kind and nature similar to the work performed by members of the bargaining unit and who performs this work for payment as an independent contractor and/or an employee of an employment agency, an organization, and/or an employee of a company other than the Association.

3.B "Associate Staff" - For purposes of this Agreement, means all associate staff bargaining unit members.

Unless otherwise specified, any and all references to associate staff in this Agreement shall be interpreted to mean members of the bargaining unit. Any inconsistencies in term usage are deemed coincidental in that the terms "bargaining unit members" and "associate staff," or any similar terms, are interchangeable.

3.C "Association" - The California Teachers Association (CTA).

3.D "Confidential Assistants" are defined as employees who, by virtue of their job duties,

deal with information directly concerning the Association's data, stratagems, tactics, positions or planning in negotiating with the Union or who help develop or implement management's position in grievance processing, arbitrations or litigations with the Union.

3.E "Days" - As used in this Agreement mean working days unless otherwise specified in the Agreement.

3.F "DHRM" - Department of Human Resources Management.

3.G "Domestic Partner" - As used in this Agreement is defined as follows:

A person in a condition of financial interdependence with an employee/Retiree in that the employee/Retiree and the Domestic Partner are liable to third parties for any obligations incurred by one or the other for the common necessities of life, such as food, shelter and medical care.

The persons consider themselves life partners and under California law would not be prevented from marrying the member on account of relationship to the member, are not legally married and must be free to enter into the relationship and have no similar relationship with another person.

The employee and Domestic Partner must execute an affidavit that the terms of the definition have been met, and affirm that the Domestic Partner shall be eligible for continuing coverage under COBRA.

This arrangement may have tax implications for either partner, but will not carry tax implications for either CTA or CAS.

3.H "Employer" - As used in this Agreement is defined as the CTA Board of Directors acting through its chief administrative officer, the CTA Executive Director and the Executive Director's agents through management delegation.

3.I "Fiscal Year" - For purposes of this Agreement, the fiscal year shall date from September 1 through August 31. The Association may change its fiscal year without bargaining. In such event, any adjustments necessary to prevent a negative impact on the Union or on bargaining unit members shall be made forthwith, or as soon as the need for adjustment becomes known.

3.J "Immediate Family" - Immediate family shall be defined as: mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, **any** grandfather, **any** grandmother, **any** grandchild, aunt, uncle, niece, nephew, **and Domestic Partner, and people who the employee has a close familial type relationship with. In-laws shall include domestic partners of immediate family members.**

- 3.K "Month" - For the purpose of figuring annual leave, sick leave and eligibility for step increase, a first or last "month" of service shall mean ten (10) or more days of employment in any calendar month. No credit shall be allowed for less than ten (10) days. For the purpose of this paragraph, a listed holiday as defined in this Agreement shall be considered a working day.
- 3.L "Subcontracting" - Subcontracting shall be defined as the payment for the performance of work of a kind and nature similar to the work performed by members of the bargaining unit, to any individual, group of individuals, companies and/or organizations other than Association employees.
- 3.M "Supervisor" - Any and all references to "supervisor" within this Agreement shall mean the supervisor as designated by the employer.
- 3.N "Supervisory Employees" shall be defined as employees having responsibility in the interest of the employer to do or effectively recommend one or more of the following: to employ, promote, transfer, suspend, lay off, recall, discipline, discharge, assign, reward, or adjudicate grievance of other employees, or direct work of others, if in connection with the foregoing, the exercise of such responsibility is not of a merely routine nature, but requires the exercise of independent judgment.
- 3.O "Union" - The California Associate Staff (CAS), an affiliate of the National Staff Organization (NSO).
- 3.P The parties agree to update use of pronouns as follows and agree these changes aren't substantive and do not change the substantive meaning of the so modified provisions. "They," "their," "them," and "themselves" are herein used as both singular and plural pronouns. Some verbs often used as plural verbs may also be used as singular verbs.

ARTICLE 4. CATEGORIES OF EMPLOYMENT

- 4.A "Regular Employee": An employee other than a probationary employee or a temporary employee as defined herein.
- 4.B "Probationary Employee": An employee, upon initial employment by the Association for continuous service other than temporary service, who is serving a probationary period of eight (8) months. A probationary employee may be dismissed at the discretion of the Association in accordance with Articles 10 and 14.
- 4.C "Temporary Employee": An employee who is employed on a non-continuing basis by the Association for a period of time not to exceed twelve (12) months shall be classified as a "Temporary Employee."
 - 4.C.1 With the exception that temporary employees will be paid for holidays immediately upon employment, the provisions of this Agreement shall not apply to temporary employees employed for less than sixty (60) consecutive

calendar days within a twelve (12) month period.

After a temporary employee has been employed for sixty (60) consecutive calendar days, the provisions of this Agreement shall apply, except for: Articles 9.A, 9.B, 9.D, 9.E, 9.F, 10, 12, 13, 14.A, 14.B, 16.H, 19.A.8, 19.I, 22, 33.A.1, 33.A.2, 33.B, and appendices A, A-1, C, C-1, C-2, F, F-1 and K.

- 4.C.2 The employment of a temporary employee shall not exceed twelve (12) months except in cases where the temporary employee has been employed to fill a position which has been vacated temporarily by a regular employee who is expected to return to that position. In such cases, the term of employment of the temporary employee shall not exceed the period of absence of that regular employee.
 - 4.C.3 In the event that the Association has employed a temporary employee in a temporary position which subsequently becomes a regular position, that position shall be posted and filled pursuant to Article 5.
 - 4.C.4 If a temporary employee applies for and is selected for a permanent position, salary schedule placement, vacation leave, sick leave and seniority shall accrue as though the employee had been a regular employee from the date of initial employment and time served up to five (5) months as a temporary employee shall count toward fulfilling the probationary requirement.
 - 4.C.5 The Association shall not hire persons to regular vacated positions on a temporary basis for longer than six (6) months, unless said regular vacated position is being eliminated or modified as a result of budgetary and/or reorganization considerations.
- 4.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:
- 4.D.1 To perform work of an overflow nature, including vacation coverage, lasting not more than ninety (90) working days.
 - 4.D.2 To perform job duties for a period of not more than ninety (90) working days in a bargaining unit position which is temporarily vacated. ~~If the vacancy is due to medical leave, adoption leave or baby bonding, as covered by applicable California and/or Federal law, the Association may retain agency personnel for the duration of such leave and/or the return of the employee to work.~~
 - 4.D.3 To perform job duties in a vacated position for not more than ninety (90) working days to accommodate the hiring process.

- 4.D.4 Within ten (10) days of hire, the Association will provide to the Union the name, location, start date of Agency Personnel, rationale for hire and projected end date.
- 4.E "Full-Time Employee": An employee who works five (5) full days per week on a continuing basis. All earned leave days, jury service days, and holidays shall be considered workdays.
- 4.F "Part-Time Employee": An employee who works less than five (5) full workdays per week on a continuing basis other than temporary employment. Part-time employees who work twenty (20) hours or more per week shall receive full benefits as provided full-time employees and described in Appendix J of this Agreement.
- 4.G "Partial-Year Employee": An employee who is employed on a continuing basis for less than twelve (12) months of the year other than a temporary employee. Benefits of this Agreement shall accrue in direct proportion to the percentage of a full year worked. Such employees shall be classified as "regular employees." At the option of the employee, insurance coverage for periods not worked may be continued at the employee's expense.

ARTICLE 5. EMPLOYMENT OF ASSOCIATE STAFF

The Association agrees to the principle of maximizing transfer and promotional opportunities for all bargaining unit members. When filling vacancies, the Association shall interview and consider all internal applicants who have completed probationary period in accordance with Article 4.B, **unless no interview is required as provided for in Article 13.F.1.**

- 5.A Subject to Article 13, Section E.1., the Association shall, within thirty (30) days send notice in writing to all bargaining unit members in each CTA office where bargaining unit members are employed, of all associate staff vacancies or newly-created positions. Such notice shall include a job description of duties and responsibilities, qualification requirements and salary schedule classification so that employees already on payroll might apply and be considered before such vacancies are advertised and/or applicants recruited who are not on staff. The Association shall acknowledge all applications from bargaining unit members in writing. At any time after the notice is received and before the vacancy is filled, bargaining unit members may make application for the position. Outside recruitment may not take place until ten (10) days have elapsed after the date of the notice and no bargaining unit member has been selected to fill the opening. **If a vacancy is not filled within thirty (30) days of the external posting, the Association shall pay the Union dues, Health Trust and Pension contributions for the vacant position until the vacancy is filled.**
- 5.B All qualified bargaining unit members who apply for vacant and/or newly-created CTA positions shall be given priority consideration **and shall be interviewed. Bargaining unit members who are applying for a voluntary transfer into the same position description will not be required to test. All bargaining unit members not selected to be interviewed**

will be notified before the interview process begins, and upon request, given an explanation of why no interview was granted. The vacancy or newly-created position must be flown for a minimum of ten (10) days before internal interviews may take place. Bargaining unit members who apply shall be given written notification of the hiring decision within ten (10) days after such action has been taken.

- 5.C The Association shall make known in writing to a new employee at the time of employment the title of the position, salary schedule classification and step placement, and give the employee a copy of the written job description as advertised. Within ten (10) days, a copy of the job description shall also be provided to the CAS President.
- 5.D At the time a new employee is hired, the Association shall notify the Union Treasurer, in writing within ten (10) days, giving the name of the new employee, starting date, classification and step placement on the salary schedule. **The Association will provide release time of up to 3 hours plus travel time for a Union representative and new employee(s) to meet.**
- 5.E Initial placement on the salary schedule shall be uniform in assessment and application for all new employees. New employees shall be placed on the salary schedule, Appendix D, on Step 1, except in cases based upon the following criteria:
 - 5.E.1 Prior experience with CTA affiliated organizations or UniServ Units shall receive year-for-year credit for prior service and be placed on the appropriate step of the designated salary schedule up to Step 5.
 - 5.E.2 Any external hire not qualifying under Section E.1, above, shall be placed on a step that is at a figure equal to but not to exceed what the employee actually earned in the twelve (12) months immediately preceding employment by the Association up to Step 3. The external applicant will provide verification of their rate of pay.
- 5.F In computing the amount of creditable salary under this Section, the Association shall include all pay for previous work performed relevant to the job for which he or she is hired by CTA. The Association shall not include the following employer-paid benefits for salary placement consideration: one-time payments and/or bonuses, contributions to defined benefit or defined contribution plans, employer-paid 401(k) plan annuities, paid vacation, sick leave, any other leaves, or other health and welfare benefits; auto and/or travel allowances; moving expenses; or reimbursement for professional and other business expenses.
- 5.G The Association shall provide CAS with a written statement of the Association's initial salary schedule placement and the supporting rationale for the initial placement for all newly-hired employees prior to the sixth (6th) pay period after their date of hire.
- 5.H If an employee terminates and is rehired (unless pursuant to Article 9, Seniority, the employee receives an earlier seniority date), the employee shall be considered a new

employee and will commence employment in a probationary status. Employees shall have the option of buying back retirement credit under provisions of the CTA Staff Retirement Plan.

5.I Bargaining unit member applicants not selected for the vacancy shall, upon written request, be given in writing the reason(s) for such non-selection. All requests, responses or replies written with respect to this Article shall be placed in a confidential sealed envelope. The employee may provide a written response and/or attach pertinent information designed to offset, disprove or explain information noted in the written reply. The envelope will be accessible to the employee. This envelope will be maintained and used only by the Department of Human Resources Management and will not be used for disciplinary or dismissal purposes. The sealed confidential envelope will be available only for the purpose of Association defense in cases of litigation and/or charges waged against the Association.

5.J Temporary Positions

5.J.1 All temporary positions lasting more than ninety (90) consecutive calendar days must be flown. Under normal circumstances, temporary positions have a maximum duration of twelve (12) consecutive months. Bargaining unit members who fill a temporary position shall be guaranteed a return to their previous position.

5.J.2 If the Association determines it is advantageous to extend the duration of a temporary position filled by a bargaining unit member beyond twelve (12) months, the bargaining unit member shall be guaranteed a return to their previous position at the termination of the temporary position.

ARTICLE 6. HOURS OF WORK

6.A The normal workday and workweek of employees shall be 9:00 a.m. to 5:00 p.m., Monday through Friday, subject to variations in some offices due to the necessity of covering phones or conducting the regular business of the Association.

6.B During this work period, employees shall be entitled to an unpaid, duty-free lunch period of sixty (60) minutes and a duty-free fifteen (15) minute paid rest period each half or major fraction thereof in a workday.

6.C When a variation in the workday or week is determined more advantageous than the normal workday or week, selection of the employee to be affected shall be made by mutual agreement between the employee and immediate supervisor whenever possible. When mutual agreement cannot be achieved, selection shall be made on the basis of qualifications relevant to the functions to be performed.

6.D When an employee requests a variation in the workday, it shall be limited 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.

- 6.E Make-up time may be granted when an employee requests to work up to thirty (30) minutes during a lunch hour or at the end of the workday in order to make up time not worked due to being late to work or late returning from lunch or break, or for being absent for part of the day (i.e., leaving work early). The circumstances, which cause any of these events, should be unknown prior to the event. Such circumstances or events should not occur frequently and this type of request cannot occur more than eight (8) times in any fiscal year.
- 6.F In no event shall employees be required to work Sundays on a regular basis, CTA Governance functions excepted, or to work split shifts or split weeks unless new or changed operations make such assignments appropriate.
- 6.G **An employee shall be entitled to no more than 36 days of remote work per year, to be used in no less than fifteen (15) minute increments.**

ARTICLE 7. OVERTIME WORK AND BUSINESS EXPENSES

Payments made directly or indirectly for an employee may have federal and state tax implications. **Employees will only compile and submit their own business expenses.**

7.A All associate staff may be requested to work hours or days beyond the normal workday or normal workweek. Normally, overtime work must be authorized in writing by the employer. In unusual or emergency circumstances, there may not be more than one and one-half (1-1/2) hours per week of overtime work performed without prior authorization, which shall be reported to the employer as soon as possible and no later than within five (5) days.

7.B Overtime

7.B.1 Employees who work beyond the regular thirty-five (35) hours per week or beyond seven (7) hours (equal to one (1) shift) in one (1) day shall be reimbursed in dollars based on the following rates:

Overtime Hours Per Day	Pay
8th Through 12th	Time and a Half (1-1/2)
13th Through 16th	Double Time (2)
17th Through 24th	Triple Time (3)

Except that, upon written request and in compliance with federal and state law, for hours worked after seven (7) hours and before eight (8) hours in one day, or after thirty-five (35) hours and before forty (40) hours in one week, an employee

may accrue compensatory time. Compensatory time shall be accrued at a rate of time and one-half ($1\frac{1}{2}$) as defined above. Employees may not have more than three (3) days of compensatory time accumulated at any given time. When an employee has accumulated three (3) days in compensatory time, any additional overtime work performed shall be compensated only by paid overtime. Earned unused compensatory time shall be taken at a time mutually agreed upon by employee and employer. In any case, where such agreement is not reached, compensatory time shall be taken at the discretion of the employee no later than sixty (60) days after completion of its accumulation. Compensatory time off shall be taken in blocks of thirty (30) minutes.

- 7.B.2 The employer shall not withhold any overtime compensation that the employee would have earned as a result of working any time beyond the normal seven (7) hour workday or thirty-five (35) hour workweek when the employee has used an earned leave day, holiday, or jury service day during that workweek. However, for purposes of overtime calculation on a Saturday, Sunday or holiday, compensatory time off in a workweek will not count toward the thirty-five (35) hour requirement upon which overtime calculations are based.
 - 7.B.3 Saturdays shall be paid at no less than time and a half ($1\frac{1}{2}$), Sundays shall be paid at no less than double (2) time rates, listed holidays shall be paid at no less than triple (3) time rates; unless the employee works an "odd workweek" (see B.5., below).
 - 7.B.4 No employee shall be required to work more than twenty-four (24) hours in any given shift without an eight (8) hour break between the end of the twenty-fourth (24th) hour and the beginning of the next shift.
 - 7.B.5 Employees who work an odd workweek (other than Monday through Friday) shall receive premium pay of twenty-five percent (25%) per hour above the normal workweek straight time rate of their salary schedule placement for all work which is on a day other than the regular days of the normal workweek. For current employees, "odd workweek" assignments shall only be by mutual agreement. Employees hired after August 31, 1983, may be hired on an "odd workweek" basis. An odd workweek employee shall be paid time and a half ($1\frac{1}{2}$) for their sixth (6th) day and double (2) time for their seventh (7th) day. Work on a listed holiday shall be paid at no less than triple (3) time. Any reference to meals on days other than normal workdays shall be applicable to odd workweek employees with the meaning that only the sixth (6th) and seventh (7th) days shall be considered other than normal workdays.
- 7.C Reasonable travel time for approved conferences, meetings and/or work that requires the employee to go to a location other than the usual place of business shall be counted as time worked. Reasonable travel time on a day other than a normal workday shall also be counted as time worked.

- 7.D Overtime work which is on a day other than the normal workweek shall be paid for no less than three (3) hours.
- 7.E When an employee is required to work authorized overtime for a period that extends into the normal dinner hours (6:00 p.m. - 10:30 p.m.), the employee shall be entitled to reimbursement for the cost of one meal at regular meal rates as provided in this Article.
- 7.F When an employee works five (5) hours or more on a day other than the employee's normal workday, on a Sunday or on a listed holiday, the employee shall be entitled upon request to a paid meal period of one (1) hour. When an employee works nine (9) hours or more under the same circumstances, the employee shall be entitled upon request to a total of two (2) paid meal periods of one (1) hour each. When an employee works twelve (12) hours or more under the same circumstances, the employee shall be entitled to a total of three (3) paid meal periods of one (1) hour each. The cost of such meal(s) shall be paid by the employer at established rates for business expenses as defined in this Article. Unless mutually agreed upon by the employee and the employer, no employee shall work a split shift.
- 7.G Necessary expenses incurred by the employee in the performance of their assignment shall be reimbursed according to the following:
- 7.G.1 The following provisions shall apply to bargaining unit members who use their personal automobiles for Association business:
- 7.G.1.a All bargaining unit members, unless specifically and individually exempted by written notification, are authorized to use their personal automobiles for Association business in accordance with the guidelines/procedures contained in Appendix H, and shall be eligible for and entitled to expense reimbursement for such use.
- 7.G.1.b Those employees so authorized shall be reimbursed for use of their automobile for a total reimbursement rate of ~~sixty five (65) cents~~ **the current IRS reimbursement rate plus twenty five (25) cents** per mile for the duration of this Agreement.
- 7.G.1.c When applicable, reimbursement for travel on CTA business will be limited to the lesser of the cost of a roundtrip, refundable coach or economy airfare (based on the same day(s) of meeting travel) or **the current IRS reimbursement rate plus twenty five (25) cents** ~~sixty five (65) cents~~ per mile. Additionally, employees will be paid, as outlined in 1.b., above, for the distance from and to home or office, whichever are the starting and finishing points of the trip. An employee on CTA business who chooses driving over air travel will not be considered "on

duty” for any resulting extra time. Exceptions to this Section (G.1.c.) will be made for employees with physical or psychological reasons for not traveling by air. In such cases, the employee will provide the DHRM with documentation from a doctor outlining the reason for not traveling by air and the documentation will be maintained in the appropriate employee file in DHRM.

- 7.G.1.d The Association will cover the liability to the employee, if any, by the coverage of liability insurance on other's property and bodily injury to others, and the Association will pay any deductible amount on the employee's personal car up to a limit of one thousand dollars (\$1,000.00) in the event of a business-related auto accident.
- 7.G.1.e In no event shall the Association be responsible for or pay costs which are covered by the employee's own insurance.
- 7.G.1.f In no event shall the Association be liable for any damages arising out of an accident caused by the employee's negligence, unlawful acts or by behavior influenced by any drug or intoxicating substance. The Association reserves the right to require an insurance report and/or police report regarding any accident as a condition prior to payment of any claims under this Section. Any employee for whom an unacceptable DMV report is received by the Association shall not be eligible for or be covered by the coverage provided in this Section, nor will said employee be required to use their personal automobile to perform Association related duties.
- 7.G.1.g Procedures regarding bargaining unit employees' use of personal automobiles for Association business are described in Appendix H and are incorporated into this Agreement.
- 7.G.1.h An employee shall not be reimbursed for mileage between their home and their normal work site **during their normal work day. If the employee is required to return to their normal work site after normal business hours, or to perform work at their normal work site on a day other than their normal work day, they shall be reimbursed for mileage.**
- 7.G.1.i An employee who chooses to travel for CTA business by use of a rental car shall secure advance approval from the Employer.

- 7.G.2 Travel by plane ~~shall be on coach (tourist, economy, single class flights)~~. **must be on lowest-cost class of fare, except when such service is not available or unusual circumstances compel use of higher fare accommodations. A transportation coupon or other receipt must be submitted with the employee's expense claim. On carriers not providing seat selection, the employer will reimburse automatic check-in fees (e.g. Early Bird Check-in) when purchased at time of booking. For employees whose assignment requires regular travel, the employer will reimburse the fee for a TSA-approved expedited domestic screening program provided such reimbursement is limited to the periodic cost of TSA Pre-check application fee. Travel by charter aircraft with prior approval of an employee's immediate supervisor will be reimbursable.**
- 7.G.3 Reasonable amounts for taxi, airport bus and limousine service shall be reimbursable, subject to explanation if greater than usual amounts.
- 7.G.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 ~~eighty five dollars (\$85.00)~~ **the current CTA member reimbursement rate plus twenty five dollars (\$25.00)** for any one day, including tax and tip. The employee shall furnish itemized receipts for all meal expenses claimed.
- 7.G.5 Reimbursement for lodging shall be limited to the minimum single room rate available or the least expensive room rate available. Every reasonable effort shall be made by the employee to obtain commercial rates at hotels and motels. A hotel or motel receipt must be submitted with the expense statement.
- 7.G.6 A travel advance of up to six hundred dollars (\$600.00) shall be provided upon request for travel necessitated by Association business.
- 7.G.7 If it is determined by the Association that an employee's assignment requires the maintenance of legally-required licenses and/or permits, the employer shall reimburse the employee for all actual fees paid by the employee.
- 7.G.8 The Association shall reimburse employees with travel assignments for the annual fee, up to ninety-five dollars (\$95.00), of one (1) general VISA, MasterCard or American Express card with actual receipt provided for reimbursement.
- 7.G.9 **The Association shall provide to each employee, unless declined, a cell phone and service, or a \$100 monthly stipend for usage of their personal cell phone. The option will be decided by the employee.**
- 7.H The employer shall pay parking fees incurred in the performance of the employee's assignments, which shall include a daily parking space within reasonable vicinity of the

employee's work location. The parking space shall be within a reasonable safe structure or lot. Access to said parking space shall be illuminated or an escort provided during non-daylight hours.

7.1 Information Center Analyst Position

7.1.1 Information Center Analysts shall receive the following additional expense benefits:

7.1.1.a Not more than four (4) replacement tires, as needed, provided thirty thousand (30,000) or more travel miles have been verified on the tires being replaced.

7.1.1.b The Association shall reimburse the employee for the annual fee of one (1) American Automobile Association affiliate service card (excluding the cost of any AAA publications).

7.1.1.c The Association shall reimburse the employee two (2) cents per mile for use of automobile for insurance in addition to G.1.b., above.

7.1.2 The Association shall reimburse the employee for the annual fee up to ninety-five dollars (\$95.00) of one (1) general VISA, MasterCard or American Express card. Any charges on such card shall not be billed to the Association.

7.1.3 Those employees qualifying under this Section must provide the Association with full information about the make, model, year, vehicle identification number, tire type and tire size of the vehicle for which the benefits are claimed.

7.1.4 The employees covered under this Section have an obligation and responsibility to keep the Association free of personal automobile use cost.

7.1.5 The employees covered under this Section shall have five hundred sixty dollars (\$560.00) added to the Associate Staff Salary Schedule (Appendix D), Schedule G, exclusive of longevity increments.

7.1.6 The Association shall issue, upon request, to the employees covered under this Section, an Air Travel Card North America to be used only for necessary Association business trips.

7.1.7 The Association shall reimburse the employees covered under this Section for all reasonable expenses related to the use of a cellular phone, including monthly access charges. The employee must submit their personal cellular phone number to be eligible for this reimbursement.

ARTICLE 8. ABSENCES

Employees are responsible for reporting to their immediate supervisor or designee as soon as possible the reason for any absence from work or schedule changes. If the employee is unable to reach the supervisor/designee, the employee will report to the Department of Human Resources Management. Failure to report within three (3) days may be interpreted as a voluntary termination of employment, except in situations where an employee is prevented from reporting by reason of physical or mental incapacitation. Exceptions or extensions may be granted by the employer.

ARTICLE 9. SENIORITY

- 9.A For purposes of this Agreement, seniority means length of service during employment with the Association as a member of the bargaining unit without a break in service, subject to the following provisions:
- 9.A.1 Time spent on paid leave of absence shall not constitute a break in service.
 - 9.A.2 Time spent on an unpaid leave of absence of twelve (12) months or less shall not constitute a break in service provided, however, that such leave time shall not count toward seniority.
 - 9.A.3 Part-time and partial-year employees' seniority shall be computed as follows: years of service times percentage of time worked equals length of service.
 - 9.A.4 If two (2) or more employees have the same length of service, the employee with an earlier date of hire shall be considered to have more seniority. Employees having the same length of service and date of hire shall have their seniority determined by lottery. The lottery shall be conducted in the presence of two (2) Union representatives.
 - 9.A.5 If an employee voluntarily terminates employment with the Association and is rehired within a twelve (12) month period, such period shall not constitute a break in service provided, however, that such period shall not accrue as seniority. Such employee(s) shall have the option of buying back prior retirement credit under the provisions of the CTA Staff Retirement Plan, if applicable.
- 9.B An alphabetical list of "Regular Employees" shall be issued annually with a copy to the Union showing the seniority status for each "Regular Employee."
- 9.C Probationary and/or temporary employees who subsequently become "Regular Employees" without a break in service shall have the time served as probationary and/or temporary employees counted toward seniority.

- 9.D The Union and the Association agree that the Section C., above, became operative on the effective date of the Agreement dated September 1, 1984, and shall not serve to modify the status of any employee as it existed under the Agreement prior to September 1, 1984.
- 9.E Employees who return to the bargaining unit and who have received prior credit for length of service in the bargaining unit shall have seniority based on the latest “return to the bargaining unit” date modified to reflect the prior length of service in the bargaining unit.
- 9.F “Length of service” as used in this Article 9 does not mean nor equate with “service credit” as used otherwise in Association and/or CTA Retirement Plan records.

ARTICLE 10. PERFORMANCE REVIEW AND DEVELOPMENT PLAN

10.A Probationary Employee

- 10.A.1 During the first six (6) months of employment, the supervisor shall communicate openly with the probationary employee regarding their progress. Each probationary employee shall receive an informal and formal review by their immediate supervisor, as designated by the employer, during the probationary period. The Union will be notified when the informal review takes place.
- 10.A.2 Performance reviews shall be made by the employee’s immediate supervisor, as designated by the employer, and recorded on the CTA Performance Review and Development Plan Form (Appendix A).
- 10.A.3 The Performance Review and Development Plan in whole shall be discussed with the employee. The employee shall sign the review form to acknowledge receipt and shall receive a copy of the form. The employee’s signature does not necessarily indicate agreement with the review. The employee may comment in writing on the review form. Formal performance reviews become a part of the permanent personnel file of the employee.
- 10.A.4 Any probationary employee who receives an unsatisfactory performance review shall have a forty-five (45) calendar day period in which to correct the stated deficiency(ies) as outlined in Article 14.
- 10.A.5 If during the probationary period the employee initiates time off in accordance with Article 19 (i.e. earned vacation, sick leave, personal necessity, paid/unpaid leave), the probationary period shall be extended by the actual number of days the employee was off.

10.B Regular Employees

- 10.B.1 All regular employees of CTA shall receive a performance review periodically. The purpose of the Performance Review and Development Plan is to provide a positive forum by which the regular employee and the employee's immediate supervisor may come together to discuss the employee's job performance during the current CTA fiscal year, to review the employee's performance in the context of overall job performance, and to express performance and job-related expectations of both the employer and employee. The overall objective of the Performance Review and Development Plan is to enhance the employee's professional growth.
- 10.B.2 Advance notice at least three (3) days prior to the review will be given to the employee, in order for the employee to prepare for the review.
- 10.B.3 The review shall be conducted by the employee's immediate supervisor, as designated by the employer, and recorded on the CTA review form (Appendix A).
- 10.B.4 After the first year of employment, the employee may receive a formal performance review, but in no event may the employee be reviewed more than once in each CTA fiscal year. The Performance Review will be completed during that period.
- 10.B.5 It is understood that the absence of a formal, written review for any of the above time periods constitutes satisfactory work performance.
- 10.B.6 The Performance Review & Development Plan in whole shall be discussed with the employee. The employee shall sign the review form to acknowledge receipt and shall receive a copy of the form. The employee's signature does not necessarily indicate agreement with the review. The employee may comment in writing on the review form. Formal reviews become a part of the permanent personnel file of the employee.
- 10.B.7 The development plan shall include, among other components, identification of technological and other training necessary to keep pace with rapidly changing industry standards and requirements.

ARTICLE 11. PERSONNEL FILES

- 11.A The Association shall maintain one (1) personnel file for each bargaining unit member. The file shall be kept in the DHRM office. All information the employer or employee deems appropriate may be placed in the employee's personnel file. The personnel file of an employee is confidential. Without written authorization of the employer, a copy of which shall be placed in the personnel file and a copy of which shall be given to the employee, the file may be opened only by the person or persons responsible for evaluation of the employee, employees charged with the maintenance of said file, the employee, or the employee's representative when authorized in writing by the

employee. A log of persons (other than DHRM employees) reviewing the employee's file shall be maintained by the DHRM and may be reviewed by the employee upon request.

- 11.B Each employee shall be promptly notified in writing of any entry in their file. Any material which might have an adverse affect on the employee's employment status shall be date-stamped by the DHRM at the time it is placed in the employee's file and the employee shall be notified in writing.
- 11.C No material may be placed in the personnel file if such material is dated more than thirty (30) days previous.
- 11.D Upon a timely request in advance, the employee or their representative may make copies of materials contained in their personnel file and working file, in the presence of a responsible person on duty in the DHRM or other office as appropriate.
- 11.E Copies of materials contained in an employee's personnel file may be held in a confidential file maintained by the person(s) responsible for the evaluation of said employee. It is understood that such files are working files only and materials in such files may not be used for disciplinary purposes unless also in the DHRM file. Materials not contained in the main personnel file shall be destroyed after two (2) years.
- 11.F An employee may place materials in their personnel file designed to offset, disprove, or explain information therein which the employee deems to be derogatory or negative in nature to the interests of the employee. Material not contained in the personnel file shall not be used for disciplinary or dismissal purposes.
- 11.G With the exception of circumstances listed herein, derogatory materials placed in the personnel file by the employer shall be considered immaterial after two (2) years. Such materials shall be sealed in a separate file and shall be available only for the purposes of Association defense in cases of litigation or charges waged against the Association and/or for purposes of verification of past offenses in cases of repetition of identical or similar behavior. If the behavior that resulted in material being placed in the personnel file is repeated within the two (2) year period, and new documentation is placed in the personnel file, it shall be attached to the original material and the two (2) year period shall begin anew.
- 11.H In the event the employee is exonerated of wrongdoing, all materials related to the allegation(s) shall be expunged.
- 11.I Any material placed or maintained in the personnel file in a manner that is not in compliance with this Article will be expunged at the request of the employee or the employee's designated Union representative.

ARTICLE 12. CLASSIFICATION/RECLASSIFICATION

12.A Classifications/Job Descriptions

- 12.A.1 The Association reserves the right to create new classifications and to determine job content, title(s) and rate(s) of pay. The Association agrees to negotiate the impact with the Union on wages as it relates to any new classification.
- 12.A.2 The term “appropriate duties as assigned” or any similar phrase used in such job descriptions shall be interpreted to refer to duties commonly performed by or expected of personnel in these and/or similar positions.
- 12.A.3 The Association reserves the right, in accordance with Section A.1., above, to create appropriate job descriptions for new positions.
- 12.A.4 Classifications for all bargaining unit positions shall be found in Appendix E of this Agreement. When revised, a copy of the revised Appendix E shall be sent to the Union within ten (10) days of any change.

12.B Permanent Reclassification

- 12.B.1 All employee requests for reclassification shall be submitted in writing to the immediate supervisor/manager, with a copy to the Manager of the Department of Human Resources Management (DHRM). Requests require submission of a completed Reclassification Questionnaire (Appendix P) including an explanation of assignment of higher-level responsibility and/or significantly more complex work tasks.
- 12.B.2 The immediate supervisor and/or reporting manager shall meet with the employee within thirty (30) days to discuss and review the reclassification request. The immediate supervisor/manager will then notify the employee in writing, within thirty (30) days of their meeting, of the decision regarding the reclassification request. The notification will also be copied to the Manager of DHRM and the Union President.
- 12.B.3 Reclassification requests initiated by the immediate supervisor/manager shall require submission of a completed (working with the employee) Reclassification Questionnaire (Appendix P) including an explanation of assignment of higher-level responsibility and/or significantly more complex work tasks to the Manager of DHRM. The DHRM Manager will review to ensure that it conforms with the reclassification guidelines.
- 12.B.4 If the reclassification request is denied, the employee may request an appeal to the Manager of DHRM for the purpose of a Reclassification Panel Hearing. The Manager of DHRM 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.

- 12.B.5 There shall be one (1) Reclassification Panel. The panel will meet within 90 days from the date of the appeal. 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.
- 12.B.5.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.
- 12.B.6 The panel shall hold hearings in which persons with relevant information and the employee requesting reclassification will be asked to testify. The employee may have a representative present at the hearing.
- 12.B.7 Reclassifications can occur only from one position grouping to another with the corresponding salary schedules. Determination of position reclassifications will be based solely on assignment of significantly higher level responsibility and/or significantly more complex work tasks. Significant as applied here may differ from one position to another due to the variations in job content among bargaining unit positions. Voluntary assumption of additional work by an employee is not a basis for reclassification.
- 12.B.8 A bargaining unit member shall be reclassified to a higher salary schedule because of a significant increase in responsibility of workload within the present assignment.
- 12.B.9 A significant decrease in responsibility of workload within the present assignment or reassignment to another classification, which would result in a lower salary schedule for the employee, shall not occur for punitive or disciplinary reasons. No such changes shall be made based upon employee competency and/or job performance unless the provisions of Article 10, Performance Review and Development Plan, have been followed. In the event that an employee is reclassified from their base position to a position of greater responsibility or workload and is again reclassified downward, then such employee shall be "Y-rated": that is, the employee shall be paid at a salary level no lower than the base position and shall stay at that rate until the salary schedule "catches up" to the employee's pay.
- 12.B.10 Following the hearing, the panel will make a written report outlining its

decision based on the criteria outlined in B.5 and/or B.6, above, and whether or not reclassification is granted. If the request is denied, a full explanation will be provided. The report will be given to the employee and made a part of the employee's personnel file. The decision of the panel on the requested reclassification will be given to the employee within twenty (20) days of the hearing.

- 12.B.11 An employee whose position is reclassified shall be placed on the new schedule on no lower than the previous salary placement. The salary adjustment shall become effective on the date the job content changed significantly as assigned by the immediate supervisor.
- 12.B.12 If, as a result of any job/salary reclassification or new job classification which would require additional knowledge, training, or skills, the employee requests to take such training, and/or the employer determines that the employee should receive instruction to enhance knowledge and skills in the employee's position, and in the event that the employer approves the request or imposes such a requirement on the employee, the employer will pay necessary costs, if any, including release time from work, to effect such training and/or instruction. Any such training and/or instruction shall relate directly to the best interest and effectiveness of the Association, and shall be effected in a manner and at times determined by the employer.

12.C Temporary Duties

- 12.C.1 Temporary assignment of duties in the employee's current job classification or a lower one which constitutes ~~an significant~~ increase in workload shall entitle the employee to additional pay when the temporary assignment is for thirty (30) days or more. **The additional pay will consist of moving up one column on the salary schedule.** The pay increase shall be for the duration of the temporary assignment and retroactive to the first day of the assignment. Such assignment must be in writing.
- 12.C.2 Anyone assigned by the immediate supervisor to perform work at a higher classification on a temporary basis shall be paid at the higher rate for the duration of the temporary assignment retroactive to the first day of the assignment. Such assignment must be in writing.
- 12.C.3 Assumption of duties for employees who are on annual leave (vacation) and/or sick leave shall not qualify any employee for reclassification or adjustment in pay unless such leave(s) exceeds thirty (30) days.

ARTICLE 13. STAFFING CHANGES

There will be no reduction in the number of bargaining unit positions for the life of this agreement.

13.A Layoffs

- 13.A.1 The Association shall meet with the Union to review the procedural applications it intends to make prior to implementing the provisions of Sections A and C of this Article.
- 13.A.2 Layoffs may be made by the employer because of lack of work, lack of funds, phasing out of service or phasing out of position. However, no bargaining unit member shall be laid off while any other bargaining unit member with less seniority is retained to render a service which the senior bargaining unit member is qualified, competent and willing to render.
- 13.A.3 Any bargaining unit member who may be laid off shall be notified in writing not less than thirty (30) days prior to the effective date of such layoff. The notice shall state the reasons for such action. A copy of the notice shall be given to the Union. The bargaining unit member shall be advised of their retirement options and be provided a list of all bargaining unit positions and job descriptions filled by members with less seniority.
- 13.A.4 An employee laid off pursuant to this Article shall be entitled to reimbursement for earned annual leave days, unused compensatory time, unpaid overtime, benefits as provided by the CTA Staff Retirement Plan, and any and all benefits as provided by law.
- 13.A.5 An employee laid off pursuant to this Article shall have health insurance, group dental plan and vision care plan premiums paid by the Association until such time as the employee is able to secure other employment or for a period of two (2) months from date of layoff, whichever is sooner. The employee may then elect to continue paying premiums for an additional period, not to exceed sixteen (16) months, subject to approval by carriers. Extensions may be approved by the employer.
- 13.A.6 Wherever feasible, part-time, partial-year and probationary employees shall precede in layoff of full-time regular employees, except as where otherwise provided in this Agreement.

13.B Retraining

Any employee affected under the provisions of this Article shall have the right to retraining at Association expense if the employer determines, based upon the employee's background, aptitude, qualifications, competency and the amount and length of retraining involved, that such retraining is in the best interests of the Association. "Retraining" shall be deemed to mean either on-the-job training, or an agreement to allow the employee to fill the position while attending after-work-hours classes to upgrade or learn skills. Such employee may be transferred to the position

for which the employee is being retrained and a less senior employee, if any, may be laid off pursuant to this Article. The employee shall not lose any benefits during retraining.

13.C Bumping Rights

- 13.C.1 Any bargaining unit member notified as provided in Section A.3., above, of this Article shall have the right to assert bumping rights into another position held by another bargaining unit member of the Association, provided that:
- 13.C.1.a The position is held by an employee of lesser seniority than that of the employee asserting the right to bump.
 - 13.C.1.b The position is one which the employee asserting the right to bump is qualified and competent to hold.
 - 13.C.1.c The assertion of such claim to bumping rights is delivered to the Association by the employee within seven (7) days after receipt of the notification provided for in Section A.3., above, of this Article.
- 13.C.2 The assertion of such claim to bumping rights shall contain sufficient detail to enable the Association to identify the nature of the claim with respect to level (salary schedule classification), the nature of work (position categories) and geographical location at which the employee is willing to work. The bumping claim may contain a statement of alternative employee preferences, if any, in the order of such preferences.
- 13.C.3 Upon receipt of the assertion of claim to bumping rights, the Association shall determine and shall so notify the employee(s) and the Union, within five (5) days, if in the judgment of the Association the assertion of such claim is justified based on individual seniority placement and upon employee qualifications and competence. Such notification shall contain specific identification of the position to which the employee is to be transferred by virtue of assertion of bumping rights. The identification of the positions shall be based on the employee's statement of claim and preferences, Section C.2., above, and shall be made to reflect a job site location closest to the current job site location at which the employee is assigned consistent with seniority status and with qualifications and competence. Such geographic considerations shall start with current job site location; and shall move, in descending order, to the Regional Resource Center area, Region, contiguous Region and statewide area only as necessary to meet the criteria herein set forth. Such assignment shall be made to a position held by the least senior employee holding an assignment that meets the criteria herein set forth.
- 13.C.4 The employee shall, within 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. Failure by the employee to 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.

13.C.5 If, in the judgment of the Association, the assertion of a claim to bumping rights as specified in Sections C.1. and C.2., above, is not justified, the Association shall notify the employee and the Union, in writing, within five (5) days. Included in such notification shall be the identification of alternative positions, if any, to which the employee would be entitled by virtue of the assertion of bumping rights with respect to such alternative positions.

13.D Reclassification

Any reclassifications attendant to the implementation of Sections A., B. or C. of this Article shall be made without regard to the provisions of Article 12, Section B., of this Agreement. In the event that reclassifications result from the exercise of bumping rights, salary schedule classifications shall follow and be in accord with the position and not the classification of the individual prior to such reclassification.

13.E Recall Rights

13.E.1 Any employee whose service is interrupted under the provisions of this Article shall have, for a period of eighteen (18) months, the right of first refusal in order of seniority to any vacancy in CTA for which the employee is qualified and competent. When the Association notifies an employee of recall, a copy shall be sent to the Union. Upon re-employment, such employee shall retain the same step placement, annual leave entitlement and seniority status as obtained prior to layoff. An employee who is rehired a full eighteen (18) months or more after the date of termination or layoff shall be considered a new employee. Such employee(s) shall have the option of buying back prior retirement credit under the provisions of the CTA Staff Retirement Plan, if applicable.

13.E.2 If competing candidates for rehire after layoff have substantially equal qualifications, the candidate who has the greatest seniority as a member of the bargaining unit based upon continuous regular service with the Association shall be chosen. If the Association does not choose the candidate having the greatest seniority as a member of the bargaining unit based upon continuous regular service with the Association, the Association shall, within five (5) days after making its choice, notify the Union in writing of the reasons for selecting another candidate.

13.E.3 An employee who is not recalled by the end of the eighteen (18) month period

pursuant to Section E.1. of this Article shall be provided severance pay in accordance with the schedule found in Article 14.

13.F Transfers

- 13.F.1 For purposes of this Agreement, a transfer shall be defined as a movement of a bargaining unit member from one assignment, whether in location, position, and/or classification, to another. A voluntary transfer shall be any ~~transfer~~ **movement** initiated by the unit member **to fill a vacancy created through a new job position or to fill an open position**. An involuntary transfer shall be any transfer initiated by the Association. **When an bargaining unit member applies to the same position description they currently hold, and there are no other internal applicants, no interview or testing will be conducted, and the member will be transferred into the new position.**
- 13.F.2 A bargaining unit member shall not be involuntarily transferred without at least thirty (30) days advance notice in writing, unless the notice requirement has been modified by mutual agreement of the parties. The Union shall be notified of such transfer at the same time as the affected employee.
- 13.F.3 Involuntary transfers shall not be made for arbitrary, capricious, or punitive reasons. If an involuntary transfer to a new geographic location thirty-five (35) miles or more from the current work site results in an employee decision to decline to accept employment in the new location, the employee may claim, at the employee's option, either those rights afforded employees under Article 14, Discipline/Dismissal/Termination, of this Agreement, ~~or those rights~~ **afforded employees under this Article, Sections A.3., C.1. through C.5. and E.3., above or transfer into an open position of the same position description that has been flown for a minimum of ten (10) days without internal applicants. No interview or testing will be conducted, and the member will be transferred into the new position.**
- 13.F.4 If any employee is unable to accept an involuntary transfer, every effort shall be made by the employer to retain employment through transfer into a vacant or newly-created position.

13.G Moving Expenses

When a currently-employed staff member is involuntarily transferred or is transferred at the request of the employer or takes an assignment due to circumstances covered in Section A., above, and a change of residence is necessary because the employee's current place of residence is thirty-five (35) miles or more from the new work site, the employer shall pay:

- 13.G.1 Packing, moving and unpacking charges to a maximum weight limit of nine thousand five hundred (9,500) pounds.

- 13.G.2 Any deposits forfeited on a lease of the employee's residence by reason of the premature termination of the lease.
- 13.G.3 Telephone and utilities disconnection and reconnection fees.
- 13.G.4 Any excess costs reasonably and necessarily incurred by the employee because of the move for lodging, travel and meals for a reasonable period of time, but not to exceed one (1) month.
- 13.G.5 The employee shall be given reasonable time off, without loss of compensation or vacation, to prepare for and move to the new location.
- 13.G.6 The employer shall advance to the employee necessary moving expenses as defined herein.
- 13.G.7 Payments under this Article made directly to or indirectly for an employee may have federal and state tax implications.
- 13.G.8 If the employee has children in elementary or high school, and the transfer is made when there are less than four (4) months of school remaining, the Employer shall, upon request, waive time lines for transfer and shall provide the benefits of Article 13, Section 9, Temporary Relocation, and/or pay the cost of duplicate housing, if any, for a period not to exceed six (6) months.
- 13.G.9 Temporary Relocation

In the event that an employee is temporarily reassigned to a duty station for a period in excess of sixty (60) consecutive days, the employee may, upon mutual agreement with the Association, arrange for alternative lodging or residence accommodations at the Association's expense. Such temporary reassignments must not be made except under the condition of such mutual agreement.

ARTICLE 14. DISCIPLINE/DISMISSAL/TERMINATION

14.A Discipline

- 14.A.1 In applying discipline, the employer agrees to take action against an employee only for just cause and according to the principles of progressive discipline. The employer shall not discipline an employee for arbitrary, capricious, or punitive reasons. Discipline less than dismissal will be undertaken only for corrective purposes. Discipline shall be handled in a confidential manner.
- 14.A.2 In the event of suspension, the reason and length of suspension will be given

in writing to the employee.

14.B Dismissal

14.B.1 Regular Employee

- 14.B.1.a No regular employee shall be recommended for dismissal except for just cause.
- 14.B.1.b Prior to dismissal, the specific deficiency(ies) shall be called to the employee's attention as outlined in "c.," below. Dismissal shall not be recommended or effected for any regular employee unless the employee has been placed on a forty-five (45) calendar day correction period. During the forty-five (45) calendar day correction period, the supervisor shall schedule and meet biweekly with the employee and, at the option of the employee, a Union representative, to discuss the employee's progress. Nothing in this paragraph precludes other than biweekly communication between the supervisor and employee during the correction period.
- 14.B.1.c By the beginning of a forty-five (45) calendar day correction period, a specific deficiency(ies) must have been called orally, and if repetitive in writing, to the employee's attention and means of correcting said deficiency(ies) must have been provided to the employee. Such means may include, but not be limited to: recommendations for improvement; direct assistance to implement such recommendations; provision of additional resources to be offered to assist with improvement; and techniques to assess improvement. Deficiencies and any means used to assist the employee to correct said deficiency(ies) shall be provided, in writing, to the employee and copied to the employee's personnel file.
- 14.B.1.d The forty-five (45) calendar day correction form (Appendix A-1) in whole shall be discussed with the employee. The employee shall sign the forty-five (45) calendar day correction form to acknowledge receipt and shall receive a copy of the form. The employee's signature does not necessarily indicate agreement with the contents of the form. The employee may comment in writing on the form. The forty-five (45) calendar day correction form will become a part of the permanent personnel file of the employee.
- 14.B.1.e In the event the deficiency(ies) outlined on the forty-five (45) calendar day correction form is(are) not corrected, the employee

may be dismissed.

14.B.1.f No employee shall be dismissed when the above procedures have not been followed.

14.B.1.g If during the forty-five (45) calendar day correction period the employee initiates time off (i.e., earned vacation, sick leave, personal necessity, paid/unpaid leave), the calendar day count may be extended, but only by the actual number of days the employee was off.

14.B.1.h In the event of dismissal, the employee shall be provided with severance pay according to the following schedule:

Years of Continuous Employment Severance Pay

One Year or Less	10 Days
1 Through 3	12 Days
4 Through 6	15 Days
7 Through 9	18 Days
Ten Years or More	One Month (Two Pay Periods)

Such severance pay shall be in addition to any and all monies earned prior to the actual date of dismissal. The written notice to dismiss shall state the reason for dismissal, and a copy shall be given to the dismissed employee and filed in the employee's permanent personnel file.

14.B.1.i In situations justified by the egregious nature or seriousness of the deficiency(ies), the employer may make exceptions to the above.

14.B.1.j The dismissed employee shall be entitled to reimbursement for earned vacation days, unused compensatory time, unpaid overtime, benefits as provided by the CTA Staff Retirement Plan, and any and all benefits as provided by law.

14.B.1.k The dismissed employee shall be entitled to credit for earned sick leave days as provided by the CTA Staff Retirement Plan and to any and all benefits as provided by law.

14.B.2 Probationary Employees

14.B.2.a Dismissal of a probationary employee prior to completion of the sixth (6th) month of employment, may be made at the discretion of the employer without reference to the review procedure as described in Article 10 of this Agreement.

- 14.B.2.b After the sixth (6th) month, no probationary employee shall be dismissed during the remainder of the probationary period unless the probationary employee has been placed on a forty-five (45) calendar day correction period in which to correct the stated deficiency(ies). During the forty-five (45) calendar day correction period, the supervisor shall schedule and meet biweekly with the employee and, at the option of the employee, a Union representative, to discuss the employee's progress. If the deficiency(ies) has(have) not been corrected at the end of the forty-five (45) calendar day correction period, the probationary employee may be dismissed.
- 14.B.2.c If during the forty-five (45) calendar day correction period the employee initiates time off (i.e., earned vacation, sick leave, personal necessity, paid/unpaid leave), the calendar day count may be extended, but only by the actual number of days the employee was off.
- 14.B.2.d In the event of dismissal, the probationary employee shall be provided with one-half (1/2) day of severance pay for each week worked up to a maximum of ten (10) days in addition to any and all monies earned prior to the actual dismissal date.
- 14.B.2.e In situations justified by the egregious nature or seriousness of the deficiency(ies), the employer may make exceptions to the above.
- 14.B.2.f The dismissed probationary employee shall be entitled to reimbursement for earned vacation days, unused compensatory time, unpaid overtime, benefits as provided by the CTA Staff Retirement Plan, and any and all benefits as provided by law.

14.C Voluntary Termination of Employment

- 14.C.1 An employee who anticipates terminating employment must, unless circumstances prevent, advise the employer of such intention at least one (1) full pay period prior to date of resignation.
- 14.C.2 The terminating employee shall be entitled to reimbursement for earned vacation days, unused compensatory time, unpaid overtime, benefits as provided by the CTA Staff Retirement Plan, and any and all benefits as provided by law.
- 14.C.3 The terminating employee shall be entitled to credit for earned sick leave days as provided by the CTA Staff Retirement Plan and to any and all

benefits as provided by law.

- 14.D The employer shall notify the Union Treasurer, in writing, within ten (10) days when a Union member has left CTA employment.

ARTICLE 15. GRIEVANCE PROCEDURE

15.A Definitions

- 15.A.1 "Grievance" - A claim based upon an event or condition relating to the interpretation, meaning, or application of any of the provisions of this Agreement.
- 15.A.2 "Grievant" - The person, persons, or the Union making the claim.
- 15.A.3 "Party in interest" - The person or persons making the claim, the Union, or any person including employer and its supervisory personnel who may be required to take an action or against whom an action may be taken in order to resolve the claim.

15.B General Provisions

- 15.B.1 Any grievance shall be in writing, submitted on the CTA/CAS Grievance Form (Appendix B) and shall identify the nature of the claim, specify the Article or Section of this Agreement on which the allegation is based, and specify the relief or corrective action sought. The written submission shall include sufficient information to allow the Association to identify and investigate the events or conditions alleged to have taken place.
- 15.B.2 A grievance must be filed within thirty (30) days of the event or condition upon which the grievance is based, or within thirty (30) days of the time at which the grievant and/or the Union could reasonably have had knowledge of such event or condition.
- 15.B.3 A grievant may present a grievance on behalf of themselves; however, once a grievance is filed at Level One, that grievance shall be processed by a grievance representative selected by the Union.
- 15.B.4 No reprisal of any kind shall be taken by the Association or any of its agents against any party because of participation in the grievance procedure. No employee may be required to discuss a grievance except as outlined in the grievance procedure.
- 15.B.5 Grievances shall be processed during the regular working hours, except upon mutual agreement between the Union and the Association.

15.B.6 Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level shall be considered as mandatory. The time limits specified may, however, be extended by mutual agreement.

15.B.7 The purpose of the grievance procedure is to resolve equitably and expeditiously at the lowest possible administrative level problems which may arise affecting the working conditions of employees. It is the intent of the parties that grievances shall be processed informally and confidentially. Prior to filing a written grievance at Level One, an informal conference will be held with the employee's immediate supervisor to attempt to resolve the problems alleged in the grievance. This meeting need not be labeled formally to meet the requirements of this Section. Nothing in this clause shall be construed to prevent the Union from communicating with its members.

15.C Procedure

15.C.1 Level One

A grievance shall be presented in writing to the grievant's immediate supervisor, either directly or with the assistance of the Union. Any decision at this level shall be in writing to the grievant and the Union within twenty (20) days after the receipt of the grievance and shall be effective at the time of the alleged violation. No delay of implementation of the decision shall exceed twenty (20) days after receipt of the decision.

15.C.2 Level Two

15.C.2.a If the grievant is not satisfied with the written disposition of the grievance at Level One, the grievance may be appealed in writing to the Association within ten (10) days after the receipt of the decision at Level One. Any such appeal shall provide the reason(s) and contractual basis for such appeal.

15.C.2.b Within ten (10) days after receipt of the written appeal by the Union, the Association will schedule a meeting with the Union and the grievant, at their option, in an effort to resolve it. Any decision at this level shall be made in writing within ten (10) days of the meeting herein described, and shall be effective as of the date it is mailed or personally delivered to the grievant and the Union. If such meeting is held without the presence or participation of the grievant, the Union shall have full authority to act on behalf of the grievant.

15.C.3 Level Three

15.C.3.a If the grievance is not settled at Level Two, the Union may

submit the grievance to binding arbitration by giving written notice to the Association within twenty (20) days after the date of receipt of the written disposition of the grievance at Level Two.

- 15.C.3.b Within ten (10) days after such written notice of submission to arbitration, the parties shall attempt to select an arbitrator. Whenever possible, the arbitrator shall reside in the geographic location (north/south) of the grievant. The parties shall use the lists found in Appendix K for selection.
- 15.C.3.c The following criteria shall govern the selection of the arbitrator from the above-referenced lists:
 - 15.C.3.c.(1) Ability of the arbitrator to conduct the arbitration hearing within sixty (60) days.
 - 15.C.3.c.(2) The sixty (60) day time line defined in item (1), above, may be extended for an additional thirty (30) days to accommodate the selection of an arbitrator from either list.
 - 15.C.3.c.(3) If no arbitrator from either list is available within the ninety (90) day time line, the Association and the Union shall select an arbitrator in accordance with the rules of the American Arbitration Association, with the list submitted to the parties by the American Arbitration Association. The arbitrator selected must be available to conduct the arbitration hearing within forty-five (45) days.
- 15.C.3.d After the arbitrator has been selected, a pre-hearing settlement conference shall be held with the Association, the Union, and the grievant, at their option, for the express purposes of settlement, stipulation of undisputed facts and the authenticity of documents. If such pre-hearing settlement conference is held without the presence or participation of the grievant, the Union shall have full authority to act on behalf of the grievant. In the event that an arbitration hearing cannot be held within the time lines provided, the Level Three pre-hearing settlement conference will be held within thirty (30) days of the date an arbitrator is selected.
- 15.C.3.e If any question arises as to whether a particular dispute is arbitrable under the provisions of this Agreement, or whether the grievance procedures have been properly followed, such questions shall first be ruled upon by the arbitrator. If the

arbitrator determines that the dispute is not arbitrable or that the grievant has not properly followed these procedures, the arbitrator shall terminate the arbitration proceedings without considering the merits of the grievance and deny the relief sought by the grievant. If the arbitrator finds any failure to properly follow these arbitration procedures to be insignificant and unimportant, the arbitrator shall be entitled to hear the merits of the grievance and render a decision based thereon.

- 15.C.3.f The dispute shall be arbitrated pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association, Appendix C, and the provisions of this Agreement when mutually agreed. Absent agreement to proceed under expedited arbitration rules, the dispute shall be arbitrated pursuant to the rules of the American Arbitration Association and the provisions of this Agreement. The arbitrator so selected shall promptly hold hearings and shall issue a decision not later than twenty (20) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Association and the Union, and shall be final and binding upon the parties.
- 15.C.3.g The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision in conflict with the laws of the State of California, contrary to, or inconsistent with, or modifying, or varying in any way, the terms of this Agreement.
- 15.C.3.h The costs for the services of the arbitrator, including per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of the hearing will be borne equally by the Association and the Union. All other costs will be borne by the party incurring them. Any expenses incurred by witnesses for attendance at grievance hearings shall be borne by the party requesting the presence of the witness.

15.D Miscellaneous

- 15.D.1 If, in the judgment of the Union, a grievance affects a group or class of Union members, the Union may initiate and submit such grievance in writing to the Association directly and the processing of such grievance shall commence at Level Two. The Union will provide sufficient information, including the

contractual basis for such grievance and the nature of the alleged actions or conditions which give rise to the grievance, to allow such allegations to be investigated. Such investigation shall be conducted within the time limits of the Level Two (C.2.b.) procedure.

- 15.D.2 If a grievance arises from alleged action or inaction on the part of a member of the administration at a level above the department head or immediate supervisor, the grievance shall be submitted in writing to the Association and the processing of such grievance shall be commenced at Level Two. Such investigation shall be conducted within the time limits at the Level Two (C.2.b.) procedure.
- 15.D.3 All grievances involving claims for reclassification shall be filed and processed at Level Two.
- 15.D.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 15.D.5 Failure at any level by the Association to comply with the time limits specified in this Article shall automatically be deemed to be a denial of the grievance at that level, unless such time lines have been waived or modified by mutual agreement.
- 15.D.6 Any "party in interest" may be accompanied at all steps of the grievance procedure by a Union representative. The Union may process a grievance through all levels of the grievance procedure even though a specific grievant does not choose to do so. Once a grievance has been initiated, all matters of dispute relating thereto which arise during the processing of such grievance shall become a part of and be resolved in such grievance proceeding. Once a grievance has been resolved or an award made by an arbitrator, a grievant shall not be entitled to initiate a new grievance on the same subject matter of the original grievance.
- 15.D.7 Management representatives shall have full authority commensurate with the level of the grievance to act on behalf of the Association.
- 15.D.8 If any meeting at any level of these procedures is held without the presence or participation of the grievant, the Union shall have full authority to act on behalf of the grievant.

ARTICLE 16. SALARIES

The employees covered by this Agreement shall be compensated in accordance with the negotiated salary schedule attached hereto as Appendix D, effective September 1, 2020.

- 16.A The employer shall bring the salary schedule figures up-to-date every time there is an increase granted and a copy of the up-to-date salary schedule shall be in the hands of each employee no later than two (2) weeks after Board approval of the increase.
- 16.B Employees shall be paid semimonthly on or before the 1st and 15th of each month, with the exception of January. The first payday of January will be on the first banking day of January. The Association will send out notice in November each year to remind employees of the date of January's payday.
- 16.C All regular employees (with the exception of probationary employees) shall automatically move up one (1) step on the salary schedule on the first day of September unless there are no further steps on their schedule classification.
- 16.D A probationary employee shall receive the first salary step increase on September 1 provided they have completed six (6) months of employment.
- 16.E Employees who are to receive their checks by mail may request the Accounting Department to mail their checks to either their home or office.
- 16.F An employee may elect to have their checks automatically deposited in a financial institution of the employee's choice within the State of California, provided that said financial institution is on the Electronic Funds Transfer System.
- 16.G Payroll checks due during vacation leave period shall be issued in advance provided the employee gives at least one (1) month's notice to the Accounting Department. Such checks shall cover only actual paydays occurring during the employee's vacation leave.
- 16.H ~~For the duration of this Agreement, any bargaining unit member reaching an anniversary date in any fiscal year of six (6) years or more, shall receive a salary increase according to the following schedule, and such monthly increase shall begin on September 1 of that fiscal year. The salary increase shall be included as income for purposes of retirement credit. Beginning September 1, 2018, any negotiated salary schedule increase shall also be applied to the longevity schedule.~~

06—09 Years	=	\$ 75.00
10—14 Years	=	\$125.00
15—19 Years	=	\$175.00
20—24 Years	=	\$250.00
25—29 Years	=	\$300.00
30+ Years	=	\$375.00

~~Beginning September 1, 2015:~~

06—09 Years	=	\$125.00
10—14 Years	=	\$200.00
15—19 Years	=	\$275.00

~~20 – 24 Years = \$350.00~~
~~25+Years = \$425.00~~

ARTICLE 17. INSURANCE/FRINGE BENEFITS

17.A The parties are members of the California Teachers Association Employees' Health and Welfare Benefits Trust, a joint employer-employee trust for health and welfare benefits, which was established in 1992 by CTA and the California Staff Organization (then PSO); amended in 1993 to admit California Associate Staff (then CEA) as an employee representative with three (3) Trustees. The terms of that Trust are memorialized in the "Declaration of Trust and Agreement Establishing the California Teachers Association Employees' Health and Welfare Benefits Trust" and current participation agreements between the Trust and participants in the Trust, which are incorporated by reference into this Agreement.

The parties agree that the following principles shall govern the operation of and participation in the Trust, including amendment to the Declaration establishing the Trust:

17.A.1 Each party shall be represented by three (3) Trustees. Other recognized bargaining units' representatives of CTA employees shall be entitled to equal representation on the Trust.

17.A.2 Decisions of the Trustees shall be made by the Association's Trustees, exercising one (1) vote, and the Union's Trustees and the Trustees representing other recognized bargaining units of CTA employees, exercising one (1) vote.

17.A.3 The administration and operation of the Trust shall be governed by procedures and policies duly adopted by Trustees selected by the parties.

17.A.4 The Association shall provide release time for three (3) alternates to attend regular meetings of the CTA Employees' Health and Welfare Benefits Trust.

17.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:

17.B.1 Contributions for all medical insurance and other health and welfare plan coverage shall be at the highest monthly coverage level for each eligible employee as though each eligible employee were enrolled at the family level.

17.B.2 CTA and Participating Employer contributions shall be at the Blue Cross composite rate for all Blue Cross participants, plus one hundred five dollars (\$105.00) per month. CTA contributions for Kaiser participants shall be at the employee plus family rate, plus one hundred five dollars (\$105.00) per month. The parties shall direct their Trustees to implement this contribution, effective September 1, 2008.

- 17.B.3 The CTA contribution for medical insurance shall not decrease during the term of this Agreement.
- 17.B.4 Contributions for all other health and welfare plan coverage shall continue to be the highest amounts actually paid by the Trust. However, such contribution to the Trust, for all coverage other than medical insurance, shall be the actual plan costs not to exceed ten percent (10%) more than the preceding year's cost for the same plans.
- 17.C In the event that the reserves in the Health Benefits Trust drops below \$10 million, the parties agree to direct their Trustees to pursue a thoughtful combination of additional cost containment and funding options designed to enable the Trust to restore and maintain at least a \$10 million reserve. The parties hereby direct their Trustees that, within 12 months, the deficit amount shall be restored by 50% by employer contributions and 50% by modifications as determined by the Trustees. Payment of the employer contributions shall be made simultaneously with the implementation of such plan design or other changes as are approved by the Trustees.
- 17.D The parties agree to a shared responsibility action plan to implement plan design changes to the active and retiree health plans to ensure a sustainable program. The parties hereby direct their Trustees to adopt the menu of options developed by the CTA Labor Trustees attached as Appendix M to this Agreement to implement plan design changes that provide an estimated annual savings of no less than \$1.2 million to be effective no later than January 1, 2015.
- 17.E The parties agree to instruct their Trustees to secure a quote from up to three (3) large purchasing pools including California's Valued Trust (CVT). The Trustees shall secure quotes based on the standard medical, dental and vision plans no later than June 1, 2015.
- 17.F The parties agree that Domestic Partners (as defined in Article 3) shall be qualified dependents for purposes of health benefits coverage.
- 17.G In the event that CTA contemplates or engages in discussions with CAS or CSO regarding changes in levels or limitations on funding of the CTA health benefits Trust, CTA agrees that it will not arrive at bilateral agreement on the Trust funding and that it will, before agreement is reached, include both CAS and CSO in trilateral negotiations with CTA through which such decisions will be reached.
- 17.H Employees are enrolled in a health insurance plan, group dental plan, vision care plan, salary protection plan, life insurance plan, accidental death and dismemberment plan, psychiatric/psychological health plan, and disability insurance plan as of the date of hire or the earliest date such plan(s) allow if that date is the first day or first working day of the month; or on the first day of the month following date of hire when that date is past the first day or first working day of the month. Such benefit categories are described in

Appendix J of this Agreement.

Provisions for continuation of health/fringe benefits for surviving spouse/eligible dependents of deceased employees are found in Article 18, Section D.7.

17.I Disability Insurance

17.I.1 A bargaining unit member may elect to be covered either by the State Disability Insurance Plan or the CTA Voluntary Disability Insurance Plan.

17.I.2 CTA will pay the employee's contribution to the CTA Voluntary Disability Insurance Plan or the equivalent amount toward the State Disability Insurance.

17.I.3 The DHRM office will distribute an informational packet to and will assist any employee who is off work due to accident or illness to obtain any payments due from the proper disability plan. Such payments are due any employee who suffers an illness/accident and is (a) hospitalized, or (b) off work for eight (8) days or longer. During any paid leave of absence, the employee shall endorse to the Association the temporary disability indemnity checks received on account of the disability. The Association, in turn, shall issue the employee appropriate salary payment of the employee's salary and shall deduct any authorized contributions. An employee who fails to collect payments due them from the State Disability Insurance Plan as a result of their negligence in filing a claim, will have the amount of such uncollected payments deducted from their salary. Specific procedures may vary for employees covered by the CTA Voluntary Disability Insurance Plan.

17.J CTA shall pay the full employee FICA payments for all associate staff. Such FICA payments shall be included as income for retirement purposes.

17.K Commuter Benefit

Where available, the Association shall provide a commuter benefit program for bargaining unit members, and shall pay the administrative costs, if any for maintaining the program. This program shall be consistent with Section 132 (f) of the Internal Revenue Code, allowing covered employees to elect to exclude from taxable wages costs incurred for transit passes or vanpool charges, up to the maximum amount allowed by federal law.

17.L Dependent Care Flexible Spending Account

The Association shall provide a Dependent Care Flexible Spending Account program for bargaining unit members and shall pay the administrative costs, if any, for maintaining the program.

17.M Health Care Flexible Spending Account

The Association shall provide a Health Care Flexible Spending Account program for bargaining unit members and shall pay the administrative costs, if any, for maintaining the program.

17.N Retirement Planning

CTA shall provide a one-time reimbursement up to \$250 for retirement planning at a point in the employee's career at which retirement alternatives are available to the employee. Such arrangements shall require prior scheduling with the approval of CTA and shall require concrete evidence from the employee that such alternatives are of serious consideration by the employee.

ARTICLE 18. RETIREMENT

18.A Retirement Plan Provided

18.A.1 The Association shall provide a retirement program for employees as described in this Article, and in Appendix F-1, which is deemed part of this Agreement. Copies of the revised declarations and agreement of trust, plan of benefits, and summary plan descriptions of the benefit plans that comprise the CTA Staff Retirement Plan may be obtained from the Association's Department of Human Resources Management.

18.A.2 CTA shall maintain a three-part retirement plan:

18.A.2.a A defined benefit Retirement Pension Plan.

18.A.2.b A defined benefit Retirement Medical Benefits Plan.

18.A.2.c A defined contribution 401(k) Plan.

18.B Retirement Eligibility and Social Security

18.B.1 Employees shall become members of the CTA Staff Retirement Plan commencing either:

18.B.1.a The first day of the first month of their employment as a regular employee; or

18.B.1.b The first day of the month after completion of one thousand (1,000) hours of service, provided the employee has completed those hours of service within the twelve (12) consecutive month period commencing with the day on which the first of those hours of service was performed, or if the employee did not

complete one thousand (1,000) hours of service in that first twelve (12) month period, the January 1 following the first calendar year in which the employee completes one thousand (1,000) hours of service.

18.B.2 All employees are covered by Social Security as of the date they are hired.

18.B.3 The CTA Staff Retirement Plan supplements benefits received from Social Security. Social Security Medicare Part A and/or Part B benefits shall be coordinated with Retirement Medical Benefits provided under the CTA Staff Retirement Plan.

18.C Retirement Pension Annuity Benefits

18.C.1 As applicable, the benefits under the Retirement Pension Plan described in this Section shall be provided to the:

18.C.1.a Eligible employees of the Association (and of the other Participating Employers in the CTA Staff Retirement Plan).

18.C.1.b Eligible dependents of such employees.

18.C.1.c Eligible non-employee Domestic Partners of such employees, who have been formally designated as a Domestic Partner pursuant to Article 3, Section G.

18.C.2 Retirement Pension Plan vesting requirements shall be five (5) years of vesting service with CTA and/or another Participating Employer, regardless of the age of the employee.

18.C.3 Pursuant to the terms and conditions set forth in the "California Teachers Association Staff Retirement Plan" (Second 1989 Restatement) [hereinafter "the Retirement Plan Restatement"], the CTA Staff Retirement Plan shall provide the following Retirement Pension Plan benefits:

18.C.3.a A Retirement Pension Benefit (also referred to as a "Retirement Allowance").

18.C.3.b Pre-Retirement Death Benefits.

18.C.3.c Post-Retirement Death Benefits.

18.C.3.d Disability Benefits.

18.C.4 The CTA Staff Retirement Plan shall provide a Retirement Pension Benefit using a defined benefit final pay calculation. An eligible employee's

unreduced retirement benefit under the final pay calculation shall be based on the following:

- 18.C.4.a The employee's highest monthly compensation.
 - 18.C.4.b The employee's number of years of credited benefit service as a member of the Plan together with any applicable unused sick leave credit, pursuant to the provisions of this Agreement governing sick leave.
 - 18.C.4.c A benefit accrual factor of three percent (3.0%).
- 18.C.5 Members of the CTA Staff Retirement Plan may retire and elect to draw the Retirement Pension Benefit either as:
- 18.C.5.a Through December 31, 2020, an Unreduced Retirement Benefit, which shall be payable to eligible employees age fifty-five (55) years old or older upon their retirement, in an amount described in Section 4., above.
 - 18.C.5.b Through December 31, 2020 a Retirement Incentive Benefit, which shall be payable to eligible employees whose age is between fifty (50) years and fifty-five (55) years old upon their retirement, in an amount described in Section 4., above, but reduced by the "Voluntary Early Retirement Incentive-Age 55" Factors set out in Appendix F-2.
 - 18.C.5.c Effective January 1, 2021, an Unreduced Retirement Benefit, which shall be payable to eligible employees age sixty (60) years old or older upon their retirement in an amount described in section 4 above.
 - 18.C.5.d Effective January 1, 2021, a Retirement Incentive Benefit which shall be payable to eligible employees whose age is between fifty (50) and sixty (60) years old upon their retirement, in an amount described in section 4, above, but reduced by the "Voluntary Early Retirement Incentive-Age 60" factors set out in Appendix F-3.
- 18.C.6 The parties shall direct their respective Trustees on the CTA Employees' Retirement Benefits Trust to annually consider an increase in the amount of the Retirement Pension Benefit payments provided eligible retirees, as follows:
- 18.C.6.a Any increase in annuity payments under this Section shall be made through a COLA factor or other form of increased

compensation, determined to be appropriate by the Trustees, which shall not exceed a three percent (3.0%) annual increase.

- 18.C.6.b After due consideration consistent with the non-discrimination requirements of Internal Revenue Code, Section 401(a)(4), the Trustees shall exercise reasonable discretion to take action under this Section. The Trustees may decide to grant any increase in retirees' annuity amount or not. The Trustees may decide to grant any increase in retirees' annuity amount to an objectively identifiable group of retirees or to all current retirees equally. If the Trustees decide to grant any increase, they shall also decide upon the form and/or percentage of the COLA factor to be applied to eligible retirees' annuity payments.
- 18.C.6.c In the exercise of reasonable discretion under this Section, the Trustees shall consider the following:
 - 18.C.6.c.(1) The assets reasonably available to the CTA Employees' Retirement Benefit Trust;
 - 18.C.6.c.(2) The actuarial cost to the CTA Employees' Retirement Benefit Trust of increasing eligible retirees' annuity payments for any objectively identifiable group of retirees;
 - 18.C.6.c.(3) The effect of an increase in annuity payments to any objectively identifiable group of retirees on attainment of the purpose and the objectives of the CTA Staff Retirement Plan, as stated in the "Agreement and Declaration of Trust Establishing the CTA Employees' Retirement Benefits Trust"; and
 - 18.C.6.c.(4) Such other factors as the Trustees, in consultation with the relevant Plan professional advisors, deem reasonable and appropriate.
- 18.C.7 Pursuant to the terms of the Retirement Plan Restatement and consistent with applicable law, eligible members of the CTA Staff Retirement Plan may purchase additional benefits applicable to their Retirement Pension Benefit, provided that such transactions result in no additional cost or expense to the CTA Employees' Retirement Benefits Trust.
- 18.C.8 The CTA Staff Retirement Plan shall pay the Retirement Pension Benefit through the following standard forms, as applicable:
 - 18.C.8.a The "Single-Life" form for unmarried employees who have not

designated an eligible Domestic Partner and/or other eligible designated beneficiary.

18.C.8.b The “Joint and Survivor Lifetime” form for married employees or employees who have designated a Domestic Partner, pursuant to Article 3, Section G, prior to retirement.

18.C.9 The CTA Staff Retirement Plan shall permit eligible employees to select among the following Retirement Pension Benefit payment options:

18.C.9.a A “Single-Life” option, which may be elected by a married employee and spouse or a designated Domestic Partner, pursuant to Article 3, Section G.

18.C.9.b A “Social Security” option, which may be elected under either Single-Life or the Joint and Survivor Lifetime forms.

18.C.9.c Fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) options, which may be elected to provide survivor spouse or a designated Domestic Partner lifetime benefits under the Joint and Survivor Lifetime form.

18.C.9.d A “pop-up” option, which may be elected to increase an employee’s annuity where the spouse or a designated Domestic Partner predeceases the employee under the Joint and Survivor Lifetime form. Eligible employees may combine the pop-up option with one of the percentage benefit continuation options, described in paragraph c., above.

18.D Retirement Medical Benefits

18.D.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.

18.D.1.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.

18.D.2 The CTA Employees’ Health and Welfare Benefits Trust shall reimburse eligible retirees and/or their eligible dependent(s) for the base 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 twelve (12) months old (one year retroactively).

- 18.D.3 To be eligible to receive Retirement Medical Benefits under this Section, an employee shall:
- 18.D.3.a Until August 30, 2012, have served ten (10) continuous, consecutive years of employment and participated in the CTA Employees' Health and Welfare Benefits Trust (medical, dental and vision) for that same period immediately prior to retirement as a regular employee with CTA and/or another Participating Employer;
Until August 31, 2017, have served twelve (12) continuous, consecutive years of employment and participated in the CTA Employees' Health and Welfare Benefits Trust (medical, dental and vision) for that same period immediately prior to retirement as a regular employee with CTA and/or another Participating Employer;

Beginning August 31, 2017, have served fifteen (15) continuous, consecutive years of employment and participated in the CTA Employees' Health and Welfare Benefits Trust (medical, dental and vision) for that same period immediately prior to retirement as a regular employee with CTA and/or another Participating Employer; Retire and draw a Retirement Pension Benefit from the CTA Staff Retirement Plan, within thirty (30) days of separation from employment;
 - 18.D.3.b Be fifty-five (55) years of age or older, except for medically-certified disabilitants who meet the service requirements of the Association's disability policy;
 - 18.D.3.c Be eligible to receive a Retirement Pension Benefit, pursuant to Section C, above;
 - 18.D.3.d Have been receiving employer-provided active employee dental and vision benefits from the Association (or another Participating Employer) for the twelve (12) months immediately preceding retirement and;
 - 18.D.3.e 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).
- 18.D.4 In addition, the following shall apply:
- 18.D.4.a Subject to the Trust's provisions for coordination of Medicare

Plans, immediately upon becoming eligible for Medicare, actives and/or their eligible dependents(s) shall enroll in Medicare Part A plans and shall take such action as may be necessary to ensure all applicable Medicare plans are coordinated with the Retirement Medical Benefits provided under the CTA Staff Retirement Plan.

18.D.4.b Subject to the Trust's provisions for coordination of Medicare Plans, immediately upon becoming eligible for participation, retirees and/or their eligible dependent(s) shall enroll in Medicare Part A and/or Part B plans, and shall take such action as may be necessary to ensure all applicable Medicare plans are coordinated with the Retirement Medical Benefits provided under the CTA Staff Retirement Plan.

18.D.4.c Association-approved, unpaid leaves of up to twelve (12) continuous months shall count toward years of employment and participation for purposes of eligibility for Retirement Medical Benefits.

18.D.5 To be eligible to receive Retirement Medical Benefits under the CTA Staff Retirement Plan, an eligible dependent shall:

18.D.5.a At the time of the eligible employee's retirement, meet the eligibility requirements of the Plan and/or the applicable carrier;

18.D.5.b Have been receiving employer-provided dependent coverage under the Association's (or another Participating Employer's) active employee medical benefits plan for the twelve (12) months immediately preceding the employee's retirement; and

18.D.5.c Begin the receipt of Retirement Medical Benefits without interruption upon cessation of employer-provided dependent coverage under the Association's (or another Participating Employer's) active employee medical benefits plan (i.e., maintained continuous coverage).

18.D.6 If a retiree receiving Retirement Medical Benefits should pre-decease a spouse, then the CTA Staff Retirement Plan shall continue to provide medical benefits to said spouse and other eligible dependent(s), provided all applicable requirements of this Section are met.

18.D.7 If an employee with ten (10) continuous, consecutive years of employment with one or more Participating Employer(s), and who is eligible for retirement, dies in service, the employee's surviving spouse and eligible dependent(s) shall be entitled to health, dental, and vision benefits provided through the CTA Staff Retirement Medical Benefits Plan.

18.E Pension Annuity and Medical Benefits Funding and Contributions

18.E.1 CTA shall bear the cost of funding the CTA Staff Retirement Plan Retirement Pension and Medical Benefits as follows:

18.E.1.a The Association (and other Participating Employers) shall pay the full amount of CTA Staff Retirement Plan contributions in a timely manner.

18.E.1.b Beginning September 1, 2020 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:

18.E.1.b.(1) In the amount of forty-seven and three quarters percent (47.75%) of total gross payroll cost, including FICA, paid by the Association and each other Participating Employer, as established annually by an independent audit.

18.E.1.b.(2) If the cost of providing Retirement Pensions increases above forty-nine and three quarters percent (49.75%) of total gross payroll, including FICA, while in "critical status" (red zone), the parties agree to implement the following:

18.E.1.b.(2).i Fifty percent (50%) of the required contributions above the 49.75% of total gross payroll, including FICA, shall be borne by the Association through additional contributions.

18.E.1.b.(2).ii Fifty percent (50%) of the required contribution increase shall be offset by corresponding equivalent benefit and/or changes to currently funded contractual benefits, CSO/CAS shall direct their bargaining parties to develop, within sixty (60) working days of the annual notification, the necessary benefit plan modifications and/or contractual changes that when implemented with section 19.501.b.2.i above will move the plan out of

the “critical status” (red zone) certification. Absent a Tripartite bargained agreement on benefit modifications and/or contractual changes, the parties shall direct their trustees to develop necessary benefit plan modifications that when implemented with section 19.501.b.2.i above will move the plan out of the “critical status” (red zone) certification.

18.E.1.b.(2).iii The additional contribution and benefit modifications and/or contractual changes shall become effective as of the first of the plan year following notice of the annual certification update.

18.E.1.b.(2).iv Section E.1.b.(2) shall become operative if the annual update of the contribution schedule prepared by the Retirement Plan’s Actuary reflect the experience of the plan shows that the cost of maintaining a valid rehabilitation plan exceeds 49.75% of total gross payroll contributions, including FICA.

18.E.1.b.(3) CTA and other Participating Employers shall contribute 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.

Beginning January 1, 2015, CTA and other Participating Employers shall contribute an additional 8% of gross payroll, including FICA, contingent upon the corresponding savings from plan design changes listed in Appendix M. These plan design changes create an estimated \$1.2 million annually and will be effective January 1, 2015.

18.E.1.b.(4) The additional employer contribution and the 401(k) redirect will revert back to 33.5% and 0% respectively when the Retirement Trust actuary certifies in writing that, according to the Plan’s annual actuarial valuation, the Plan has reached at least a 90% funded ratio of actuarial value of assets to actuarial accrued liability and that the Plan, using assumptions and methodology consistent with the annual actuarial valuation, is projected to remain in the green zone for ten consecutive plan years following the restoration of contributions. The

change is to be prospective only and effective January 1 following the actuary's written certification.

18.E.1.c The Trustees on the trusts administering the CTA Staff Retirement Plan shall review the actuarial assumptions and methods used to establish contributions to the CTA Staff Retirement Plan annually.

18.E.1.d The Trustees on the trusts administering the CTA Staff Retirement Plan shall not have the authority to reduce any benefit provided there under.

18.E.2 The Trustees on the trusts administering the CTA Staff Retirement Plan shall take the necessary steps to ensure that eligible employees will be guaranteed a retirement pension and medical benefits without contributing to the Plan. If for any reason(s) the Trustees are unable to accomplish this, the parties agree that bargaining may be invoked by either party on this issue.

18.E.3 Effective September 1, 2020, CTA shall make a one-time only cash contribution of three million dollars (\$3,000,000.00) to the Plan.

18.F Administration of the CTA Staff Retirement Plan

18.F.1 Effective January 1, 1999, the benefits provided under the CTA Staff Retirement Plan, as established in Section A.2., above, shall be administered through:

18.F.1.a The CTA Employees' Retirement Benefits Trust; or

18.F.1.b The CTA Employees' Health and Welfare Benefits Trust.

18.F.2 The terms of this Article, Appendix F and Appendix F-1 of this Agreement shall direct, govern, and bind the Trustees of the CTA Staff Retirement Trust, the CTA Staff Retiree Medical Trust, the CTA Employees' Health and Welfare Benefits Trust, and the CTA Employees' Retirement Benefits Trust. The Trustees of these plans shall take all actions necessary to effect the terms of this Agreement.

- 18.F.3 The agreements of the California Teachers Association, the California Associate Staff, and the California Staff Organization, acting as trust settlors, and their directives to the Trustees of the CTA Staff Retirement Trust, the CTA Staff Retiree Medical Trust, the CTA Employees' Health and Welfare Benefits Trust, and the CTA Employees' Retirement Benefits Trust regarding the formation and operation of the trusts that administer the CTA Staff Retirement Plan are memorialized in Appendix F-1 to this Agreement. The continuing obligations memorialized in Appendix F-1 shall remain in force on an ongoing basis and may be amended or terminated only by the settlors of the trusts referred to in Section F.1, above. As an administrative convenience, Appendix F-1 shall not be reproduced in its entirety following the expiration of this Agreement. The settlors, the Boards of Trustees, and plan administrators of the trusts administering the CTA Staff Retirement Plan shall each maintain a copy of Appendix F-1 and make it available for inspection upon the request of any beneficiary of the CTA Staff Retirement Plan.
- 18.F.4 If CTA merges and/or affiliates with any other legal entity, or transfers any assets to any successor entity, the Trustees on the trusts that administer the CTA Staff Retirement Plan shall take the actions necessary to modify the Plan to ensure that:
- 18.F.4.a The CTA Staff Retirement Plan shall continue in effect.
 - 18.F.4.b The employees of any such merged, affiliated or successor entity shall be eligible for benefits only under the terms of this Section.
 - 18.F.4.c If CTA merges and/or affiliates with an existent legal entity, the employees of that entity shall have the right to increase the amount of their individual Retirement Pension Benefit by purchasing additional benefits pursuant to Section C.7. of this Article. To be eligible for the purchase of additional benefits pursuant to Section C.7., the entire cost of purchasing additional benefits shall be paid within one (1) year.

18.G Deferred Compensation Retirement Contributions

- 18.G.1 CTA shall maintain an Internal Revenue Code Section 401(k) Plan for the purpose of allowing an employee to defer a portion of their salary by placing it in a tax-sheltered account which can be utilized as a supplementary source of income after retirement.

- 18.G.2 Any employee of CTA eligible for participation and enrolled in the CTA Staff Retirement Plan shall be eligible for participation in the 401(k) Plan. Employer contributions shall be defined by the applicable collective bargaining agreement for CTA bargaining unit employees.
- 18.G.3 The Trustees of the CTA Employees' Retirement Benefits Trust shall work with the Retirement Committee to instruct the plan administrators to also undertake administrative responsibilities for the 401(k) Plan on behalf of CTA employees enrolled in both the CTA Staff Retirement Plan and the CTA 401(k) Plan.
- 18.G.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%
(Appendix D) Without Match	5.0%
<i>(Unless otherwise redirected to retirement funding - see below)</i>	

Effective September 1, 2017, two percent (2.00%) of the employer contribution to the employee 401(k) shall be redirected and added to an employer contribution of forty-seven and three quarters percent (47.75%), increasing the total contribution to forty-nine and three quarters percent (49.75%).

Contribution % of Salary	
(Appendix D) With Match	1.0%
(Appendix D) Without Match	3.0%

18.H Bargaining Guidelines

In the event that CTA contemplates or engages in discussions with CAS or CSO regarding changes in contributions, benefits, or eligibility requirements of the CTA Staff Retirement Plan and/or the CTA Employees' Health and Welfare Benefits Trust, CTA agrees that it will not arrive at bilateral agreement and it will, before agreement is reached, include both CAS and CSO in trilateral negotiations with CTA through which such decisions will be reached. Further, CTA agrees to include CAS on any joint committees studying changes in employee retirement/medical benefits.

- 18.I The Association shall provide release time for three (3) alternates to attend regular meetings of the CTA Employees' Retirement Benefits Trust.

ARTICLE 19. LEAVES OF ABSENCE

19.A Sick Leave

- 19.A.1 Pursuant to Article 3, Section K, a minimum of ten (10) days of paid service shall constitute one (1) month for purposes of this Section. Monthly allotment of sick leave is one (1) day per month.
- 19.A.1.a On September 1 of any year an employee shall be entitled to ~~twelve (12)~~ **twenty four (24)** days sick leave with pay during that fiscal year of CTA beginning September 1 and ending the next August 31.
- 19.A.1.b An employee who begins their employment after September 1 shall be entitled to ~~one (1)~~ **two (2)** days of sick leave with pay for each month of anticipated employment with the Association before the next September 1.
- 19.A.1.c Credit for sick leave with pay need not be accrued prior to taking sick leave, and such leave may be taken at any time during the fiscal year, except that all new employees in their first year of service must accrue time for sick leave before taking such leave.
- 19.A.1.d Adjustment in the final paycheck shall be made when an employee has taken sick leave prior to completing twelve (12) months of service and such sick leave was for more days than had been earned by the employee.
- 19.A.2 In the case of any sick leave extending beyond five (5) consecutive days or at the discretion of the employer, employees may be required to submit a letter from their medical provider or Christian Science Practitioner, advising the employer of the reasons for the employee's absence from work and the probable period of disability.
- 19.A.3 If an employee does not take the full number of days sick leave with pay allowed in any fiscal year, the number of days not taken shall be accumulated from year-to-year.
- 19.A.4 Under the provisions of this sick leave policy statement, the following interpretations shall be made:

"Sick leave with pay" shall mean full pay less any amounts for salary continuation purposes received by the employee from the State Disability Fund or the Workers' Compensation Fund, subject to the provisions in Article 19, Section I, below, other than payments for hospitalization and medical care; provided, however, that when remuneration from the employer is so reduced, the number of days sick leave charged to the employee shall be reduced in like proportion.

- 19.A.5 A half (1/2) day of absence because of illness will be counted as a half (1/2) day of sick leave.
- 19.A.6 In case of illness or injury while on vacation leave requiring hospitalization or home confinement under medical care, the employee shall be granted, upon request, a change in status from annual leave to sick leave.
- 19.A.7 An employee returning to work from sick leave shall return to the position held at the time the sick leave absence commenced.
- 19.A.8 Extended Unpaid Medical Leave Following the Expiration of Sick Leave Benefits:
 - 19.A.8.a At such time that a regular employee who is absent because of their disability due to illness, injury, or pregnancy and has been absent for a period of time exceeding the number of days of sick leave time accrued at the beginning of the absence, the employer shall grant extended unpaid medical leave without pay to the employee up to, but not to exceed, twelve (12) months.
 - 19.A.8.b The aggregate period of absence shall not exceed the number of days of sick leave time earned and accrued at the beginning of the absence, plus any amount of time not exceeding twelve (12) months.
 - 19.A.8.c Health insurance, dental insurance, vision insurance and psychiatric/psychological health insurance as defined in this Agreement will be continued at the employer's expense for a period of time not to exceed twelve (12) months from the date on which the employee's sick leave entitlements expired as defined above and extended unpaid medical leave commenced. Other insurance coverages may be continued at the employee's expense.
 - 19.A.8.d If the employee on extended unpaid medical leave returns to work on a continuous basis within twelve (12) months from the date of the commencement of the disability, he/she shall be reinstated to the position held at the time the disability began. If

the employee at the time of return is unable to meet the minimum qualifications of the position, then the employee will be assigned to other work for which he/she can meet the qualifications if such work is available. If the employee is not able to return to work within this twelve (12) month period, the employer will declare the position vacated and the position will be flown in accordance with Article 5 of this Agreement.

- 19.A.8.e If the employee on extended unpaid medical leave returns to work before the end of the extended unpaid medical leave (as defined in b., above), but after the twelve (12) months following the date the disability began, the employee shall return to a position, if available, that he/she is qualified to perform with or without a minimum amount of on the job training.
- 19.A.8.f At the end of the extended unpaid medical leave, if the employee is unable to return to work on a continuous basis, the employee who has been on extended unpaid medical leave status shall lose such status and shall have no further rights under this Agreement.
- 19.A.8.g If the employee does not return to work at the end of the extended unpaid medical leave, the employer may grant an additional unpaid leave of absence. If such additional leave is granted, the employee may choose to continue any or all of the insurance benefits at their expense at the employer's cost.
- 19.A.8.h An employee may use vacation or sick leave to the extent available while on leave due to illness, injury or pregnancy.
- 19.A.9 If a bargaining unit member dies prior to retirement and prior to age fifty (50), or prior to retirement and greater than age fifty (50), but not vested in the CTA Staff Retirement Plan, the unit member's designated beneficiary shall be compensated for all earned unused sick leave at the unit member's final salary rate.
- 19.A.10 Unused accumulated sick leave shall be credited toward retirement according to a formula that calculates the percentage of accumulated sick leave in relation to a full year of service. The formula is based on two hundred twenty-five (225) days of accumulated sick leave equaling one (1) year of service credit.

19.A.11 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.

19.B Childbirth Leave

Employees shall be allowed twenty-five (25) days of childbirth leave, without loss of pay or benefits, and this leave may be taken within ninety (90) calendar days of the child's birth.

19.C Adoption Leave

Employees shall be allowed twenty-five (25) days of adoption leave, without loss of pay or benefits, and this leave may be taken within ninety (90) calendar days of the child's adoption.

19.D Bereavement Leave

An employee shall be entitled to ~~five (5)~~ **ten (10)** days of bereavement leave with pay in the event of the death of a member of the immediate family, or persons with whom the employee lived for a substantial period of time as a surrogate member(s) of the immediate family, as defined in Article 3, Section J. **Bereavement leave shall also be provided in the event of stillbirth or miscarriage experienced by the birthmother, birthfather or surrogate.** Additional bereavement days may be approved by the employer when the circumstances of geography, travel and/or scheduling of immediate family funerals make the additional time necessary.

19.E Family Leave

19.E.1 Upon the exhaustion of all accrued sick leave and the current year's accrued annual leave, a unit member shall be allowed to take up to twelve (12) weeks of unpaid leave per year for purposes described in the Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA), such as caring for a newborn child, an ailing family member or to arrange for an adoption. The unit member returning from leave shall be returned to position as provided in the Family Medical Leave Act of 1993. FMLA and CFRA run concurrently.

- 19.E.2 The employer shall continue providing health, dental, vision and psychiatric/psychological health insurance benefits as defined in Article 17 of this Agreement to the unit member while he/she is on family leave pursuant to FMLA and CFRA.
- 19.E.3 To qualify for this leave, a unit member must have been employed for more than twelve (12) months and have worked at least one thousand (1,000) hours in a twelve (12) month period before beginning the leave.
- 19.E.4 CTA will use the fiscal year method for calculation of FMLA/CFRA.

19.F Jury or Witness Duty

In the event that any employee is called for jury service or for service as a witness in any court of law or any other tribunal for which provision is made in the statutes of the State of California, the employer will pay the employee the difference between fees received for their service and the amount which the employee would otherwise have earned as salary. This Section shall not be construed to require the employer to release an employee for Grand Jury service.

19.G Annual Leave

- 19.G.1 A bargaining unit member shall be entitled to **twenty-three (23) days of annual leave per fiscal year.** ~~The following annual leave per fiscal year to be used as vacation or personal necessity leave, and/or religious holidays:~~

YEARS OF SERVICE	ANNUAL LEAVE DAYS
0 - 5	15
6+	23

Monthly allocation of annual leave shall accrue as shown in Appendix G.

- 19.G.2 An employee who is hired after September 1 and who completes ten (10) days in a calendar month shall accrue annual leave as though he/she had worked a full month. ~~Such annual leave shall be prorated according to yearly entitlement until the following September 1, as per Appendix G.~~
- 19.G.3 Holidays falling during the annual leave periods shall not be counted as annual leave days.
- 19.G.4 Annual leave shall be scheduled as agreed upon by the employee and their supervisor. Credit for annual leave need not be accrued prior to taking such leave, except that new employees in their first year of service must accrue time for annual leave before taking such leave.

- 19.G.5 No bargaining unit member shall accumulate more than ten (10) days of unused annual leave each year or more than a total of forty (40) days. Exceptions may be granted by the employer.

Employees must take annual leave in excess of allowable accumulations beginning on August 1, or the first workday thereafter if August 1 is not a workday, unless adequate annual leave is already scheduled to be taken later in August. If an employee is requested not to take such leave by the Association, such excess leave will be banked or paid for at the employee's option.

- 19.G.6 At the time of termination of service due to death, illness, retirement, disability, resignation, or dismissal, the employee or the employee's beneficiary shall be compensated for all earned vacation leave days at their current salary rate.

An employee may designate a beneficiary on a form provided by or acceptable to the Association and delivered to the Association before death. An employee may change their beneficiary (without the consent of the beneficiary, unless said beneficiary is the employee's spouse) in the same manner. If no beneficiary has been designated, or no designated beneficiary has survived the employee, distribution of the employee's accrued wages and unused accrued vacation pay shall be made to the estate of the employee. It is the responsibility of each employee to keep his or her beneficiary designation current. The Association will be entitled to rely upon the most current beneficiary designation of the employee in distributing any payments hereunder.

- 19.G.7 Adjustments in the final paycheck shall be made when an employee has taken vacation leave prior to completing twelve (12) months of service and such vacation leave was for more days than had been earned by the employee.

19.H Personal Necessity Leave

An employee shall be entitled to no more than ~~four (4)~~ **six (6)** days of personal necessity leave per year. Such personal necessity leave shall be scheduled at the discretion of the employee, subject to reasonable advance notification to the employee's immediate supervisor and subject to reasonable effort to maintain the orderly accomplishment of the employee's assignment responsibilities during such period of leave. Any personal necessity leave will not be deducted from vacation leave. Personal necessity leave shall not be used for vacation purposes.

19.I Other Leaves

- 19.1.1 The employer may grant leaves with or without pay, at the non-discriminatory discretion of the employer, to any employee.
- 19.1.2 Return to Position. At the expiration of a leave with or without pay, the employee shall be reinstated, unless the employee agrees otherwise, to the position held at the time the leave was granted, provided that conditions have not arisen which would have changed such employee's location and type of work had he/she remained in active service. In the event of changed conditions, the employee returning from leave shall be reinstated and assigned work appropriate to their field of training, with the appropriate salary status, including any allowed increments.
- 19.1.3 Retirement and Compensation. Time spent on leave with pay shall count toward retirement. The time spent on leave with pay also shall count as a regular period of service and shall not interrupt the staff employee's progress on the salary schedule.
- 19.1.4 Leaves With Pay. While on leave with pay, the employee's salary shall be paid in the usual manner. The employee shall make arrangements for the disposition of their salary check while he/she is on leave. These arrangements may be:
 - 19.1.4.a Written appointment of a bank or depository to receive their salary; or
 - 19.1.4.b Disposition according to an appropriate and fully-executed power of attorney.
- 19.1.5 Leaves Without Pay. An employee on leave without pay may elect to continue their insurance coverages at the employee's expense, except as provided in Section A.8., above.
- 19.1.6 Military Leave.
 - 19.1.6.a Employees who involuntarily enter a recognized military service of the United States to fulfill a military obligation shall be granted a leave of absence, without pay, for the entire period of such service.
 - 19.1.6.b If the employee returns within thirty (30) days of their release from said service, they shall be reinstated to a position equal or comparable to the classification held at the time the military leave began.
 - 19.1.6.c Upon said return, seniority and vacation credits shall resume at the same rates as provided by the contract.

19.I.6.d Unit members on military leave shall receive all health and welfare benefits as provided for in Article 17 A-H and Appendix J for a period of twelve (12) calendar months following the month that the unit member is ordered to active military duty.

19.I.7 Political Leave. Leaves of absence for political campaigning and/or for holding political office may be granted under the provisions of Article 19 Section I.5. governing leaves of absence.

19.J Industrial Accident or Illness Leave

Associate staff shall be provided leaves of absence for industrial accident or illness under the following circumstances and provisions and under the following rules and regulations:

- 19.J.1 The accident or illness must have arisen out of and in the course of employment of the employee, and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the Association's workers' compensation insurance carrier.
- 19.J.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed one hundred eighty (180) calendar days.
- 19.J.3 Allowable leave shall not accumulate from year-to-year.
- 19.J.4 The leave under these rules and regulations will commence no earlier than the first calendar day of absence.
- 19.J.5 When an employee is absent from their duties because of industrial accident or illness, the employee shall be paid such portion of the salary due them for any month in which the absence occurs, which when added to their temporary disability indemnity under Division 4.5 of the Labor Code will result in a payment to the employee not to exceed their full salary.
- 19.J.6 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
- 19.J.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled only to the amount of unused leave due them for the same illness or injury.

- 19.J.8 During any period of absence, the employee shall endorse to the Association the temporary disability indemnity checks received. The Association in turn shall issue the employee appropriate salary payment.
- 19.J.9 Upon termination of the industrial accident or illness leave, the employee shall be entitled to sick leave benefits as provided in Article 19, Section A., above. The employee's absence for such purposes shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, if the employee continues to receive temporary disability indemnity, the employee may elect to take as much of their accumulated sick leave which when added to their temporary disability indemnity will result in a payment to the employee of not more than their full salary.
- 19.K Sick leave, annual leave and personal necessity leave shall be taken in blocks of ~~thirty (30)~~ **fifteen (15)** minutes.
- 19.L Extraordinary Leave Bank
- 19.L.1 The Association shall maintain an Extraordinary Leave Bank (ELB). This Section shall become operative on October 1st of any fiscal year if at least sixty (60) days exist in the Extraordinary Leave Bank.
- 19.L.2 Each regular, full-time permanent employee may participate in the ELB. Participation shall commence upon the transfer by the employee of from one (1) to four (4) vacation days from the accumulated (banked) leave of the employee, to the ELB. Such transfer may occur only during the first month of each fiscal year or within thirty (30) days of achieving regular permanent status. For each day so transferred by the employee, the maximum accumulated (banked) leave entitlement shall be reduced by one (1) day. Example: If an employee transfers four (4) days from the accumulated leave bank, that employee may not, in the future, accumulate (bank) more than thirty-six (36) days. For each such day transferred to the Extraordinary Leave Bank, CTA shall match on a one-to-one, day-to-day basis.
- 19.L.3 The ELB shall be maintained to provide paid leave to a participating employee who has exhausted all earned sick leave, who is suffering a personal illness or accident, as verified by a physician or Christian Science practitioner, and is not receiving benefits provided by the Income Protection Insurance program.
- 19.L.4 The ELB shall provide paid leave to a participating employee to care for a family member (as defined under the Paid Family Leave Act) suffering a catastrophic illness or injury. The employee must qualify for and have exhausted all payments under the Paid Family Leave Act and have qualified for Family Medical Leave under the Federal Family and Medical Leave Act.

- 19.L.5 A participating employee may draw from the ELB up to sixty (60) days, if available, in any fiscal year as needed. While utilizing the ELB, the employee shall be on a paid administrative leave of absence. Time spent utilizing ELB paid leave shall not constitute a break in service. The ELB shall not provide paid leave for elective surgery, normal pregnancy, adoption, childcare or substance abuse rehabilitation.
- 19.L.6 In the event the ELB has one hundred twenty (120) or fewer days, the Association and the Union shall meet to determine what action, if any, is to be undertaken to replenish the Bank.
- 19.L.7 Any further regulations regarding the administration of the ELB shall be mutually developed by the Association and the Union.

ARTICLE 20. HOLIDAYS

20.A The following shall be considered holidays:

- 1. New Year's Day
- 2. Martin Luther King, Jr.'s Birthday
- 3. Presidents' Day
- 4. César Chávez Day
- 5. Memorial Day
- 6. Juneteenth
- 7. Independence Day
- 8. Labor Day
- 9. Veterans' Day
- 10. Thanksgiving Recess (Thanksgiving Day and the immediately succeeding Friday, Saturday and Sunday)
- 11. December 24
- 12. December 25
- 13. December 26
- 14. December 31
- 15. And such other days as may be designated by the employer.

20.B December 27 through 30, inclusive, shall be additional holidays for all employees herein covered, except as it may be necessary for a designated number of employees, not to exceed thirty-five (35) bargaining unit members, to be assigned to staff key offices and/or service areas during that period of time on a "skeleton crew" basis. Timely notification, not to be less than thirty (30) days, shall be given to any employee so assigned. Preference will be given to volunteers for such assignments. When there are no volunteers, the Association shall make every effort to rotate the skeleton crew assignment on an equitable basis. No employee shall be so involuntarily assigned for consecutive years. Any employee so designated during the December 27-30 period shall be entitled to shift the paid holiday(s) to an equal number of working days off with pay during the fiscal year in which they are earned. Exceptions may be granted by the

employer. Equivalent days off shall be scheduled as agreed upon by the employee and their supervisor.

20.C If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday. If the preceding Friday is also a holiday, the Saturday holiday shall be on Thursday. This Article shall be adjusted automatically by any change in holiday dates enacted under State or Federal laws.

20.D ~~Floating Holiday~~

20.D.1 ~~Employees shall be granted two (2) floating holidays annually to be used for whatever purpose the employee deems necessary. Such floating holiday shall be scheduled at the discretion of the employee, subject to a five (5) day notification to the employee's immediate supervisor. Use of a floating holiday shall be without any deduction of pay or reduction of the employee's vacation leave. The floating holiday shall not be used for vacation purposes.~~

ARTICLE 21. SAFETY

21.A The employer will provide safe working conditions. In the event that conditions exist which are deemed unsafe by the employer, employees in the affected facility will be dismissed or relocated for the day. In the event of dismissal, employees shall remain on-call in a manner prescribed by the employer, for the duration of the workday: **and will remain in paid status while waiting to be recalled to the workplace. DHRM shall maintain a list of employees who wish to be notified through text messages of workplace emergencies or other safety concerns. If conditions exist where employees should not, or have the option not to, report to the workplace, DHRM will text each employee on that list making them aware of the situation. DHRM will also email each employee with the same information.**

21.B The above provisions will apply only to those employees who have reported to and are prepared to work at the specific facility where the unsafe working conditions exist.

21.C The employer will establish and promulgate policies and procedures related to emergencies -- including earthquakes, fires, gas leaks, explosions, bomb threats and unwanted guests -- and will consult with the Union periodically as updates and/or revisions of the policies/ procedures become appropriate.

21.D An employee shall not be required to load or unload materials or equipment which weigh more than that employee can safely lift. In such circumstance, the employee should inform their supervisor of the circumstance and request evaluation of the safety problem and instruction in how to rearrange, reorganize or subdivide the work in order to proceed safely. **CTA will require packages received and/or shipped through CTA to be no heavier than 25lbs, when possible.**

21.E Employees may refer to the Workplace Violence Prevention Program document (Appendix O) for more information.

ARTICLE 22. EDUCATION AND TRAINING

22.A Orientation and New Staff Training

22.A.1 Each new bargaining unit member will be provided an orientation session within their first (1st) week of employment. Such orientation shall be conducted by the supervisor, or designated management employee, and will provide the employee with basic information relating to the structure, programs and processes of the Association. Also, at this time, the employee will be furnished a copy of the CTA/CAS Agreement and an explanation of the basic contractual benefits which will be afforded. On the job training for new employees is the responsibility of the immediate supervisor.

22.A.2 CTA will conduct a New Staff Training Program annually. Time at the training will be provided for CAS to conduct a session relative to CAS membership.

22.B Training

22.B.1 A CTA and CAS joint committee will meet annually to explore potential topics and subject matter for CTA-provided trainings, workshops and conferences for bargaining unit members. CAS shall contact DHRM within the first three (3) months of the fiscal year to schedule and conduct the joint committee meeting.

22.B.2 Prior to the beginning of the fiscal year, CTA will publish a definition, listing and schedule of annual CTA-provided trainings, workshops and conferences, which shall be circulated to all bargaining unit members. **Associate Staff may attend CTA trainings if the following conditions are met:**

22.B.2.a **The desired training directly relates to current position and skills needed to perform the employee's work, or the desired training will serve as preparation for future employment opportunities within CTA.**

22.B.2.b **Attendance will be limited to six (6) CAS members per training session on a first come, first serve basis. If more than one request is received at the same time, seniority will be the deciding factor. More than six (6) CAS members may attend a training session if space is available, subject to management discretion.**

22.B.2.c **If a request is denied, the manager/supervisor shall provide in writing the reasons and encourage the employee, if appropriate,**

to apply for other trainings at another time.

22.B.2.d Managers/Supervisors shall keep a department record of staff training requests, approvals and denials. Copies of approval and denial notices shall be forwarded to DHRM Manager.

22.B.3 Approval procedures for all training shall conform to general standards of equitability and fairness. A request to participate in training shall not be denied arbitrarily.

22.B.4 Associate staff may, at their option, have documentation of their training, education and/or classes placed in their personnel files.

22.C UniServ Staff Development Program

22.C.1 Up to two (2) unit members per year may be chosen to participate in a UniServ Staff Development Program.

22.C.2 The training and field work components of this program shall be shared with those of the CTA Staff Intern Program.

22.C.3 The UniServ Staff Development Program shall be open to all unit members who meet the selection criteria.

22.C.4 All CAS Staff will be notified when the Staff Development Program is open for application and informed of selection criteria.

22.C.5 Unit Members who are selected for this program will be provided release, with no loss of pay or benefits, when release time is required to attend training portions and/or field work portions of the program. Such release must be requested by the Mentor and approved by the employee's supervisor.

22.D Education Incentives

22.D.1 The Association and Union recognize that additional education/training to enhance employee skills and qualifications for their work is in the best interests of all parties, and CTA and CAS encourage employees to further their education.

22.D.2 Any CAS bargaining unit member pursuing a degree/certificate from an institution of higher learning which can be utilized in any bargaining unit work assignment will:

22.D.2.a Submit to DHRM, with a copy to their manager/supervisor, a written statement stating the degree/certificate they are pursuing.

- 22.D.2.b Along with said statement, submit a copy of the class requirements/criteria necessary to obtain the degree/certificate referred to in Section a., above.
 - 22.D.2.c Obtain prior approval for each class/semester for reimbursement. When obtaining such approval, the bargaining unit member will identify the degree/certificate requirements the class will meet.
 - 22.D.2.d Ensure that the education and/or training shall not interfere with the normal workday of the employee, unless authorized by the employer.
 - 22.D.2.e Earn a grade of "C" or better, or "Pass" in a Pass/Fail System, for any education and/or training which is graded.
- 22.D.3 The Union and Association agree that the sum expended during any fiscal year for purposes of education/training within the provisions of this Article shall not exceed twenty-five thousand dollars (\$25,000.00) and shall not exceed four thousand dollars (\$4,000.00) per bargaining unit member, per fiscal year. **Any unused funds will roll over to the next fiscal year.**
- 22.D.4 Any CAS bargaining unit member taking classes, but not pursuing a degree/certificate, will be entitled to reimbursement pursuant to Sections a. through d., below. Any CAS bargaining unit member taking such classes will:
- 22.D.4.a Submit to DHRM, with a copy to their manager/supervisor, a written statement identifying the class they are interested in taking. Said statement will indicate the manner in which the class will enhance the employee's skills and qualifications for the work.
 - 22.D.4.b Obtain prior approval for the class.
 - 22.D.4.c Ensure that the taking of such classes shall not interfere with the normal workday of the employee unless authorized by the employer.
 - 22.D.4.d Earn a grade of "C" or better, or "Pass" in a Pass/Fail System, for any such classes which are graded.
 - 22.D.4.e Ensure that such education and/or training is not otherwise offered by the Association.

- 22.D.5 Discounts offered to members of CTA for continuing education courses via the Internet will be made available to bargaining unit members. Information on course offerings will be provided.

ARTICLE 23. RECREATIONAL USE OF FACILITIES

Upon request, the employer may make available any unused interior or exterior space for the recreational use of the employees. The employer may provide recreational equipment for use by employees.

ARTICLE 24. NEGOTIATIONS PROCEDURES

- 24.A Not later than March 1 of the calendar year in which this Agreement expires, the Association and the Union agree to establish under mutually agreeable terms a regular schedule wherein representatives of the two parties may meet and enter into negotiations over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning salaries, economic benefits, hours, and other terms and conditions of employment. At such time, each party shall make in writing and deliver to the other party, all or the majority of the proposals it intends to make for a successor agreement.
- 24.B The Association and the Union mutually pledge that the representatives selected by each shall have the necessary authority to present relevant data, exchange points of view, make proposals and counter proposals, and to reach tentative agreement, subject to ratification by the parties. The parties agree to a reasonable exchange of information regarding the fiscal affairs of the Association and the Union or regarding other matters under negotiation. The Association will provide the Union with appropriate budget information, including preliminary budgetary proposals, appropriate available records relating to economic and special services income and expenditures, and requirements and allocations for the next fiscal year. The Association will make available to the Union for inspection all records, data and information which is pertinent to matters under negotiation. Either party may utilize the services of outside consultants to assist in the negotiations.
- 24.C The expenses of negotiating meetings shall be borne by the negotiating team which incurs them, except that any charge for a meeting room shall be shared equally by the Association and the Union. Every good faith effort will be made to meet as often as necessary to reach tentative agreement on a successor agreement.
- 24.D When specific written agreements have been approved by the Association and by the Union, the Agreement shall be printed and distributed to all bargaining unit members, at the expense of the Association. An additional twenty-five (25) copies shall be delivered to the Union.

ARTICLE 25. ORGANIZATIONAL RELEASE TIME

Reasonable release time will be provided as specified in this Section without loss of pay for Union meetings.

- 25.A The Association shall provide release time for actual processing of grievances for not more than two (2) Union representatives per grievance session in addition to the grievant(s), providing that such Union grievance representatives are selected so as to minimize the travel time for such representatives to the extent possible.
- 25.B The Association shall provide release time for "at the table" negotiations between the Union and the Association, and Union negotiations team preparation thereof.
- 25.C "Union meetings," for purposes of this Section, shall be defined as those meetings which relate directly to the processing of grievances and/or to the representation of bargaining unit members in the collective bargaining process with the employer and meetings relating to the Union's representation of employees in their employer-employee relations. **The Union shall give to the DHRM advance notice of any Union meetings for which release time is requested. Such notice shall include identification of participants who require release time, the general purpose for which the meeting is being held, the general location of meeting(s) and the amount of travel time, if any.**
- 25.D CAS release time **for CAS business** shall be provided ~~for not more than two hundred twenty (220) person workdays (cumulatively) during any one CTA fiscal year~~ **without loss of pay**, exclusive of grievance processing and negotiations release time provided above ~~which shall not be counted in the cumulative total of release time days.~~
- 25.E The Union shall give to the DHRM **reasonable** advance notice of ~~not less than five (5) days of any Union meetings for which~~ **any requests for CAS** release time is requested. Such advance notice shall include identification of participants who require release time, **and the dates and times of the release needed**, ~~the general purpose for which the meeting is being held and the general location of meetings(s). The DHRM will notify the immediate supervisor of the union release time usage. For Association provided release time, the amount of travel time, if any, shall be included with the advance notice.~~

ARTICLE 26. REOPENING CLAUSE

Negotiations between the parties shall take place during the term of this Agreement under one or more of the following circumstances:

- 26.A By mutual consent, any of the provisions of this Agreement may be renegotiated at any time.
- 26.B By mutual agreement, items not covered in this Agreement may be negotiated for inclusion at any time.

26.C Each year, on or after March 15 but no later than April 15, either party may bring one (1) issue to negotiations without mutual consent under all of the following conditions:

26.C.1 The issue brought to negotiations shall directly affect terms and conditions of employment with the exception of salary and wages, fringe benefits and business expenses;

26.C.2 The issue relates directly to circumstances arising during the term of this Agreement and unforeseen by the parties prior to the ratification of this Agreement; and

26.C.3 The issue has not been the subject of specific bargaining in the course of negotiating the current contract.

ARTICLE 27. RIGHTS AND OBLIGATIONS OF THE PARTIES

27.A Obligations of Employer

27.A.1 The employer shall observe all provisions of this Agreement, provide all employees with a copy of this Agreement, and treat all employees equitably in the interpretation and application of this Agreement.

27.A.2 The employer reserves and retains, solely and exclusively, all management rights, powers and authority, including the right of management to manage, control and direct its work forces and operations, except as specifically limited by this Agreement.

27.A.3 The employer agrees that it will not cause a lockout of employees during the life of this Agreement. It is understood and agreed that a lockout means any voluntary cessation of operations of and by the employer to prevent employees from working.

27.A.4 The employer agrees to furnish to the Union, in response to reasonable requests, appropriate information which shall assist the Union in processing any complaints or proceedings under this Agreement. Such information shall be restricted to that which is kept by the employer and is in a form that is used by the employer in the ordinary course of doing business. Such information shall be provided in a reasonable amount of time.

27.A.5 The employer agrees to provide to the employee timely notification and the nature of any requested and/or required meeting with an Association supervisor or manager which could predictably or probably result in corrective or disciplinary action. In such cases, sufficient time will be provided between notice and meeting time to allow for Union representation should the employee so choose.

27.B Obligations of Employees

- 27.B.1 An employee shall perform services for the Association during the life of this Agreement in accordance with established requirements of the position.
- 27.B.2 An employee shall promote the current programs and goals of the Association.
- 27.B.3 During the term of this Agreement, it is understood that the Union will not cause, permit or authorize its members to strike, sit-down, slowdown or engage in any work stoppage or limitation upon work that is based upon any alleged violation, misinterpretation or misapplication of a provision of this Agreement.
- 27.B.4 The employer agrees to waive its right to collect damages against the Union in the event of a wildcat strike only if the following conditions are met.

The Union, upon written demand from the employer, shall:

- 27.B.4.a Notify all employees immediately in the event of a strike that the strike is unauthorized and in violation of the Agreement;
- 27.B.4.b State in writing to employees that the strike is in violation of the Agreement;
- 27.B.4.c Make every reasonable effort to induce employees to cease such acts;
- 27.B.4.d Publicly announce, if requested by the employer, that the strike is unauthorized and in violation of the Agreement; and
- 27.B.4.e Inform employees who participate in the strike that it is their individual responsibility and the Union will not defend them against any disciplinary action that the employer may take.

27.C Extraordinary Circumstances

27.C.1 When, due to extraordinary circumstances existing in the immediate work environment, the Association or the Union believes it would be in the best interest of the employee, and/or work environment, and/or work product, the Association, employee and the Union will meet to discuss prospective remedies. Extraordinary circumstances can be, but are not limited to, workplace conflict or change in the scope of the job such that the employee is no longer able to satisfactorily perform the work. In the event all parties do not agree, participation in this process shall not prejudice any party's rights, obligations and privileges under this Agreement.

27.D Union-Association Cooperation

The Union and the Association agree to meet on a regular basis for the purpose of discussing existing and proposed programs, the implementation of any programs, policies or procedures and any potential or current problems that may be in evidence.

ARTICLE 28. UNION MEMBERSHIP AND RIGHTS

- 28.A All present employees who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All employees shall become and remain members of the Union in good standing as a condition of employment on and after the thirtieth (30th) calendar day following the beginning of their employment for regular employees and the sixtieth (60th) calendar day following the beginning of their employment for temporary employees. The Association shall inform all prospective employees of these requirements.
- 28.B Any employee who fails to become a member of the Union within the time limits set forth above, or who fails to pay the required uniform Union dues, initiation fees and assessments as prescribed by the Union, shall be discharged upon written notice from the Union to the Association and upon verification by the Association that the circumstances legally support such discharge.
- 28.C The employer agrees to payroll deduction of all dues. The employer shall deduct such dues of those members of the bargaining unit from whom the employer has received a voluntary written assignment authorizing such deduction, which assignment shall not be revocable for a period of one (1) year unless canceled in writing and signed by the member. The authorization shall continue in force for each successive one (1) year period. The employer shall remit such deductions by the tenth (10th) calendar day following the pay period for which such deduction is made. The Union does hereby indemnify and shall hold the Association harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Association for the purpose of complying with NLRA provisions.
- 28.D The employer shall notify the Union Treasurer of any change in status of employment. The notification shall be in writing within ten (10) days of the change.

- 28.E The officers of the Union, Chairperson of the Grievance Committee or designee, Chairperson of the Bargaining Team, and the Representative Council Members, shall have the right to contact Union members at work with respect to the Agreement and Union business that cannot be performed at other times. The Union agrees that such business shall be conducted as expeditiously as possible.
- 28.F The Union and its representatives shall have the right to use available Association facilities for Union meetings provided that such use is at no cost to the Association. In the event that costs are incurred, the Association may make a charge therefor, not to exceed actual costs.
- 28.G The Union shall have the right, outside of normal business hours, except as provided herein, to use facilities and equipment, including but not limited to, typewriters, computers, other duplicating equipment, calculating machines and audiovisual equipment when such equipment is not in use and in accord with established procedures. Such use shall be conducted during rest break and/or lunch hours and/or before/after the normal workday, and/or on a day other than the normal workday. The Union shall pay for the cost of all materials, supplies and telephone calls incident to such use.
- 28.H The employer shall provide bulletin board space in each CTA building for the use of the Union. Copies of any materials posted shall be given to the CTA staff person in charge of the building or office.
- 28.I The Union shall have the right to use intra-office mail facilities and office mailboxes.
- 28.J Each Union member has the right to know the identity of and be answerable to that member's immediate supervisor. The Union member is not obligated to take supervisory direction from any other person. This is not to limit the performance of work for other CTA employees or members, and it is understood by the parties that persons other than the immediate supervisor may distribute and direct work performed by the Union member.
- 28.K All employees shall have the right to organize and participate in the Union and to engage in activities for mutual aid and protection.

ARTICLE 29. CONFORMITY TO LAW

If any provisions of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provisions or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties shall meet for the purpose of renegotiating the provision(s) affected. If no agreement is reached within twenty (20) days after such ruling is either implemented or final, whichever comes first, the matter shall be submitted to interest arbitration. The arbitrator shall be selected in accordance with the provisions of Article 15.

ARTICLE 30. ASSIGNABILITY CLAUSE

- 30.A This Agreement is assignable. The present employer agrees that no change of or transfer of employer shall occur without a guarantee that all provisions of this Agreement shall remain in full force and effect as a precondition of any such change or transfer, and that any new employer shall be bound in every respect by this Agreement.
- 30.B This Agreement can be assigned without corporation merger only when the specific terms and conditions of an employee transfer agreement provides for economic safeguards to ensure that this Agreement can be fully implemented through its duration. Determination of economic feasibility must be finally decided by an independent auditor if requested by the Union. Such auditor fee(s) shall be paid by the Union.
- 30.C Other terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of the Union. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counter proposals in writing. The employer shall take final action only after such involvement. Union involvement shall be only with regard to the assignment of this Agreement and shall not extend to matters affecting change in corporate structure, affiliation, operations, ownership or identification.
- 30.D In the event of a merger or consolidation, the current collective bargaining agreement will continue in full force and effect. CAS will be recognized by the new organization as the bargaining agent for its members.

ARTICLE 31. MATTERS NOT COVERED

- 31.A The express provisions of this Agreement shall supersede all prior policies or practices on the same subject and are intended to cover all terms and conditions of employment for the duration of this Agreement.
- 31.B Any practices, rules, regulations, or conditions of employment which have not been altered by this Agreement shall remain in effect unless and until changed by mutual agreement of the parties.

ARTICLE 32. NON-DISCRIMINATION

- 32.A The employer agrees that it will not discriminate or take disciplinary action against any member of the unit on the basis of race, national origin/ancestry, religion, gender, sexual orientation, political affiliation, marital status, age, disability, medical condition, veteran status, exercises of rights guaranteed by this Agreement, or membership and/or participation in the activities of the Union. No Union member shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of Union membership or activity. The employer recognizes that sexual harassment is an unlawful form of discrimination and agrees that the most current Association policy and

complaint procedure will apply to and be observed in relation to Union members. The most recently revised policy statement and complaint procedures are appended to this Agreement for information purposes in Appendices I and I-1.

- 32.B The employer agrees that the personal life of an employee is not an appropriate concern of the Association.

ARTICLE 33. SUPERVISORS AND CONFIDENTIAL ASSISTANTS

33.A Supervisory Employees

- 33.A.1 The Association shall annually provide a list of such supervisory employees. A list of the position titles and the names of the employees currently in the positions shall be transmitted to the Union within ten (10) days of the joint ratification of this Agreement. Any change in this list shall be transmitted to the Union and to any affected unit members within ten (10) days after the effective date of such change.
- 33.A.2 "Supervisory Employees" transferring to the Union bargaining unit shall not be "Y-rated," except as provided in Article 12.B.7.
- 33.A.3 Unit members shall be informed in writing of the designated supervisor at the time of employment. Any changes in the designated supervisor shall be communicated to the affected unit member(s).

33.B Confidential Assistants

- 33.B.1 The employer may designate a maximum of sixteen (16) positions as confidential effective September 1, 2006.
- 33.B.2 A list of the position titles and the names of the employees in the positions shall be transmitted to the Union. Any changes in positions and/or employees shall be transmitted to the Union within ten (10) days before the effective date(s) of such change(s).
- 33.B.3 "Confidential Assistants" transferring to the Union bargaining unit shall not be "Y-rated," except as provided in Article 12.B.7.
- 33.B.4 If an employee in a position designated as "Confidential" does not perform confidential duties during the life of this Agreement, that position shall revert to a bargaining unit position.

ARTICLE 34. SHARED PLANNING

In view of the accelerating pace of the technological, environmental, social and economic change impacting the Association, the employer and the Union mutually agree to initiate and

participate in shared planning activities which will examine and assess the problems facing the Association and develop recommendations for the Association's consideration.

The parties agree to the following principles:

- 34.A Each party shall select its own representatives to this process.
- 34.B No rights under the NLRA shall be waived.
- 34.C No adverse employment action shall be taken against any bargaining unit member because of their participation in this process.
- 34.D Shared planning under this Article shall not involve monitoring, reviewing work performance or ability, supervising, hiring, firing, disciplining or transferring employees.
- 34.E Participation by the parties in this process shall be voluntary.
- 34.F Shared planning models are not policy-making bodies.

ARTICLE 35. SUBCONTRACTING

The Association will not engage in any subcontracting of work which would result in the loss of any current Union bargaining unit position(s) or downgrading of an existing bargaining unit position.

ARTICLE 36. TECHNOLOGY

- 36.A The Union and the Association acknowledge the advancements being made in technology and the need for all employees to be open to new ideas and concepts regarding the use of technology in the conduct of Association business.
- 36.B In the event that the Union demands to bargain the impact of any proposed technological change, the demand shall not delay the implementation of such change.
- 36.C Upon implementation or, if feasible, prior to implementation of any technological change, the employer shall provide training to employees.

MONTHLY ALLOCATION OF ANNUAL LEAVE

Monthly allocation of annual leave shall accrue as follows:

	0-5 Years	0+ Years
September	1	1
October	1	2
November	2	2
December	1	2
January	2	2
February	2	2
March	1	2
April	2	2
May	2	2
June	1	2
July	1	2
August	1	2
	15	23

Associate Staff Salary Schedule
 September 1, 2023
 Base = Monthly salary + \$833

Monthly Schedule

Steps	D	E	F	G	Reclass
1	6262	6569	7298	7676	8009
2	6637	6948	7676	8049	8382
3	6758	7085	7810	8182	8515
4	6886	7214	7947	8308	8641
5	7017	7349	8080	8445	8778
6	7151	7483	8214	8580	8913
7	7276	7608	8339	8705	9038
8	7393	7725	8456	8822	9155
9	7509	7841	8572	8938	9272
10	7626	7958	8689	9055	9388

Associate Staff Salary Schedule
 September 1, 2024
 Base = Monthly salary + \$600

Steps	D	E	F	G	Reclass
1	6862	7169	7898	8276	8609
2	7237	7548	8276	8649	8982
3	7358	7685	8410	8782	9115
4	7486	7814	8547	8908	9241
5	7617	7949	8680	9045	9378
6	7751	8083	8814	9180	9513
7	7876	8208	8939	9305	9638
8	7993	8325	9056	9422	9755
9	8109	8441	9172	9538	9872
10	8226	8558	9289	9655	9988

Associate Staff Salary Schedule
 September 1, 2025
 Base = Monthly salary + \$600

Steps	D	E	F	G	Reclass
1	7462	7769	8498	8876	9209
2	7837	8148	8876	9249	9582
3	7958	8285	9010	9382	9715
4	8086	8414	9147	9508	9841
5	8217	8549	9280	9645	9978
6	8351	8683	9414	9780	10113
7	8476	8808	9539	9905	10238
8	8593	8925	9656	10022	10355
9	8709	9041	9772	10138	10472
10	8826	9158	9889	10255	10588



CAS POSITION DESCRIPTION

Employee Name:	
Position Title:	Field Services Specialist
Budget # & Department/Region:	
Office Location:	
Reports To:	
Salary Schedule:	CAS Schedule EG
Position ID:	

General Description

This position **works in a field office providing** skilled assistance to regional and departmental field staff and members in a field office. Work is performed within established guidelines and procedures.

The incumbent provides skilled administrative support and technically advanced services including developing internal regional databases, conducting data analysis, and doing technical research.

Technical research involves compilation of regional data and conceptualization of the data distribution for development of specific regional reports.

Incumbent is responsible for maintaining current knowledge of Falcon data (or subsequent program), procedures and policies, in execution of independent analysis. Identifies and incorporates disparate and unintegrated data into new and existing regional databases, in support of member recruitment and engagement.

The incumbent works with minimal supervision in all job requirements, and must exercise a high level of independent judgment and initiative, and discretion in both the utilization and dissemination of sensitive information. Additionally, this position requires the skills and the abilities to recognize, negotiate and maximize the value from hotels, products and partners.

The incumbent's responsibilities require the incumbent to act in a discretionary capacity for management while performing under minimum supervision.

Specific Duties and Responsibilities

Incumbent may perform any combination of the tasks listed below:

- ~~Performs~~ **Coordinates** on-site property maintenance functions.
- Composes and prepares correspondence for staff and leadership from drafts, notes, ~~disks~~ or other media.
- Edits reports and correspondence for style and correct English usage, grammar, punctuation, and spelling.
- Answers the telephone and responds to inquiries from the public, members and staff as appropriate.
- Represents the CTA and provides assistance to members and chapter leaders requesting Association services, benefits and programs.
- Processes GLS referrals for CTA members as directed by UniServ staff.
- Makes timely referrals to appropriate staff and/or ensures inquiries receive a response in absence of person(s) to whom assigned.
- Compiles information ~~data~~ **data from multiple sources** and creates/maintains databases, **spreadsheets, reports and other data management files of a highly sophisticated nature that track and measure current regional membership recruitment and retention data**, using current technology.
- Schedules appointments, travel arrangements as requested and maintains office calendars for assigned staff.
- Arranges and prepares for meetings and workshops and performs other required logistics.
- Assists Service Center Council, CTA and NEA elected leadership in the Association's governance operation

as directed through assigned UniServ staff, **to include:**

- **logistics, planning and management of SCC general membership meetings, WHO award banquets, elections, conferences & symposiums**
- **management of required reports**
- **support of SCC Committee efforts**
- **creation and distribution of annual SCC directory**
- Provides assistance to the Governance Department in the coordination of State Council and the NEA Representative Assembly elections.
- Provides assistance to the Governmental Relations Department in the coordination of the CTA Legislative Recommendation Program as directed through assigned staff.
- Opens and processes mail including electronically transmitted materials.
- Edits to final form minutes of meetings.
- Establishes and maintains files and records, **to include uploading current CBA's to CTAsearch**
- Maintains office telephone answering system.
- Performs logistical functions as assigned for events ~~coordinated by the region~~, **to include:**
 - **Works directly with planning committees, trainers, and CTA staff to support specific goals**
 - **Responsible for identification of training locations, facilities, and lodging**
 - **Negotiates complex contracts with selected facilities and suppliers based on event requirements while incorporating value added concessions and stringent CTA contract language**
 - **Gathers information and instruction from event planning committees and makes recommendations regarding program, budget, registration database management and logistical planning**
 - **Coordinates with conference hotel staff from first contact through post-conference follow-up including contracts, room scheduling, banquets, audiovisual equipment and billing**
 - **Delivers all aspects of conference registrations including online registration, reports, grants, housing, conference materials and evaluations**
 - **Coordinates registration fee collection process, works with Accounting on receivables and reconciles invoices with each hotel and supplier**
 - **Tracks event and reimbursable attendee expenses**
- Plans, coordinates and follows through on large logistical projects.
- Performs designated office errands.
- Performs office management duties for RRC.
- **Supports organizing campaigns, including but not limited to, member engagement, community engagement and political actions**
- **Assists with the coordination of logistics and meeting materials for grassroots lobbying efforts.**
- **Responsible for knowledge and usage of BEN and SSA databases, to include creation of charts to depict database information**
- **Builds and/or maintains websites, with topics that include: calendar, live links, event registration, elections/politics, contact information, downloadable forms, registration and electronic payments**
- Performs other appropriate duties as assigned.

Qualifications - Minimum Required

- AA Degree and one (1) year of relevant experience or, high school diploma/G.E.D. and four (4) years of relevant experience.
- Ability to learn and communicate CTA structure, policies, and procedures, programs and services.
- Excellent communication skills, oral and written.
- Excellent interpersonal skills.
- Ability to follow through on work assignments with little supervision.
- Ability to operate generally used office machines.
- Proficient word processing skills with minimum keyboarding speed of 55 wpm.
- Proficiency in the use of computer technology and the ability to learn and use the Association's supported software programs.
- Ability to prioritize multiple projects and adapt to changes in priorities.
- Ability to work well under considerable pressure, ~~respond to emergencies~~, and solve routine office problems independently.
- Ability to work overtime as needed.