AN AGREEMENT
Between
The California Teachers Association
And
The California Associate Staff

September 1, 2009
To
August 31, 2012
AGREEMENT BETWEEN THE
CALIFORNIA TEACHERS ASSOCIATION

AND THE
CALIFORNIA ASSOCIATE STAFF

This Agreement made and entered into this 1st day of September, 2009, by and
between the California Teachers Association, hereinafter referred to as the
"Association" or "CTA," and the California Associate Staff, hereinafter referred to as the
"Union," "Bargaining Unit" or "CAS," includes all of the following articles and provisions.

This Agreement is the most recent successor Agreement to the first voluntary
recognition of the Union by the Association as the exclusive bargaining agent for
associate staff of the California Teachers Association on January 15, 1972.

Agreed in Bargaining:

For the
CALIFORNIA TEACHERS ASSOCIATION

Dean E. Vogel, Chairperson
Chief Negotiator

For the
CALIFORNIA ASSOCIATE STAFF

Debra Oshige
Chief Negotiator

Ratified and Agreed this 24th day of June, 2009.

دونالد R. 里克
President

President

Executive Director

CTA Bargaining Team:

Dean E. Vogel, Chairperson
Daniel R. Vaughn
Eric Heins
George Melendez
Mary Rose Ortega

CAS Bargaining Team:

Debra Oshige, Chairperson
Mia Anastasio
DeDe Deatrick
Katie Howard
Rhonda King
Terri Pinkney
Bob Quance
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ARTICLE 1. TERM OF AGREEMENT

This Agreement shall become effective on September 1, 2009, and shall continue in full force and effect through August 31, 2012.

ARTICLE 2. RECOGNITION

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.

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:

1. Supervisory, confidential, professional, managerial and administrative; and

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

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.

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.

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

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

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

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

A person living in the same principal residence as the employee, in a condition of financial interdependence in that the employee 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.

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.

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.

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, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew and Domestic Partner.
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 twelve (12) or more days of employment in any calendar month. No credit shall be allowed for less than twelve (12) days. For the purpose of this paragraph, a listed holiday as defined in this Agreement shall be considered a working day.

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.

M. "Supervisor" - Any and all references to "supervisor" within this Agreement shall mean the supervisor as designated by the employer.

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.

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

ARTICLE 4. CATEGORIES OF EMPLOYMENT

A. "Regular Employee": An employee other than a probationary employee or a temporary employee as defined herein.

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.

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."

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.

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.

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. 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.

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.

D. "Agency Personnel": The Association may retain agency personnel under the following circumstances and may extend timelines upon mutual agreement between the Association and the Union:

1. To perform work of an overflow nature, including vacation coverage, lasting not more than ninety (90) working days.

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.

3. To perform job duties in a regularly vacated position for not more than ninety (90) working days to accommodate the hiring process.

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.
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.

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.

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.

B. All qualified bargaining unit members who apply for vacant and/or newly-created positions shall be given priority consideration. 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.

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.
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.

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:

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.

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 his/her rate of pay.

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.

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.

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.

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.

J. Temporary Positions

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.

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 his/her previous position at the termination of the temporary position.

ARTICLE 6. HOURS OF WORK

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.

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 rest period each half of a workday.

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.

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.

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.

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.

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

ARTICLE 7. OVERTIME WORK AND BUSINESS EXPENSES

Payments made directly or indirectly for an employee may have federal and state tax implications.

A. 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 within five (5) days.

B. Overtime

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:

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<th>Overtime Hours Per Day</th>
<th>Pay</th>
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<td>8th Through 12th</td>
<td>Time and a Half (1-1/2)</td>
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<td>13th Through 16th</td>
<td>Double Time (2)</td>
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<td>17th Through 24th</td>
<td>Triple Time (3)</td>
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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 (1½) 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.

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.

3. Saturdays shall be paid at no less than time and a half (1-1/2), 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).

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.

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 (1-1/2) 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.

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.
D. Overtime work which is on a day other than the normal workweek shall be paid for no less than three (3) hours.

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.

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.

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

   1. The following provisions shall apply to bargaining unit members who use their personal automobiles for Association business:
      
      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.
      
      b. Those employees so authorized shall be reimbursed for use of their automobile for a total reimbursement rate of sixty-five (65) cents per mile for the duration of this Agreement.
      
      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 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.

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.

e. In no event shall the Association be responsible for or pay costs which are covered by the employee's own insurance.

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.

g. Procedures regarding bargaining unit employees' use of personal automobiles for Association business are described in Appendix H and are incorporated into this Agreement.

h. An employee shall not be reimbursed for mileage between his/her home and his/her normal work site.

i. An employee who chooses to travel for CTA business by use of a rental car shall secure advance approval from the Employer.

2. Travel by plane shall be on coach (tourist, economy, single class flights). A transportation coupon or other receipt must be submitted with the employee's expense claim.

3. Reasonable amounts for taxi, airport bus and limousine service shall be reimbursable, subject to explanation if greater than usual amounts.

4. Allowable expenses for meals shall not exceed the actual amounts paid. Reimbursement for meals for the duration of this Agreement shall be limited to seventy dollars ($70.00) for any one day, including tax and tip. The employee shall furnish receipts for single meals of thirty-five dollars ($35.00) or more.
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.

6. A travel advance of up to five hundred dollars ($500.00) shall be provided upon request for travel necessitated by Association business.

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.

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.

I. Information Center Analyst Position

1. Information Center Analysts shall receive the following additional expense benefits:
   
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.

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).

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.

2. The Association shall reimburse the employee for the annual fee up to fifty dollars ($50.00) of one (1) general VISA, MasterCard or American Express card. Any charges on such card shall not be billed to the Association.

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.

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

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.

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. 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 his/her 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. 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

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:

1. Time spent on paid leave of absence shall not constitute a break in service.

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.
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.

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.

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.

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."

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.

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.

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.

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**

A. **Probationary Employee**

1. During the first six (6) months of employment, the supervisor shall communicate openly with the probationary employee regarding his/her progress. Each probationary employee shall be formally reviewed by
his/her immediate supervisor, as designated by the employer, during the sixth (6th) month of employment.

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).

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.

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.

B. **Regular Employees**

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.

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.

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).

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.

5. It is understood that the absence of a formal, written review for any of the above time periods constitutes satisfactory work performance.
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.

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

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.

B. Each employee shall be promptly notified in writing of any entry in his/her 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.

C. No material may be placed in the personnel file if such material is dated more than thirty (30) days previous.

D. Upon a timely request in advance, the employee or his/her representative may make copies of materials contained in his/her personnel file and working file, in the presence of a responsible person on duty in the DHRM or other office as appropriate.

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.
F. An employee may place materials in his/her 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.

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.

H. In the event the employee is exonerated of wrongdoing, all materials related to the allegation(s) shall be expunged.

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

A. Classifications/Job Descriptions

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.

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.

3. The Association reserves the right, in accordance with Section A.1., above, to create appropriate job descriptions for new positions.

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.
B. **Permanent Reclassification**

1. All requests for reclassification shall be in writing and shall be sent to the Manager of the Department of Human Resources Management, with a copy to the immediate supervisor.

2. Upon receipt of a request for reclassification, the Manager of the Department of Human Resources Management will send a written acknowledgement of receipt to the employee and the Union President and respond to all appropriate parties in writing as to the date and time of the panel hearing.

3. There shall be one (1) Reclassification Panel. The panel shall be scheduled to hold hearings when three (3) or more reclassification requests are received; at least once per year. However, additional panel hearings may be scheduled as deemed necessary by mutual agreement between the Association and the Union. The panel shall consist of the Manager of Human Resources Management, two management employees, and a CAS member who shall participate as an ex-officio member of the panel. The decision of the Reclassification Panel shall be binding on both parties.

   a. CAS will provide reclassification coaching and assistance to employees requesting reclassification to increase understanding of the reclassification process, guidelines and criteria, and to better prepare them for their panel presentation. This coaching/assistance is not intended to discourage any CAS member from seeking reclassification. The Union will notify the Department of Human Resources Management when the coaching process is complete for each employee. CAS may use CAS release time for coaching.

4. 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.

5. 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.
6. 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.

7. 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 his/her 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.

8. 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.

9. 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.

10. 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.

C. Temporary Duties

1. Temporary assignment of duties in the employee's current job classification or a lower one which constitute a significant increase in
workload shall entitle the employee to additional pay when the temporary assignment is for thirty (30) days or more.

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. Such assignment must be in writing. 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

A. Layoffs

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.

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.

3. Any bargaining unit member who may be laid off shall be notified in writing not less than twenty-five (25) 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 his/her retirement options and be provided a list of all bargaining unit positions and job descriptions filled by members with less seniority.

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.

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.
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.

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.

C. Bumping Rights

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:

   a. The position is held by an employee of lesser seniority than that of the employee asserting the right to bump.

   b. The position is one which the employee asserting the right to bump is qualified and competent to hold.

   c. The assertion of such claim to bumping rights is delivered to the Association by the employee within five (5) days after receipt of the notification provided for in Section A.3., above, of this Article.

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.

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.

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.

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.

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.

E. Recall Rights

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.

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.

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.

F. Transfers

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 initiated by the unit member. An involuntary transfer shall be any transfer initiated by the Association.

2. A bargaining unit member shall not be involuntarily transferred without at least twenty-five (25) 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.

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.

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.
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:

1. Packing, moving and unpacking charges to a maximum weight limit of nine thousand five hundred (9,500) pounds.
2. Any deposits forfeited on a lease of the employee's residence by reason of the premature termination of the lease.
3. Telephone and utilities disconnection and reconnection fees.
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.
5. The employee shall be given reasonable time off, without loss of compensation or vacation, to prepare for and move to the new location.
6. The employer shall advance to the employee necessary moving expenses as defined herein.
7. Payments under this Article made directly to or indirectly for an employee may have federal and state tax implications.

**ARTICLE 14. DISCIPLINE/DISMISSAL/TERMINATION**

A. **Discipline**

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.
2. In the event of suspension, the reason and length of suspension will be given in writing to the employee.
B. Dismissal

1. Regular Employee

   a. No regular employee shall be recommended for dismissal except for just cause.

   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.

   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.

   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.

   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.

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

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

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year or Less</td>
<td>10 Days</td>
</tr>
<tr>
<td>1 Through 3</td>
<td>12 Days</td>
</tr>
<tr>
<td>4 Through 6</td>
<td>15 Days</td>
</tr>
<tr>
<td>7 Through 9</td>
<td>18 Days</td>
</tr>
<tr>
<td>Ten Years or More</td>
<td>One Month (Two Pay Periods)</td>
</tr>
</tbody>
</table>

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.

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

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.

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.

2. **Probationary Employees**

   a. Dismissal of a probationary employee prior to the formal review during 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.

   b. After the sixth (6th) month review, 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.

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.

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.

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

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.

C. Voluntary Termination of Employment

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.

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.

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.

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

A. Definitions

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.

2. "Grievant" - The person, persons, or the Union making the claim.

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.

B. General Provisions

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.

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.

3. A grievant may present a grievance on behalf of himself/herself; however, once a grievance is filed at Level One, that grievance shall be processed by a grievance representative selected by the Union.

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.

5. Grievances shall be processed during the regular working hours, except upon mutual agreement between the Union and the Association.

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.
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.

C. Procedure

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.

2. Level Two

   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.

   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 his/her 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.

3. Level Three

   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.

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.

c. The following criteria shall govern the selection of the arbitrator from the above-referenced lists:

(1) Ability of the arbitrator to conduct the arbitration hearing within sixty (60) days.

(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.

(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.

d. After the arbitrator has been selected, a pre-hearing settlement conference shall be held with the Association, the Union, and the grievant, at his/her 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.

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.

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.

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.

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.

D. Miscellaneous

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.
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.

3. All grievances involving claims for reclassification shall be filed and processed at Level Two.

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.

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.

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.

7. Management representatives shall have full authority commensurate with the level of the grievance to act on behalf of the Association.

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, 2009.

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.

B. Employees shall be paid semimonthly on or before the 1st and 15th of each month.

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.

D. A probationary employee shall receive the first salary step increase on September 1 provided they have completed six (6) months of employment.

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.

F. An employee may elect to have his/her 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.

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.

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.

<table>
<thead>
<tr>
<th>Years</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>06 – 09 Years</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>10 – 14 Years</td>
<td>$125.00</td>
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<tr>
<td>15 – 19 Years</td>
<td>$175.00</td>
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<td>$250.00</td>
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<tr>
<td>25 – 29 Years</td>
<td>$300.00</td>
</tr>
<tr>
<td>30+ Years</td>
<td>$375.00</td>
</tr>
</tbody>
</table>

ARTICLE 17. INSURANCE/FRINGE BENEFITS

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:

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.

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.

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

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

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:

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.

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.

3. The CTA contribution for medical insurance shall not decrease during the term of this Agreement.
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.

C. In the event that the reserves in the CTA Employees’ Health and Welfare Benefits Trust drop below $10 million, CTA will increase funding in an amount necessary to maintain at least a $10 million reserve.

D. The parties believe that containing health care costs means making changes that positively impact the overall, long-term cost to the Trust. The parties believe that this is effected by improving and implementing medical outcomes practices and quality of care programs. CAS is committed to this effort.

1. Health Trustees shall investigate, with advice from Trust professionals, outcome management practices and quality of care programs during the first year of the 2006-09 Agreement which are designed to lower long-term overall cost to the Trust.

2. In the design of the health and welfare plan(s), the parties agree to instruct their Trustees to continue to explore and to implement, as appropriate, modifications to the current plan(s) to contain costs and to ensure continued maintenance of the plan(s) within available resources. Such benefits shall include those categories outlined in Appendix J. Furthermore, the parties agree to instruct their respective Trustees to achieve a cost reduction of six hundred thirty thousand dollars ($630,000.00) to the CTA Employees’ Health and Welfare Benefits Trust by October 1, 2007. Such reductions may include, but not be limited to:

   a. Implementation of disease management (both Prescription and Medical) programs;

   b. Other quality of care and best practice programs;

   c. Behavior modification programs;

   d. Consideration of return on investment projections from the implementation of all cost reduction efforts;

   e. Trust administrative and/or operating expenses; and

   f. As a last resort, reasoned benefit modifications designed to have as minimum of a personal financial impact on current and future plan participants as possible.
E. The parties agree that Domestic Partners (as defined in Article 3) shall be qualified dependents for purposes of health benefits coverage.

F. 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.

G. 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.

H. Disability Insurance

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

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

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 him/her from the State Disability Insurance Plan as a result of his/her negligence in filing a claim, will have the amount of such uncollected payments deducted from his/her salary. Specific procedures may vary for employees covered by the CTA Voluntary Disability Insurance Plan.
I. CTA shall pay the full employee FICA payments for all associate staff. Such FICA payments shall be included as income for retirement purposes.

ARTICLE 18. RETIREMENT

A. Retirement Plan Provided

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.

2. CTA shall maintain a three-part retirement plan:
   a. A defined benefit Retirement Pension Plan.
   b. A defined benefit Retirement Medical Benefits Plan.
   c. A defined contribution 401(k) Plan.

B. Retirement Eligibility and Social Security

1. Employees shall become members of the CTA Staff Retirement Plan commencing either:
   a. The first day of the first month of their employment as a regular employee; or
   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.

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

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.

C. Retirement Pension Annuity Benefits

1. As applicable, the benefits under the Retirement Pension Plan described in this Section shall be provided to the:
   
   a. Eligible employees of the Association (and of the other Participating Employers in the CTA Staff Retirement Plan).
   
   b. Eligible dependents of such employees.
   
   c. Eligible non-employee Domestic Partners of such employees, who have been formally designated as a Domestic Partner pursuant to Article 3, Section G.

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.

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:
   
   a. A Retirement Pension Benefit (also referred to as a “Retirement Allowance”).
   
   b. Pre-Retirement Death Benefits.
   
   c. Post-Retirement Death Benefits.
   
   d. Disability Benefits.

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:
   
   a. The employee's highest monthly compensation in a single year of employment as an eligible employee.
   
   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.

c. A benefit accrual factor of three percent (3.0%).

5. Members of the CTA Staff Retirement Plan may retire and elect to draw the Retirement Pension Benefit either as:

a. 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.

b. 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” factors set out in Appendix F.

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:

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.

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.

c. In the exercise of reasonable discretion under this Section, the Trustees shall consider the following:

(1) The assets reasonably available to the CTA Employees’ Retirement Benefit Trust;
(2) The actuarial cost to the CTA Employees’ Retirement Benefit Trust of increasing eligible retirees’ annuity payments for any objectively identifiable group of retirees;

(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

(4) Such other factors as the Trustees, in consultation with the relevant Plan professional advisors, deem reasonable and appropriate.

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.

8. The CTA Staff Retirement Plan shall pay the Retirement Pension Benefit through the following standard forms, as applicable:

a. The “Single-Life” form for unmarried employees who have not designated an eligible Domestic Partner and/or other eligible designated beneficiary.

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.

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

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.

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

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.
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.

D. **Retirement Medical Benefits**

1. CTA shall provide eligible employees and their eligible dependent(s) health, dental, and vision benefits for life upon retirement, provided that said employees and their dependent(s) meet the eligibility requirements specified in Sections D.3. through D.6., below.

   a. The level of health, dental, and vision benefits provided under the CTA Staff Retirement Plan shall be comparable to those benefits provided active employees, pursuant to Article 17 and Appendix J of this Agreement.

2. The CTA Employees’ Health and Welfare Benefits Trust shall reimburse eligible retirees and/or their eligible dependent(s) for the premium cost for enrolling in Medicare Parts A and/or B. Reimbursement for Part B will not be made for premiums paid that are more than twelve (12) months old (one year retroactively).

3. To be eligible to receive Retirement Medical Benefits under this Section, an employee shall:

   a. Until August 30, 2012, have served ten (10) continuous, consecutive years of employment and participated in the CTA Employees’ Health and Welfare Benefits Trust for that same period immediately prior to retirement as a regular employee with CTA and/or another Participating Employer;

   Beginning August 31, 2012, have served twelve (12) continuous, consecutive years of employment and participated in the CTA Employees’ Health and Welfare Benefits Trust for that same period immediately prior to retirement as a regular employee with CTA and/or another Participating Employer;

   b. Retire and draw a Retirement Pension Benefit from the CTA Staff Retirement Plan, within thirty (30) days of separation from employment;
c. Be fifty (50) years of age or older, except for medically-certified disabilitants who meet the service requirements of the Association’s disability policy;

d. Be eligible to receive a Retirement Pension Benefit, pursuant to Section C, above;

e. 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

f. Begin the receipt of Retirement Medical Benefits without interruption upon cessation of employer-provided active employee health, dental, and vision benefits (i.e., maintained continuous coverage).

4. In addition to the eligibility requirements set out in Section 3., above, the following shall apply:

a. Immediately upon becoming eligible for participation, retirees and/or their eligible dependent(s) shall enroll in Medicare (SSI) 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.

b. Association-approved, unpaid leaves of up to twelve (12) continuous months shall count toward years of employment for purposes of eligibility for Retirement Medical Benefits.

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

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

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

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).

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.

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.

E. Pension Annuity and Medical Benefits Funding and Contributions

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

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

b. Beginning September 1, 2009 and continuing thereafter, the Association (and other Participating Employers) shall make contributions to the CTA Employees' Retirement Benefits Trust to fund the Retirement Pension Plan:

   (1) In the amount of thirty-three and one-half percent (33.5%) of total gross payroll cost, including FICA, paid by the Association and each other Participating Employer, as established annually by an independent audit.

   (2) If the cost of providing Retirement Pensions increases above thirty-three and one-half percent (33.5%) of total gross payroll, including FICA, paid by the Association and each other Participating Employer, the parties agree to bargain what steps must be taken to implement this Section. The Union agrees that "bargaining" as used in this Section will be limited to this issue and will be conducted by a single bargaining team representing both CAS and CSO.

   (3) CTA and other Participating Employers shall contribute 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.
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.

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

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.

F. Administration of the CTA Staff Retirement Plan

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:

a. The CTA Employees' Retirement Benefits Trust; or

b. The CTA Employees' Health and Welfare Benefits Trust.

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.

3. The agreements of the California Teachers Association, the California Associate Staff, and the California Staff Organization, acting as trust settlers, 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 settlers 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 settlers, 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.

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:

a. The CTA Staff Retirement Plan shall continue in effect.

b. The employees of any such merged, affiliated or successor entity shall be eligible for benefits only under the terms of this Section.

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.

G. Deferred Compensation Retirement Contributions

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

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.

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.

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%  
(Unless otherwise redirected to retirement funding - see below)

During 2009-10 and only for that fiscal year, two percent (2.0%) of the employer contribution to the employee 401(k) (Article 18.G.4) shall be redirected and added to an employer contribution of thirty-one and one-half percent (31.5%), increasing the total contribution to thirty-three and one-half percent (33.5%).

During 2010-11 and only for that fiscal year, one percent (1.0%) of the employer contribution to the employee 401(k) (Article 18.G.4) shall be redirected and added to an employer contribution of thirty-two and one-half percent (32.5%), increasing the total contribution to thirty-three and one-half percent (33.5%).

Contribution % of Salary  
(Appendix D) Without Match  5.0%  
(Unless otherwise redirected, Article 18.G.4)

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.

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

A. Sick Leave

1. Pursuant to Article 3, Section K, a minimum of twelve (12) 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.
a. On September 1 of any year an employee shall be entitled to twelve (12) days sick leave with pay during that fiscal year of CTA beginning September 1 and ending the next August 31.

b. An employee who begins his/her employment after September 1 shall be entitled to one (1) day of sick leave with pay for each month of anticipated employment with the Association before the next September 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.

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.

2. In the case of any sick leave extending beyond five (5) days or at the discretion of the employer, employees may be required to submit a letter from their physician or Christian Science Practitioner, advising the employer of the reasons for the employee's absence from work and the probable period of disability.

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.

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.

5. A half (1/2) day of absence because of illness will be counted as a half (1/2) day of sick leave.
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.

7. An employee returning to work from sick leave shall return to the position held at the time the sick leave absence commenced.

8. **Extended Unpaid Medical Leave Following the Expiration of Sick Leave Benefits:**
   
a. At such time that a regular employee who is absent because of his/her 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.
   
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.
   
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.
   
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.
   
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.

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.

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 his/her expense at the employer's cost.

h. An employee may use vacation or sick leave to the extent available while on leave due to illness, injury or pregnancy.

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.

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.

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.

B. Childbirth Leave

Employees shall be allowed three (3) 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.
C. Adoption Leave

Employees shall be allowed three (3) days of adoption leave, without loss of pay or benefits, and this leave may be taken immediately before, during or after the child’s adoption.

D. Bereavement Leave

An employee shall be entitled to five (5) 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. 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.

E. Family Leave

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.

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.

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.

4. CTA will use the fiscal year method for calculation of FMLA/CFRA.

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 his/her 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.

G. **Annual Leave**

1. A bargaining unit member shall be entitled to the following annual leave per fiscal year to be used as vacation, personal necessity leave and/or religious holidays:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ANNUAL LEAVE DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 2</td>
<td>10</td>
</tr>
<tr>
<td>3 - 5</td>
<td>15</td>
</tr>
<tr>
<td>6+</td>
<td>23</td>
</tr>
</tbody>
</table>

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

2. An employee who is hired after September 1 and who completes twelve (12) 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.

3. Holidays falling during the annual leave periods shall not be counted as annual leave days.

4. Annual leave shall be scheduled as agreed upon by the employee and his/her 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.

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.

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 his/her 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 his/her 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.

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.

H. Personal Necessity Leave

An employee shall be entitled to no more than four (4) 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.

I. Other Leaves

1. The employer may grant leaves with or without pay, at the non-discriminatory discretion of the employer, to any employee.

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 his/her field of training, with the appropriate salary status, including any allowed increments.

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.
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 his/her salary check while he/she is on leave. These arrangements may be:

   a. Written appointment of a bank or depository to receive his/her salary; or

   b. Disposition according to an appropriate and fully-executed power of attorney.

5. **Leaves Without Pay.** An employee on leave without pay may elect to continue his/her insurance coverages at the employee’s expense, except as provided in Section A.8., above.

6. **Military Leave**

   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.

   b. If the employee returns within thirty (30) days of his/her release from said service, he/she shall be reinstated to a position equal or comparable to the classification held at the time the military leave began.

   c. Upon said return, seniority and vacation credits shall resume at the same rates as provided by the contract.

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:

   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.

   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.

   3. Allowable leave shall not accumulate from year-to-year.
4. The leave under these rules and regulations will commence no earlier than the first calendar day of absence.

5. When an employee is absent from his/her duties because of industrial accident or illness, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs, which when added to his/her temporary disability indemnity under Division 4.5 of the Labor Code will result in a payment to the employee not to exceed his/her full salary.

6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.

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 him/her for the same illness or injury.

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.

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, he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in a payment to the employee of not more than his/her full salary.

K. Sick leave, annual leave and personal necessity leave shall be taken in blocks of thirty (30) minutes.

L. Extraordinary Leave Bank

1. The Association shall maintain an Extraordinary Leave Bank. This Section shall become operative on October 1st of any fiscal year if at least sixty (60) days exist in the Extraordinary Leave Bank.

2. Each regular, full-time permanent employee may participate in the Extraordinary Leave Bank. 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 Extraordinary Leave Bank. 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.

3. The Extraordinary Leave Bank 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.

4. A participating employee may draw from the Extraordinary Leave Bank up to sixty (60) days, if available, in any fiscal year as needed. While utilizing the Extraordinary Leave Bank, the employee shall be on a paid administrative leave of absence.

5. In the event the Extraordinary Leave Bank 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.

6. Any further regulations regarding the administration of the Extraordinary Leave Bank shall be mutually developed by the Association and the Union.

**ARTICLE 20. HOLIDAYS**

A. The following shall be considered holidays:

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

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 any employee to be 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 an equal number of working days off with pay. Scheduling of such equivalent days off may be made upon mutual agreement of the employee and the employee's immediate supervisor.

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.

D. Religious Days

Any employee of a faith observing religious days (days which are not holidays for Association employees) may arrange to be off work on these days subject to reasonable advance notification of the employee's immediate supervisor. Such employee may have two (2) days off each year for this purpose without any deduction from pay or reduction in the number of days with pay in his/her next vacation.

ARTICLE 21. SAFETY

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.

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.
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.

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 his/her 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.

ARTICLE 22. EDUCATION AND TRAINING

A. Orientation and New Staff Training

1. Each new bargaining unit member will be provided an orientation session within his/her 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.

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.

B. Training

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.

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.

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.

4. Associate staff may, at their option, have documentation of their training, education and/or classes placed in their personnel files.
C. UniServ Staff Development Program

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

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

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

D. Education Incentives

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.

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:

   a. Submit to DHRM, with a copy to his/her manager/supervisor, a written statement stating the degree/certificate he/she is pursuing.

   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.

   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.

   d. Ensure that the education and/or training shall not interfere with the normal workday of the employee, unless authorized by the employer.

   e. Earn a grade of "C" or better, or "Pass" in a Pass/Fail System, for any education and/or training which is graded.

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 thousand dollars ($20,000.00) and shall not exceed two thousand dollars ($2,000.00) per bargaining unit member, per fiscal year.
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:

a. Submit to DHRM, with a copy to his/her manager/supervisor, a written statement identifying the class he/she is interested in taking. Said statement will indicate the manner in which the class will enhance the employee's skills and qualifications for the work.

b. Obtain prior approval for the class.

c. Ensure that the taking of such classes shall not interfere with the normal workday of the employee unless authorized by the employer.

d. Earn a grade of "C" or better, or "Pass" in a Pass/Fail System, for any such classes which are graded.

e. Ensure that such education and/or training is not otherwise offered by the Association.

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

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.
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.

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.

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.

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.

B. The Association shall provide release time for "at the table" negotiations between the Union and the Association, and Union negotiations team preparation thereof.

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

E. The Union shall give to the DHRM advance notice of not less than three (3) days of any Union meetings for which release time is requested. Such advance notice shall include identification of participants, the general purpose for which the meeting is being held and the general location of meeting(s). The DHRM will notify the immediate supervisor.

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:

A. By mutual consent, any of the provisions of this Agreement may be renegotiated at any time.

B. By mutual agreement, items not covered in this Agreement may be negotiated for inclusion at any time.

C. In the Association fiscal year 2009-10 and 2010-11, 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:

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;

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

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

A. Obligations of Employer

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.
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.

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.

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.

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.

B. Obligations of Employees

1. An employee shall perform services for the Association during the life of this Agreement in accordance with established requirements of the position.

2. An employee shall promote the current programs and goals of the Association.

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.

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:
a. Notify all employees immediately in the event of a strike that the strike is unauthorized and in violation of the Agreement;

b. State in writing to employees that the strike is in violation of the Agreement;

c. Make every reasonable effort to induce employees to cease such acts;

d. Publicly announce, if requested by the employer, that the strike is unauthorized and in violation of the Agreement; and

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.

C. Extraordinary Circumstances

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.

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

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.

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.

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.

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.

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.

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.

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.
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.

I. The Union shall have the right to use intra-office mail facilities and office mailboxes.

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.

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

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.

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.
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.

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

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.

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

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.

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

A. Supervisory Employees

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.


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).

B. Confidential Assistants

1. The employer may designate a maximum of sixteen (16) positions as confidential effective September 1, 2006.

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).


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:

A. Each party shall select its own representatives to this process.
B. No rights under the NLRA shall be waived.

C. No adverse employment action shall be taken against any bargaining unit member because of his/her participation in this process.

D. Shared planning under this Article shall not involve monitoring, reviewing work performance or ability, supervising, hiring, firing, disciplining or transferring employees.

E. Participation by the parties in this process shall be voluntary.

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

1. 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.

2. 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.

3. Upon implementation or, if feasible, prior to implementation of any technological change, the employer shall provide training to employees.
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II. Staff Development Plan:

Key knowledge, experience, and skill areas that will enhance professional growth:

Specific training or growth experiences:

Timelines and/or time frames for completion:
III. Employee Comments:

IV. Reviewer Comments:

V. Employee Acknowledgment: I have reviewed this document and discussed the contents with my Manager/Supervisor. My signature means that I have been advised of my performance status and does not necessarily imply that I agree with the performance review.

_________________________________________  __________________________
Employee Signature                           Date

_________________________________________  __________________________
Reviewer Signature                           Date

VI. Is there a request for review of the Performance Review and Development Plan by the next higher level of supervision? (To be completed by employee.)

Yes ________ No ________
CALIFORNIA TEACHERS ASSOCIATION

CALIFORNIA ASSOCIATE STAFF PERFORMANCE REVIEW AND DEVELOPMENT PLAN

Job Knowledge: Demonstrates competency in the skills and knowledge required to perform day-to-day functions, learns and applies new skills, works within the normal scope of supervision, displays a good understanding of how the job relates to other jobs, and effectively uses the resources and tools that are available.

Problem Solving: Identifies problem situations within appropriate time frames, develops solutions to problems, resolves or minimizes problems before they grow into larger issues, and participates in group problem solving situations. Makes timely and sound decisions.

Interpersonal Skills: Establishes and maintains good working relations, exhibits tact and consideration, has a positive and pleasant manner, assists co-workers, is cooperative in group situations, and helps resolve conflicts.

Dependability: Responds promptly to requests for service and assistance, follows instructions and responds to management directions, assumes responsibility for personal actions and outcomes, keeps commitments without delay or follow-up.

Communication: Listens and comprehends well. Keeps others adequately informed, selects appropriate methods of communication, and displays effective oral and written communications skills.

Teamwork: Interacts effectively with team members. Demonstrates objectivity and openness to the views of others, gives constructive feedback to and accepts it from team members, contributes to building a positive team spirit and puts the success of the team above personal interests.

Quality of Work Product: Displays commitment to produce the best possible work product and looks for ways to improve quality, applies feedback to improve performance, and ensures that work is accurate and complete.
APPENDIX A-1

CALIFORNIA TEACHERS ASSOCIATION
45 CALENDAR DAY CORRECTION PERIOD NOTICE
ASSOCIATE STAFF

This form is to be completed by the employee's immediate supervisor. The supervisor will review this form with the employee and his/her CAS representative at the onset of the 45 calendar day correction period.

Employee Name:__________________________________________________________

Employee Title & Location:_______________________________________________

Supervisor:____________________________________________________________

1. Specific problems, deficiencies and/or areas needing improvement:

2. Steps suggested for improvement:

3. Assistance to be provided by immediate supervisor:
4. Is there a request for review of this notice by the next higher level of supervision?  
   (To be completed by the employee.)

   Yes _____    No _____

5. Comments by the employee:

It is understood that the supervisor and employee will meet on a biweekly basis in order to help the employee improve and overcome the issue(s) listed in Section 1., above.

The 45 calendar day correction period ends on ______________________

_________________________  __________________________
Employee's Signature       Supervisor's Signature

Date: ______________________  Date: ______________________
APPENDIX B

Date of Receipt Stamp

CTA/CAS

GRIEVANCE FORM

TO: ______________________________________, Immediate Supervisor (Level I)
    Manager, DHRM (Level II)

FROM: ____________________________________, CAS (Level II)
       ____________________________________, Grievant

RE: Level _____ Grievance

FILING DATE: ____________________________

Pursuant to Article 15 of the Agreement between the California Teachers Association
and the California Associate Staff, submission of this document constitutes declaration
that a grievance exists and a request to implement the grievance procedure.

STATEMENT OF GRIEVANCE: (Include specific contract articles and/or
statutes violated/misinterpreted/misapplied.)

REMEDY SOUGHT:

Level I cc: CAS Grievance Representative
           CAS Grievance Chairperson

Level II cc: CAS Grievance Chairperson
APPENDIX C

EXPEDITED
LABOR ARBITRATION RULES
OF THE
AMERICAN ARBITRATION ASSOCIATION

EXPEDITED LABOR ARBITRATION

In 1972, in response to the concern of parties over rising costs and delays in grievance arbitration, the Labor-Management Committee of the American Arbitration Association recommended the establishment of expedited procedures under which cases could be scheduled promptly and awards rendered no later than five days after the hearings. In return for giving up certain features of traditional labor arbitration, such as transcripts, briefs and extensive opinions, the parties utilizing simplified procedures can get quick decisions and realize certain cost savings.

These new expedited rules provide such a procedure for use in appropriate cases. Most leading labor arbitrators have indicated a willingness to offer their services under these rules, and the Association makes every effort to assign the best possible arbitrators with early available hearing dates. Since the establishment of these procedures, an ever increasing number of parties have taken advantage of them.

AMERICAN ARBITRATION ASSOCIATION EXPEDITED LABOR ARBITRATION RULES:

1. Agreement of the Parties. These rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtaining at the time the arbitration is initiated.

2. Appointment of Neutral Arbitrator. The AAA shall appoint a single neutral Arbitrator from its Panel of Labor Arbitrators, who shall hear and determine the case promptly.

3. Initiation of Expedited Arbitration Proceeding. Cases may be initiated by joint submission in writing, or in accordance with a collective bargaining agreement.
4. **Qualifications of Neutral Arbitrator.** No person shall serve as a neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective Arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that Arbitrator or communicate the information to the parties.

5. **Vacancy.** The AAA is authorized to substitute another Arbitrator if a vacancy occurs or if an appointed Arbitrator is unable to serve promptly.

6. **Time and Place of Hearing.** The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.

7. **Representation by Counsel.** Any party may be represented at the hearing by counsel or other representative.

8. **Attendance at Hearings.** Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.

9. **Adjournments.** Hearings shall be adjourned by the Arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.

10. **Oaths.** Before proceeding with the first hearing, the Arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.

11. **No Stenographic Record.** There shall be no stenographic record of the proceedings.

12. **Proceedings.** The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing, within five days.

13. **Arbitration in the Absence of a Party.** The arbitration may proceed in the absence of a party who, after due notice, fails to be present. An Award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.

14. **Evidence.** The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
15. Evidence by Affidavit and Filing of Documents. The Arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.

16. Close of Hearings. The Arbitrator shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.

17. Waiver of Rules. Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state his/her objections thereto in writing shall be deemed to have waived his/her right to object.

18. Serving of Notices. Any papers or process necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or for the entry of judgment on an Award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these rules.

19. Time of Award. The Award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, not later than five (5) business days from the date of the closing of the hearing.

20. Form of Award. The Award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

21. Delivery of Award to Parties. Parties shall accept as a legal delivery of the Award the placing of the Award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the Award, or the filing of the Award in any manner which may be prescribed by law.

22. Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses.

23. Interpretation and Application of Rules. The Arbitrator shall interpret and apply these rules insofar as they relate to his/her power and duties. All other rules shall be interpreted and applied by the AAA, as Administrator.
AMERICAN ARBITRATION ASSOCIATION, ADMINISTRATOR

VOLUNTARY LABOR ARBITRATION RULES

DEMAND FOR ARBITRATION

Date: _________________

TO:  (Name) ______________________________

(Party upon whom the Demand is made)

(Address) ______________________________

(City & State) ___________________________

The undersigned, a party to an Arbitration Agreement contained in a written contract, dated _________________, which Agreement provides as follows: (Quote Arbitration Clause)

hereby demands arbitration thereunder.

NATURE OF DISPUTE:

REMEDY SOUGHT:

You are hereby notified that copies of our Arbitration Agreement and of this Demand are being filed with the American Arbitration Association at its _________________ Regional Office, with the request that it commence the administration of the arbitration.

Signed: _______________________________

Title: _______________________________

Address: ______________________________

City & State: ___________________________

Telephone: _____________________________

To institute proceedings, please send three copies of this Demand and the Arbitration Agreement, with the administrative fee, as provided in Section 43 of the rules.
AMERICAN ARBITRATION ASSOCIATION

SUBMISSION TO ARBITRATION

Date: __________________

The named Parties hereby submit the following dispute to arbitration under the VOLUNTARY LABOR ARBITRATION RULES of the American Arbitration Association.

We agree that we will abide by and perform any Award rendered hereunder and that a judgment may be entered upon the Award.

Employer: ____________________________________________

Signed by: ____________________ Title: ________________

Address: ____________________________________________

City & State: __________________________________________

Union: ________________________ Local: ________________

Signed by: ____________________ Title: ________________

Address: ____________________________________________

City & State: __________________________________________

PLEASE FILE TWO COPIES
## APPENDIX D

### Associate Staff Salary Schedule
**September 1, 2009**
**Base = 1.00**

### Monthly Schedule

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* Longevity pay is different from salary schedule steps. Longevity pay applies when reaching an anniversary date in a fiscal year of six (6) years or more of CTA service. Prior service in a CTA affiliate does not apply.
### Monthly Schedule

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<td>4771</td>
</tr>
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</table>

* Longevity pay is different from salary schedule steps. Longevity pay applies when reaching an anniversary date in a fiscal year of six (6) years or more of CTA service. Prior service in a CTA affiliate does not apply.
### Monthly Schedule

<table>
<thead>
<tr>
<th>Steps</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<tr>
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<td>6404</td>
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<table>
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<tr>
<th>Years of Service</th>
<th>Step 5 + Longevity*</th>
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<tr>
<td>6</td>
<td>4541 4779 4994 5276 5555 6172 6479</td>
</tr>
<tr>
<td>10</td>
<td>4591 4829 5044 5326 5605 6222 6529</td>
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<td>15</td>
<td>4641 4879 5094 5376 5655 6272 6579</td>
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<tr>
<td>20</td>
<td>4716 4954 5169 5451 5730 6347 6654</td>
</tr>
<tr>
<td>25</td>
<td>4766 5004 5219 5501 5780 6397 6704</td>
</tr>
<tr>
<td>30</td>
<td>4841 5079 5294 5576 5855 6472 6779</td>
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* Longevity pay is different from salary schedule steps. Longevity pay applies when reaching an anniversary date in a fiscal year of six (6) years or more of CTA service. Prior service in a CTA affiliate does not apply.
## Appendix E

### Staff Positions Structure

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Building Assistant&lt;br&gt;Clerical Assistant&lt;br&gt;Receptionist&lt;br&gt;Switchboard Operator</td>
</tr>
<tr>
<td>B</td>
<td>Building Assistant III&lt;br&gt;Clerical Assistant III</td>
</tr>
<tr>
<td>C</td>
<td>Accounting Assistant II&lt;br&gt;Front Desk/Office Services Support&lt;br&gt;Human Resources Assistant&lt;br&gt;Office Services Assistant&lt;br&gt;Office Services Coordinating Assistant I&lt;br&gt;Secretary II</td>
</tr>
<tr>
<td>D</td>
<td>Accountant I&lt;br&gt;Accounting Assistant III&lt;br&gt;Governmental Relations Office Services Coordinating Assistant&lt;br&gt;Headquarters Office Services Coordinating Assistant&lt;br&gt;Legal Associate I&lt;br&gt;Press Operator IV&lt;br&gt;Records Center Specialist&lt;br&gt;Reprographic Technician&lt;br&gt;Secretary III</td>
</tr>
<tr>
<td>E</td>
<td>Accountant II&lt;br&gt;Editorial Assistant&lt;br&gt;Field Services Specialist&lt;br&gt;Human Resources Analyst I&lt;br&gt;Legal Associate II&lt;br&gt;Legislative Assistant&lt;br&gt;Maintenance Technician&lt;br&gt;Research Assistant III&lt;br&gt;Secretary IV&lt;br&gt;Secretary to Department Manager</td>
</tr>
<tr>
<td>F</td>
<td>Accountant III&lt;br&gt;Business Systems Specialist&lt;br&gt;Conference Program Specialist&lt;br&gt;Field Support Specialist&lt;br&gt;Governance Program Specialist&lt;br&gt;Governmental Relations Specialist&lt;br&gt;Human Resources Specialist&lt;br&gt;IPD Specialist&lt;br&gt;Legal Associate III&lt;br&gt;Legislative Relations Specialist&lt;br&gt;Member Benefits Analyst&lt;br&gt;Membership Specialist&lt;br&gt;Multimedia Support Specialist&lt;br&gt;NODD Program Specialist&lt;br&gt;Office Services Specialist&lt;br&gt;Property Management Assistant&lt;br&gt;Publications Support Specialist&lt;br&gt;Purchasing Specialist&lt;br&gt;Regional Administrative Assistant&lt;br&gt;Research Assistant IV&lt;br&gt;Secretary V&lt;br&gt;Technical Support Specialist</td>
</tr>
<tr>
<td>G</td>
<td>Accounting Specialist&lt;br&gt;Conference Program Specialist II&lt;br&gt;Divisional Assistant&lt;br&gt;Information Center Analyst&lt;br&gt;Human Resources Generalist&lt;br&gt;Member Benefits Analyst II&lt;br&gt;Membership Specialist II&lt;br&gt;Office Services Coordinating Assistant II&lt;br&gt;Purchasing Specialist II&lt;br&gt;Research Specialist&lt;br&gt;Website Editorial Assistant</td>
</tr>
</tbody>
</table>
**APPENDIX F**

"**VOLUNTARY EARLY RETIREMENT INCENTIVE**" **FACTORS**

The factors listed below apply to the calculation of Retirement Pension Plan annuities of employees retiring between the ages of 50 years and 55 years old. These factors actuarially reduce the amount of such employees' Retirement Incentive Benefit annuity payments to an amount equivalent to that which would have been paid as an Unreduced Retirement Benefit had their age at retirement been 55 years of age or older.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage of Age 55 Benefit</th>
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<tbody>
<tr>
<td>Age Retirement Incentive Benefit Commences</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>66%</td>
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<tr>
<td>51</td>
<td>72%</td>
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<tr>
<td>52</td>
<td>73%</td>
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<td>53</td>
<td>85%</td>
</tr>
<tr>
<td>54</td>
<td>92%</td>
</tr>
<tr>
<td>55</td>
<td>100%</td>
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</tbody>
</table>
ADMINISTRATION OF THE CTA STAFF RETIREMENT PLAN

(BRIDGE AGREEMENT ON:)

A. RETIREMENT PENSION ANNUITY BENEFITS

1. Formation and Designation of a Successor Trust

1.1 The California Teachers Association ("the Association" or "CTA"), the California Staff Organization ("CSO"), and the California Associate Staff ("CAS"), as Trust Settlers and Plan Sponsors, hereby create an express joint trust to succeed the CTA Staff Retirement Trust in administering the CTA Retirement Plan's Pension Benefits. The express joint trust shall:

a. Be designated as the California Teachers Association Employees' Retirement Benefits Trust (hereinafter "the Retirement Benefits Trust").

b. Be formed and operated as a trust which is tax-exempt under Internal Revenue Code section 501(a), as amended. [26 U.S.C. § 501(a)].

c. Be formed and operated as a Taft-Hartley joint labor-management trust, pursuant to section 302 of the National Labor Relations Act ("NLRA"), as amended. [29 U.S.C. § 186(c)(5)].

d. Be formed and operated as a "multiemployer plan" trust, within the meaning of ERISA section 4001 (a)(3), as amended. [29 U.S.C. § 1310(a)(3)].

e. Be formed and operated pursuant to the amended terms of the collective bargaining agreements between the Settlers: i.e., "An Agreement between the California Teachers Association and the California Staff Organization" (1 Sept. 1998 to 31 Aug. 2000) (hereinafter the "CSO Agreement") and "An Agreement between the California Teachers Association and the California Associate Staff" (1 Sept. 1996 through 31 Aug. 1999) (hereinafter the "CAS Agreement").

f. Be directed by a board of trustees, who shall be named by the Settlers no later than 10 November 1998.
1.2 The Trust Settlers and Plan Sponsors hereby direct their respective Trustees to take all action necessary to merge the CTA Staff Retirement Trust with and into the CTA Employees' Retirement Benefits Trust to form a single express joint trust, including but not limited to the following:

a. The CTA Staff Retirement Trust to authorize the Trust Actuary to conduct a current actuarial valuation of the assets and liabilities of each plan of benefits administered by the CTA Staff Retirement Trust. The Trust Actuary shall complete all actuarial valuations no later than 1 September 1998 and shall deliver said valuations to the Settlers and the Trustees no later than 30 September 1998.

b. The CTA Staff Retirement Trust to freeze the plan of benefits it administers pursuant to the CTA Staff Retirement Plan. The Trustees shall freeze all plans of benefits no later than 31 December 1998.

c. The CTA Staff Retirement Trust to take all action necessary to merge into and with or consolidate with the Retirement Benefits Trust and to transfer its assets and liabilities to the Retirement Benefits Trust, pursuant to article IX, section D of the “Trust Agreement of the California Teachers Association Staff Retirement Plan” and sections 9.1.2 and 9.3 of the “California Teachers Association Staff Retirement Plan” document (hereinafter “the Retirement Plan Restatement”), as restated on 3 September 1997. The Trustees shall merge the two Trusts and transfer assets and liabilities to the Retirement Benefits Trust no later than 1 January 1999.

d. The Retirement Benefits Trust to take all action necessary to assume the assets and liabilities of the CTA Staff Retirement Trust and to effect a merger of both the CTA Staff Retirement Trust and its plan of benefits. The Trustees shall: merge the Retirement Benefits Trust into or with the CTA Staff Retirement Trust; merge the CTA Staff Retirement Trust's plan of benefits with its own; and accept the CTA Staff Retirement Trust's assets and liabilities, no later than 1 January 1999.

e. The Retirement Benefits Trust to administer the plan of benefits currently administered by the CTA Staff Retirement Trust, pursuant to the CTA Staff Retirement Plan and the Retirement Plan Restatement.

f. The Retirement Benefits Trust to assume all authority to direct the administration of Retirement Pension Benefits, pursuant to and consistent with the CTA Staff Retirement Plan.
g. The CTA Staff Retirement Trust to authorize its Trust Counsel to notify the Pension Benefits Guaranty Corporation ("PBGC") of the merger between the CTA Staff Retirement Trust and the Retirement Benefit Trust, prior to the date such merger is reported on the Trust's Form 5500 filing, if and within the time period required by applicable law.

h. The CTA Staff Retirement Trust shall transfer ownership of all records of the Trust to the Retirement Benefits Trust and authorize the Trust Administrator to obtain and transfer the custody of such records from and/or to notice the transfer of title to such records to the following:

(A) Associated Third Party Administrators;

(B) Buck Consulting;

(C) William M. Mercer, Inc.;

(D) Orrick, Herrington & Sutcliffe LLP;

(E) Salzman & Johnson; and

(F) Any other current or former consultants, auditors, third party administrators, investment advisors, investment managers, custodial banking institutions, and/or any others who may hold the records of the CTA Staff Retirement Trust.

The CTA Staff Retirement Trust shall effect the transfer of ownership of all such records to the Retirement Benefits Trust no later than 1 January 1999.

i. The Retirement Benefits Trust to authorize the Trust Actuary to review the actuarial findings and recommendations of the CTA Staff Retirement Trust and advise the Trustees of the Retirement Benefits Trust, as appropriate. Trust Actuary shall review the actuarial findings and recommendations and advise the Trustees no later than 1 January 1999.

j. The Retirement Benefits Trust to authorize the Trust Accountant to review the financial records of the CTA Staff Retirement Trust and advise the Trustees of the Retirement Benefits Trust, as appropriate. Trust Accountant shall review the financial records and advise the Trustees no later than 1 November 1998.
k. The CTA Staff Retirement Trust to authorize its Trust Counsel, Actuary, and Plan Administrator to prepare a “Statement of Beneficiary Rights” for distribution to all Beneficiaries of the CTA Staff Retirement Plan, active and retired. The Statement shall inform Beneficiaries of the matters described in this Bridge Agreement and advise Beneficiaries of their rights as required by applicable law. The Actuary, Plan Administrator, and Trust Counsel shall draft and cause the “Statement of Beneficiary Rights” to be distributed no later than 1 January 1999.

l. The CTA Staff Retirement Trust to authorize its Trust Counsel, Actuary, and Plan Administrator to prepare a notice to Participating Employers of the merger and the terms of this Agreement, no later than 30 November 1998.

1.3 The merger of the Retirement Benefits Trust and the CTA Staff Retirement Trust shall comply with ERISA sections 4232(b) and 4234 and Internal Revenue Code section 414(l), as amended. [29 U.S.C. § 1412(b) and 26 U.S.C. § 414(l), respectively].

2. **Purpose of the Retirement Benefits Trust**

2.1 The purpose of the Retirement Benefits Trust shall be to:

a. Provide the Beneficiaries with the Retirement Pension Benefits described in the collective bargaining agreements among the Settlers and in the Retirement Plan Restatement.

b. Provide for a benefit delivery mechanism which, to the full extent permitted by law, will ensure that the contributions to the Retirement Benefits Trust and Retirement Pension Benefits it administers shall not be deemed to be wages and shall excluded from federal and state taxation, as tax deferred benefits.

c. Provide for an agency to administer Retirement Pension Benefits in the sole and exclusive benefit of the Beneficiaries, described herein.

d. Provide for an agency to administer Retirement Pension Benefits under the direction of the Trustees of the Retirement Benefits Trust.

e. Provide for an appropriate, flexible trust and/or plan structure and governing regulations in order to offer opportunities and incentives to cover all employers in the CTA “employment family,” including all currently non-participating CTA affiliated employers.
f. Provide for an appropriate, flexible trust and/or plan structure and
governing regulations to accommodate changes in the employer
structure and number of covered employees employed by
Participating Employers in the CTA “employment family,” as may
result from future employment trends, staffing demands, and the
merger and/or reorganization of the Participating Employers.

g. Provide for and/or enhance plan uniformity and portability for
employees in the CTA “employment family.”

h. Facilitate improvement and updating of existing trust and plan
documents.

2.2 The Retirement Benefits Trust shall be formed and operated as a
“multiemployer plan” trust in order to:

a. Maximize the opportunity for Trustees representation by all
Participating Employers and the exclusive representatives of their
employees.

b. Seek to ensure that Participating Employers seeking to terminate
participation do not adversely affect the financing of Retirement
Pension Benefits by securing the protection of the multiemployer
rules pursuant to ERISA section 4211 and Internal Revenue Code
412(b)(7)].

c. Provide for relief from the 90% “Current Liability Funded Percentage”
and “Additional Minimum Contribution” requirements imposed on
multiple employer plans by the RPA of 1994. [26 U.S.C. §§ 412(a),
412(l)].

d. Provide relief from the higher PBGC premium rates applicable to
multiple employer plans under ERISA section 4006.

e. Provide for early relief from combined plan Maximum Benefit
Limitation in Internal Revenue Code section 415(e), as amended.
[26 U.S.C. § 415(e)].

f. Permit the Trust Settlers to elect between “multiple employer” or
“multiemployer” plan status, pursuant to ERISA section 3 (37)(E), as
amended, an otherwise irrevocable election made in 1981 by the
original plan sponsor prior to the formation of the collectively
3. **Trust Corpus of the Retirement Benefits Trust**

3.1 The trust corpus of the Retirement Benefits Trust shall consist of the following:

a. Such funds as may be received from transfer of the assets of CTA Staff Retirement Trust to the Retirement Benefits Trust.

b. Contributions from the Association (and other Participating Employers) pursuant to Section 19.501 of the CSO Agreement and Article 18, Section E, Subsection 1 of the amended CAS Agreement.

c. Lump sum Unused Sick Leave Credit Contributions from the Association (and other Participating Employers), pursuant the Retirement Plan Restatement subsection 4.1.3.

d. Such Required Contributions from individual Members, pursuant to section 4.2 of the Retirement Plan Restatement, as may be mandated by an applicable collective bargaining agreement with a Participating Employer.

e. Return on investment from the assets of the Retirement Benefits Trust’s Fund.

f. Such other revenue as may accrue to the Retirement Benefits Trust.

3.2 The value of the corpus of the Retirement Benefits Trust shall be established follows:

a. Initially, the assets of the CTA Staff Retirement Trust shall be valued at their fair market value as of 31 December 1998.

b. Thereafter, the Retirement Benefits Trust shall utilize the “smoothing method” of asset valuation.

3.3 Regardless of any provision in section 9.2 of the Retirement Plan Restatement, no Settlers, Participating Employer, Beneficiary, nor any other person shall have any right, title, or interest in the Retirement Benefits Trust’s Fund, except as specially provided in the trust declarations of the CTA Staff Retirement Trust and/or the Retirement Benefits Trust. No part of the Retirement Benefits Trust’s Fund or the CTA Staff Retirement Trust’s Fund shall revert back to the Settlers, except to the limited extent provided in article III(F) of the CTA Staff Retirement Trust Agreement and section of 9.2 of the Retirement Plan Restatement.
4. **Benefits Administered by the Retirement Benefits Trust**

4.1 The existing plan of benefits administered by the CTA Staff Retirement Trust shall be frozen as of 31 December 1998.

4.2 All accrued Benefits currently administered through the CTA Staff Retirement Trust shall be maintained by the Retirement Benefits Trust without any reduction in benefits.

4.3 On 1 January 1999 and thereafter, for the sole and exclusive benefit of all eligible Beneficiaries, the Retirement Benefits Trust shall administer the plan of benefits established in:

   a. Subsection 19.3 of the amended CSO Agreement and Article 18, Section C, of the amended CAS Agreement.

   b. Sections 6 through 8 and 11 through 14, inclusive, of the Retirement Plan Restatement.

   c. Such additional terms, consistent with the CTA Staff Retirement Plan, as may be established in a Participation Agreement among the Retirement Benefits Trust, a Participating Employer, and the exclusive representative of its employees.

5. **Direction of the Retirement Benefits Trust**

5.1 The Retirement Benefits Trust shall be controlled, directed, and managed by, and under the general supervision of, a Board of Trustees, acting as the named fiduciary under section 402(a)(1) of ERISA, as amended. [29 U.S.C. § 1102(a)].

5.2 The Board of Trustees shall consist of Trustees representing Participating Employers and Trustees representing employees covered by the CTA Staff Retirement Plan.

   a. As governing body of the state-wide organization, the Association shall represent Participating Employers. Consistent with subsection c, infra, the Association shall appoint four (4) Trustees, pursuant to such policies as it may establish for the selection and appointment of representative trustees. The Trustees appointed by Association shall be referred to as the "Employer Trustees."

   b. As the current exclusive representatives of the employees of CTA and other Participating Employers, CAS and CSO shall represent the employees of the Participating Employers. The employees of the Participating Employers shall be entitled to six (6) Trustees.
Consistent with subsection c, *infra*, CSO shall appoint three (3) Trustees and CAS shall appoint three (3) Trustees. The Trustees appointed by the exclusive representative(s) of the employees shall be referred to as the "Union Trustees." Union Trustees shall be appointed pursuant to such policies as each appointing exclusive representative may establish for the selection an appointment of representative trustees. In the event of a merger of the exclusive representatives of employees covered by the CTA Staff Retirement Plan, the successor exclusive representative(s) shall remain entitled to a total of six (6) representative Trustees, consistent with subsection c, *infra*.

c. The allocation and selection of both Employer and Union Trustees shall comply with sections 302(c)(5) and section 101(a)(1) of the NLRA and LMRDA, as amended. [29 U.S.C. §§ 186(c)(5) and 411(a)(1), respectively].

d. No person, who served as a deliberating Trustee on the CTA Staff Retirement Trust during the period from 1 January 1998 through 31 December 1998, shall be appointed to serve as one of the initial Trustees on the Retirement Benefits Trust, referred to in paragraphs a or b, *above*.

5.3 Trustees shall serve on the Board of Trustees from the date of their initial appointment to the Board of Trustees by the Union or the Employer until such time as the Union(s) and/or the Employer remove them from the Board of Trustees.

5.4 Trustees shall serve without compensation from the Trust. Trustees shall be entitled to reimbursement for their reasonable business expenses incurred while on Trust business.

5.5 The Board of Trustees shall act as follows:

a. The business of the Retirement Benefits Trust shall be conducted by the Board of Trustees. The Board of Trustees shall act only by the vote or written consent of the Trustees. All Trustees shall have equal authority to participate in the Retirement Benefits Trust's control, direction, and management, including but not limited to, membership on committees, conducting of the business of Retirement Benefits Trust’s business through the introduction and seconding of motions, and monitoring the implementation of the Plan.

b. All decisions of the Board of Trustees shall based on a “unit vote,” with a single vote cast by the Employer Trustees and a single vote cast by the Union Trustees. Collectively, the Employer Trustees shall
have voting and all other powers equal to the Union Trustees. In the event of a deadlock vote between the Employer and the Union Trustees, the matter in dispute shall be submitted to arbitration.

c. The Board of Trustees may designate one of its Union Trustees and one of its Employer Trustees to transmit its instructions to the Trustees or to take other action not requiring the exercise of discretion.

d. The Board of Trustees shall select its own chair. The chair shall alternate, for successive periods of one year, between a Union Trustee and an Employer Trustee.

e. Upon notice, the Board of Trustees may act without a meeting being called or held for routine matters and will keep such minutes and records as are necessary for the performance of its functions.

f. A quorum of at least four (4) Union Trustees and at least two (2) Employer Trustees shall be required for action to be taken at any Board of Trustees meeting.

g. Any Trustee may at any time be removed by the party appointing him/her with or without cause. In the event of the resignation, removal, or death of any Trustee, his/her successor shall, within thirty (30) days, be appointed by the party which designated the former Trustee.

h. No vacancy or vacancies in the offices of the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner herein provided to direct the Retirement Benefits Trust.

i. The Board of Trustees may establish, out of its own membership, such subcommittees as it desires to establish. Such subcommittees shall serve in an advisory capacity to the Board of Trustees and shall meet, vote, and act pursuant to rules and procedures established therefor by the Board of Trustees.

5.6 Whenever a Member terminates his/her employment with an Employer, and as required by section 209 of ERISA and regulations promulgated thereunder, the Board of Trustees shall report to such Member or his/her beneficiary such Member's accrued Benefits under the Plan and the percentage of such benefits which are vested.

5.7 The Board of Trustees shall provide written notice to any Member, former Member, or beneficiary whose claim for benefits under the Plan is being denied, setting forth the specific reasons for such denial, written in a
manner calculated to be understood by such person. The Board of Trustees shall adopt a procedure which complies with the requirements of section 503 of ERISA and regulations promulgated thereunder providing any Member, former Member, or beneficiary whose claim for benefits has been denied a full and fair review by the Board of Trustees of its decision. Such procedure shall afford the Member, former Member, or beneficiary an opportunity to review pertinent Plan documents and to submit issues and comments to the Board of Trustees in writing.

5.8 The Board of Trustees shall appoint from its members an investment committee, the duties of which shall be to recommend investment policy guidelines to the Board of Trustees, and to review the portfolio of investments held in the Trust Fund created under the terms of the Trust Declaration, described herein.

5.9 In the event that the Union and the Employer Trustees are unable to agree upon a matter in connection with the operation and direction of the Retirement Benefits Trust, they shall resolve the disputed matter through arbitration.

a. The Board of Trustees shall select an arbitrator appointed by the American Arbitration Association (AAA) who is familiar with matters relating to retirement and welfare trust plans.

b. The arbitration shall be conducted under the AAA’s Impartial Umpire Rules for Arbitration of Impasses between Trustees of Joint Employee Benefit Trust Funds.

c. The arbitrator shall have no power to alter, amend, add to, or take away from any of the terms of the Trust Declarations, the Plan, and/or any collective bargaining agreement.

d. The costs of arbitration, including the reasonable attorneys' fees of the Union and Employer Trustees, shall be paid out of the Trust Fund.

6. **Authority of the Retirement Benefits Trust's Trustees**

6.1 The Board of Trustees shall have the power to take all actions necessary to achieve the purpose of the Retirement Benefits Trust.

6.2 Consistent with this Agreement and the "Agreement and Declaration of Trust Establishing the CTA Employee’s Retirement Trust" (hereinafter the "Trust Declaration"), the Board of Trustees shall be designated the Plan Administrator and shall have the sole and final authority to:
a. Control, direct, manage, and exercise general supervision over the operation and administration of the Retirement Benefits Trust.

b. Conclusively interpret the terms of the Trust Declaration, the Retirement Plan Restatement, and such other plans of benefits or policies as the Retirement Benefits Trust may administer.

c. Conclusively decide questions or disputes regarding employer participation eligibility, Beneficiary eligibility, Benefit entitlement, compliance with Contribution requirements, Participating Employer withdrawal or Termination Liability Charges, and/or such other questions as may arise under the Trust Declaration, the Retirement Plan Restatement, and such other plans of benefits or policies the Retirement Benefits Trust may administer.

d. Direct the Retirement Benefits Trust so as to preserve its assets and make them productive under the circumstances and in furtherance of the purpose of the Retirement Benefits Trust, including but not limited to, determining matters related to: the amount of reserves to be maintained; the collection of contributions; and the investment of Trust assets.

e. Contract for services with: third party administrators; and consultants in accounting, claims auditing, financial, fund management, investment, and/or legal matters.

f. Exercise all discretionary authority not expressly delegated by the Board of Trustees.

7. **Drafting of the Retirement Benefits Trust Declaration**

All the terms and conditions governing: payment of advances made on behalf of the Retirement Benefits Trust; obligations to Beneficiaries; participation in and Contributions to; direction and general supervision of; merger with the CTA Staff Retirement Benefits Trust; and future amendment, merger, and termination of the Benefits Trust shall be set forth in an “Agreement and Declaration of Trust Establishing the CTA Employee’s Retirement Trust” (referred to herein as the “Trust Declaration”).

7.1 The Settlers shall take all actions necessary to form the express joint trust and name its trustees, as described herein.

7.2 The Settlers shall authorize the Trust Counsel for the CTA Staff Retirement Trust to draft a proposed Trust Declaration and shall direct their respective Trustees on the Retirement Benefits Trust to pay the reasonable fees and disbursements of such counsel’s professional
services in drafting a Trust Declaration. Such Trust Declaration shall be presented for the review and approval of each Settlor no later than 1 September 1998. The Settlors shall direct their respective legal counsel to assist in the drafting and review of the draft Trust Declaration, as may be necessary. Such Trust Declaration shall be modeled on the CTA active employee Medical Benefit Plan’s “Declaration of Trust and Agreement Establishing the California Teachers Association Employees’ Health and Welfare Trust.” It shall effect the intent of the parties and the terms of this Agreement.

7.3 The cost of forming the Retirement Benefits Trust shall be “advanced” by the Association. Thereafter, the Retirement Benefits Trust shall reimburse the Association the expenses incurred in its formation.

7.4 The creation of the express joint trust described herein shall not take effect until such time as each Settlor has reviewed and approved the proposed Trust Declaration, described in Section 7.2, above.

7.5 Upon approval by all Settlors, the Trust Declaration, described in Section 7.2, above, shall be binding.

B. Retirement Medical Benefits

1. **Designation of the Successor Trust to Administer Retirement Medical Benefits**

1.1 The California Teachers Association (the “Association” or “CTA”), the California Staff Organization (“CSO”), and the California Associate Staff (“CAS”), as Trust Settlors and Plan Sponsors, hereby direct the Trustees of the CTA Staff Retiree Medical Trust to immediately adopt and implement a “direct attribution” termination liability policy, applicable to all Participating Employers, so as to hold the CTA Staff Retiree Medical Trust Fund harmless financially and ensure that an employer’s termination or suspension of Participation results in no additional cost or expense to the Trust.

1.2 The California Teachers Association (the “Association” or “CTA”), the California Staff Organization (“CSO”), and the California Associate Staff (“CAS”), as Trust Settlors and Plan Sponsors, hereby merge the CTA Staff Retiree Medical Trust with and into the CTA Employees’ Health and Welfare Benefits Trust, the successor administrator of the CTA Staff Retirement Plan’s Retirement Medical Benefits.
1.3 The Trust Settlors and Plan Sponsors hereby agree that no person shall serve simultaneously as deliberating Trustees on both the CTA Staff Retiree Medical Trust and the CTA Employees' Health and Welfare Benefits Trust, after 30 October 1998.

1.4 The Trust Settlors and Plan Sponsors hereby direct their respective Trustees to take all action necessary to merge the CTA Staff Retiree Medical Trust with and into the CTA Employees' Health and Welfare Benefits Trust to form a single express joint trust for the administration of both active employee and retiree medical benefits, including but not limited to the following:

a. The CTA Staff Retiree Medical Trust to authorize the Trust Actuary to conduct a current actuarial valuation of the assets and liabilities of the CTA Staff Retiree Medical Trust. The Trust Actuary shall complete all actuarial valuations no later than 1 September 1998 and shall deliver said valuations to the Settlors and the Trustees no later than 30 September 1998.

b. The CTA Staff Retiree Medical Trust to freeze the plan of benefits it administers pursuant to the CTA Staff Retirement Plan. The Trustees shall freeze all plans of benefits no later than 31 December 1998.

c. The CTA Staff Retiree Medical Trust to take all action necessary to merge into and with the CTA Employees' Health and Welfare Benefits Trust, including but not limited to: (1) Freezing the Plan of Retirement Medical Benefits; (2) Making a determination regarding whether to transfer the liabilities and assets from the CTA Staff Retiree Medical Trust to the CTA Employees' Health and Welfare Benefits Trust in order to ensure continuation of Retirement Medical Benefits on the same terms and conditions as were in force on 9 June 1998; and (3) Making a determination regarding whether to effect a merger of the CTA Employees' Health and Welfare Benefits Trust, pursuant to article IX, paragraph D of the "California Teachers Association Staff Retiree Medical Trust Agreement." The Trustees shall take all necessary steps to merge into and with the CTA Employees' Health and Welfare Benefits Trust and with its plan of benefits and to transfer the CTA Staff Retiree Medical Trust's assets and liabilities to the CTA Employees' Health and Welfare Benefits Trust, no later than 1 January 1999.

d. The CTA Employees' Health and Welfare Benefits Trust to take all action necessary to: (1) Amend the Trust to permit administration of the Plan of Retirement Medical Benefits on the same terms and
conditions as were in force on 9 June 1998 under the CTA Staff Retiree Medical Trust; (2) Make a determination regarding whether to accept a transfer of assets from the CTA Staff Retiree Medical Trust in order administer a plan of Retirement Medical Benefits; and, (3) Make a determination regarding whether to effect a merger of the CTA Employees' Health and Welfare Benefits Trust into and with the CTA Staff Retiree Medical Trust and its plan of benefits, effective no later than 1 January 1999.

e. The CTA Employees' Health and Welfare Benefits Trust to administer the plan of benefits currently administered by the CTA Staff Retiree Medical Trust, pursuant to the CTA Employees' Health and Welfare Benefits Trust's applicable policies governing Participation and the provision of Benefits, plan of benefits, and summary plan descriptions, which were in force on 9 June 1998.

f. The CTA Employees' Health and Welfare Benefits Trust to assume all authority to direct the administration of Retirement Medical Benefits, pursuant to and consistent with the CTA Staff Retiree Medical Benefit Plan.

g. The CTA Staff Retiree Medical Trust shall transfer ownership of all records of the Trust to the CTA Employees' Health and Welfare Benefits Trust and authorize the Trust Administrator to obtain and transfer the custody of such records from and/or to notice the transfer of title to such records to the following:

(A) Associated Third Party Administrators;
(B) Buck Consulting;
(C) William M. Mercer, Inc.;
(D) Orrick, Herrington & Sutcliffe LLP;
(E) Salzman & Johnson; and
(F) Any other current or former consultants, auditors, third party administrators, investment advisors, investment managers, custodial banking institutions, and/or any others who may hold the records of the CTA Staff Retiree Medical Trust.

The CTA Staff Retiree Medical Trust shall effect the transfer of ownership of all such records to the CTA Employees' Health and Welfare Benefits Trust no later than 1 January 1999.
h. The CTA Employees' Health and Welfare Benefits Trust to authorize the Trust Actuary to review the actuarial findings and recommendations of the CTA Staff Retiree Medical Trust and advise the Trustees of the CTA Employees' Health and Welfare Benefits Trust, as appropriate. Trust Actuary shall review the actuarial findings and recommendations and advise the Trustees no later than 30 November 1998.

i. The CTA Employees' Health and Welfare Benefits Trust to authorize the Trust's independent Auditor to review the financial records of the CTA Staff Retiree Medical Trust and advise the Trustees of the CTA Employees' Health and Welfare Benefits Trust, as appropriate. The Trust's independent Auditor shall review the financial records and advise the Trustees no later than 30 November 1998.

j. The CTA Employees' Health and Welfare Benefits Trust to authorize its Trust Counsel, Actuary, and Plan Administrator to prepare a “Statement of Beneficiary Rights” for distribution to all Beneficiaries of the CTA Employees' Health and Welfare Benefits Trust, active and retired. The Statement shall inform Beneficiaries of the matters described in this Bridge Agreement and advise Beneficiaries of their rights as required by applicable law. The Actuary, Plan Administrator, and Trust Counsel shall draft and cause the “Statement of Beneficiary Rights” to be distributed no later than 31 January 1999.

k. The CTA Staff Retirement Trust to authorize its Trust Counsel, Actuary, and Plan Administrator to prepare a notice to Participating Employers of the merger and the terms of this Agreement, no later than 30 November 1998.

2. **Purpose of the Trust Merger**

2.1 The purpose of the merger of the CTA Retiree Medical Benefits Trust and the CTA Employees' Health and Welfare Benefits Trust shall be to:

a. Provide a more effective and economical administration of Retirement Medical Benefits.

b. Provide for improved valuation of the actuarial cost of providing Retirement Medical Benefits.

c. Provide the Beneficiaries with the Retirement Medical Benefits described in the amended collective bargaining agreements among the Settlors.
3. **Trust Corpus of the Medical Trusts**

3.1 The trust corpus of the CTA Employees’ Health and Welfare Benefits Trust shall consist of the following:

a. The current assets of the CTA Employees’ Health and Welfare Benefits Trust.

b. Contributions from the Association (and other Participating Employers) pursuant to Section 19.501 of the CSO Agreement and Article 18, Section E, Subsection 1 of the amended CAS Agreement.

c. Such assets as may be received from transfer of the assets of CTA Staff Retiree Medical Trust to the CTA Employees’ Health and Welfare Benefits Trust.

d. Return on investment from the assets of the CTA Employees’ Health and Welfare Benefits Trust’s Fund.

e. Such other revenue as may accrue to the CTA Employees’ Health and Welfare Benefits Trust.

3.2 The assets, liabilities, and the net assets (the Statements of Benefit Obligations and Net Assets Available for Benefits) and the income and expenditures (the Statements of Changes in Net Assets Available for Benefits) of CTA Employees’ Health and Welfare Benefits Trust Fund held for the provision of Retirement Medical Benefits shall be accounted for separately from those held for the provision of other Benefits administered by the CTA Employees’ Health and Welfare Benefits Trust.

3.3 No Settlers, Participating Employer, Beneficiary, nor any other person shall have any right, title, or interest in the CTA Staff Retiree Medical Benefits Trust’s Fund, except as specifically provided in the trust declarations of the CTA Staff Retiree Medical Trust and/or the CTA Employees’ Health and Welfare Benefits Trust. No part of the CTA Employees’ Health and Welfare Benefits Trust’s Fund or the CTA Staff Retiree Medical Trust’s Fund shall revert back to the Settlers under any circumstances whatsoever.

4. **Benefits Provided Under the Medical Trust**

4.1 The existing plan of benefits of the CTA Staff Retiree Medical Trust shall be frozen as of 31 December 1998.
4.2 All Benefits as of 31 December 1998 administered through the CTA Staff Retiree Medical Trust shall be maintained by the CTA Employees’ Health and Welfare Benefits Trust on 1 January 1999.

4.3 On 1 January 1999 and thereafter, for the sole and exclusive benefit of all eligible Beneficiaries, the CTA Employees’ Health and Welfare Benefits Trust shall administer the plan of benefits established in:

a. Sections 19.401 of the CSO Agreement and Article 18, Section D, Subsection 1 of the amended CAS Agreement.

b. The CTA Employee’s Health and Welfare Benefits Trust’s applicable policies governing Participation and the provision of Benefits, plan of benefits, and summary plan descriptions.

c. Such additional terms, consistent with the Plan, as may be established in a Participation Agreement among the CTA Employees’ Health and Welfare Benefits Trust, a Participating Employer, and the exclusive representative of its employees.

5. **Merger of Trusts**

5.1 The Settlers shall direct their respective Trustees to authorize the Trust Counsel for the CTA Employees’ Health and Welfare Benefits Trust to propose such amendments to the “Trust Declaration Establishing the CTA Employees’ Health and Welfare Benefits Trust” as may be required to merge the two trusts. Such amendments shall be presented for the review and approval of each Settlor, no later than 30 November 1998. The Settlers shall direct their respective legal counsel to assist in the drafting and review of the draft Trust Declaration amendments, as may be necessary. Such amendments shall effect the intent of the parties and incorporate the terms of this Agreement.

5.2 The amendments to the Trust Declaration, described in Section 5.1, above, shall not take effect until such time as each Settlor has reviewed and approved the proposed amendments in their final form.

5.3 Upon approval by all Settlers, the amendments to the Trust Declaration, described in Section 5.1, above, shall be binding.
MONTHLY ALLOCATION OF ANNUAL LEAVE

Monthly allocation of annual leave shall accrue as follows:

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<th>0 - 2 Years</th>
<th>3 - 5 Years</th>
<th>6+ Years</th>
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10 15 23
PROCEDURE REGARDING ASSOCIATE STAFF EMPLOYEES' USE OF PERSONAL AUTOMOBILES FOR ASSOCIATION BUSINESS

The following definitions and procedures will be in force regarding bargaining unit employee use of personal automobiles on Association business:

I. Authorized Use of Personal Automobile

A. All associate staff, unless specifically and individually exempted by written notification, are authorized to use their personal automobiles for CTA business (see Section II), and shall be eligible for and entitled to expense reimbursement for such use as provided in the CTA/CAS collective bargaining agreement.

B. Any authorization pursuant to paragraph A., above, shall be applicable only for legitimate business use of personal automobiles, and shall not be applicable for any use of personal automobiles for purposes of (a) home-to-work or work-to-home commuter transportation, (b) personal errands of the employee, (c) personal errands on behalf of or at the request of any party, including any other CTA employee.

C. CTA management personnel and professional staff personnel are not authorized and have been directed not to request or assign any duties or activities to associate staff which are personal in nature and not for direct business purposes as defined.

II. Business Purposes for Which Personal Automobiles May Be Used

A. Continuing/Ongoing Purposes:

1. Mail pickup and delivery; postage meter errands.
2. Purchase/pickup of business and/or meeting supplies from stationers or other business suppliers or vendors.
3. Airport pickup or delivery of CTA staff or elected officials where applicable.
4. Legal filings and delivery of legal documents (Court, PERB, etc.).
5. Trips to the bank or other financial institutions for transactions involving CTA accounts.
6. Pickup or delivery of materials for printing or reproduction.
7. Pickup or delivery of CTA materials at airlines, bus, train or other freight delivery offices.
8. Delivery of CTA materials or publications to media outlets (newspapers, radio, television offices).
9. Delivery or pickup of CTA materials or communications to/from other CTA or local Chapter offices or to/from school sites or offices.
10. Trips on behalf of CTA to offices of other governmental agencies, such as County Registrars, licensing agencies, State Department of Public Education, legislative field offices, or municipal administrative offices.

B. Non-Continuing/Specific Incident Purposes:

1. Attendance at Service Center Council meetings, or at other meetings or conferences of CTA members.
2. Attendance at meetings of CTA members.
3. Attendance at training workshops, conferences, seminars or classes.
CALIFORNIA TEACHERS ASSOCIATION
POLICY STATEMENT ON
SEXUAL HARASSMENT

The California Teachers Association recognizes that sexual harassment is but another form of discrimination based on sex. Accordingly, it is just as undesirable as other forms of sex discrimination within the Association's work environment.

Even though the Association has made clear its adversary position with regard to sex discrimination as stated in the Association's Affirmative Action Program, this policy sets forth CTA's position on sexual harassment in particular.

The California Teachers Association forbids acts of sexual harassment, verbal or physical, in any form, by any person in its employ, or by any person within the bounds of its workplace. Sexually derogatory remarks are as offensive as racial, religious or ethnic slurs and are equally unwelcome. Also, it should be clearly understood that acceptance of sexual advances is not a condition of employment, advancement or access to training opportunities within the California Teachers Association.

Staff members found to be in violation of this policy shall be subject to appropriate disciplinary measures.
CALIFORNIA TEACHERS ASSOCIATION

EMPLOYEE COMPLAINT PROCEDURE
FOR CHARGES OF SEXUAL HARASSMENT AND/OR DISCRIMINATION
BASED ON
RACE, GENDER, RELIGION, AGE, NATIONAL ORIGIN/ANCESTRY,
MARITAL STATUS, MEDICAL CONDITION, VETERAN STATUS,
SEXUAL ORIENTATION, OR DISABILITY (INCLUDING AIDS
OR HIV-POSITIVE STATUS)

The California Teachers Association (CTA) has a firm policy against sexual harassment and all other forms of unlawful discrimination. CTA is committed to preventing sexual harassment or unlawful discrimination in its work environment.

In addition to other avenues of recourse an individual may choose, anyone who believes he/she has been sexually harassed or unlawfully discriminated against should report the incident(s) immediately. Charges of sexual harassment or unlawful discrimination should be lodged with the Manager of Human Resources Management or the Deputy Executive Director, according to the following procedure:

1. Written or oral complaints should be directed to an employee's immediate Manager or Supervisor, or to the Manager of Human Resources Management or the Deputy Executive Director. The complaint should include all relevant details of the incident(s), name(s) of the individual(s) involved and the name(s) of any witness(es). This complaint will serve as the basis for an investigation.

2. Managers and Supervisors will refer all complaints to the Manager of Human Resources Management or the Deputy Executive Director, who will initiate an investigation of the allegation(s). It is CTA’s intent that investigations proceed as quickly as possible. All parties to an investigation are expected to cooperate fully to assist in expediting the process.

3. If it is determined that sexual harassment or unlawful discrimination occurred, CTA will initiate appropriate remedial action. Any employee found to be responsible for sexual harassment or unlawful discrimination will be subject to appropriate disciplinary action, up to and including termination of employment.

4. Upon completion of the investigation, the complainant and the person(s) accused will be informed of the findings and, if warranted, the corrective course of action regarding the employee(s) responsible for the sexual harassment or unlawful discrimination.
5. CTA will not retaliate against any staff person for filing a complaint. Retaliation is a violation of CTA’s policy and should be reported immediately.

Questions regarding CTA’s policy on sexual harassment and/or discrimination, or the procedure for filing complaints, should be directed to the Manager of Human Resources Management.
APPENDIX J

INSURANCE BENEFITS

The health and welfare benefit categories and coverages listed and described herein may be modified at any time in accordance with the provisions set forth in the California Teachers Association Employees’ Health and Welfare Benefits Trust. This summary is not intended to be an inclusive enumeration of contractual entitlements, but a general description of the benefit coverages.

1. **Health Insurance**

   Provides benefits at the 100% level (with minimum co-payment) to cover medically necessary physician care, outpatient emergency care, mental or nervous disorders and substance abuse, accidental injury, major medical, and prescription drugs through either a health maintenance organization, or a panel of fee-for-service hospital medical providers.

2. **Dental Care**

   Provides benefits in the first year at 70% of covered fees for preventive, basic, crown and cast procedures. This percentage increases 10% each year, provided that the person has visited the dentist during that year, to a maximum of 100%.

3. **Vision Care**

   Provides benefits for standard eye examinations, glasses (2 pair), contact lenses and supplemental vision care for video display terminal users.

4. **Group Salary Protection Income**

   Provides benefits for short and long-term disabilities as provided by the CTA.

5. **Group Life Insurance**


6. **Psychiatric/Psychological Health**

   Provides benefits for licensed, professional and confidential counseling to resolve psychological problems.

7. **Accidental Death and Dismemberment**

   CTA Group Plan Policy No. 503034, underwritten by The Standard Insurance Company.
## APPENDIX K

### LIST OF ARBITRATORS

(Per Article 15, Section C.3.b.)

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<tr>
<th>NORTH</th>
<th>SOUTH</th>
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<tr>
<td>Charles Askin</td>
<td>Howard Block</td>
</tr>
<tr>
<td>Norman Brand</td>
<td>Mark Burstein</td>
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<tr>
<td>Barbara Bridgewater</td>
<td>Doug Collins</td>
</tr>
<tr>
<td>Thomas Christopher</td>
<td>Judy Gust</td>
</tr>
<tr>
<td>William Gould</td>
<td>Fredric Horowitz</td>
</tr>
<tr>
<td>John Kagel</td>
<td>Michael Prihar</td>
</tr>
<tr>
<td>Louella Nelson</td>
<td>Phil Tamoush</td>
</tr>
</tbody>
</table>
LETTER OF AGREEMENT

With respect to the Joint Employer-Employee Trust for Health and Welfare Benefits, the parties agree as follows:

1. *The funding provision contained in Contract Section 8.502.a refers to the following:
   a. The 2000-01 CTA contribution for health insurance is $930 per month.
   b. The 2000-01 health insurance premium is $825 per month.
   c. Therefore, the 2000-01 differential between contribution and premium is $105 per month which CTA shall continue to pay for the duration of this Agreement.

2. The parties agree to instuct their trustees to move to self-funding of the Blue Cross benefit program by the beginning of the 2002-03 plan year.

(*Correct reference for CAS Contract is Article 17.B.2)

For CALIFORNIA TEACHERS ASSOCIATION

[Signature]

Date: Nov. 3, 2001

For CALIFORNIA STAFF ORGANIZATION

[Signature]

Date: 09-14-01

For CALIFORNIA ASSOCIATE STAFF

[Signature]

Date: Nov 6, 2001
MEMORANDUM OF UNDERSTANDING
Between CTA and CAS/NSO
May 12, 2009

The parties agree to direct their respective Trustees in the CTA Employees’ Health and Welfare Benefits Trust to implement the Medco maintenance drug mail order incentive as previously discussed in the Trust.

FOR CTA:

[Signature]
Date: August 25, 2009

FOR CAS:

[Signature]
Date: 8-20-09
LETTER OF AGREEMENT

With respect to Retiree Medical Benefits eligibility, the parties agree as follows:

1. The following will be added to current contract language (CSO Article 19.403 (a), and CAS Article 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;

   Beginning August 31, 2012, 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;

2. The following will be deleted from current contract language (CSO Article 19.403 (e), and CAS Article 18.D.3.e).

   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

3. The following will be added to current contract language (CSO Article 19.404 (b), and CAS Article 18.D.4.b).

   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.

For CALIFORNIA TEACHERS ASSOCIATION

[Signature]

Date: August 25, 2009

For CALIFORNIA ASSOCIATE STAFF

[Signature]

Date: August 24, 2009

For CALIFORNIA STAFF ORGANIZATION

[Signature]

Date: August 21, 2009
CAS/CTA Contract 2009-2012

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