
Contract

Agreement
Between Adams
and Associates, Inc.
and Treasure
Island Job Corps
Workers' Union,
AFT Local 6319

~~December 14, 2010—May
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Article I. Recognition

- (a) Adams and Associates, Inc. (hereinafter “the Employer”) recognizes the Treasure Island Job Corps Workers’ Union, AFT Local 6319 (hereinafter “the Union”) as the exclusive collective bargaining representative with respect to wages, hours, and other terms and conditions of employment of all employees employed by the Employer at the Treasure Island Job Corps Center, California, excluding guards, managers, confidential employees, and supervisors as defined in the National Labor Relations Act.
- (b) Specifically included in the bargaining unit are all employees in the classifications in Appendix A. Inclusion or exclusion of employees in any classification not mentioned in this Agreement shall be subject to mutual agreement between the parties or a unit determination by the National Labor Relations Board (NLRB).

Article II. Definitions

2.01 Employer

- (a) “Employer” is defined as Adams and Associates, Inc., including its managers and supervisors.

2.02 Union

- (a) “Union” is defined as Treasure Island Job Corps Workers’ Union, AFT Local 6319, including its officers and staff.

2.03 Employee

- (a) “Employee” is defined as all bargaining unit employees, except as specified.

2.04 Day

- (a) “Day” is defined as a calendar day, except as specified.

2.05 Seniority

- (a) “Seniority” is defined as the number of paid hours of service in a classification, plus higher classifications. Employees who have been employed in more than one classification shall maintain seniority in all previously held classifications.
- (b) For the purposes of seniority, “classification” includes classifications used by Adams and Associates, Inc. and classifications used by previous center operators that are

substantially similar in duties to classifications used by Adams and Associates, Inc.

2.06 Service

- (a) "Service," "hours of service," and "length of service" include all time employed continuously by the Employer and previous center operators at the Treasure Island Job Corps Center.
- (b) Service shall be deemed continuous for breaks in service due to layoff of ninety (90) days or less.
- (c) New, rehired, or recalled employees shall be credited for all prior service with the Employer and previous center operators provided that no more than one (1) year has elapsed from the employee's last date of prior service to the employee's date of hire, rehire, or recall.

Article III. Union Security

3.01 Maintenance of Membership

- (a) All employees shall become and remain members of the Union ~~upon completion of their introductory period or~~ within thirty (30) days of their date of hire or the effective date of this Agreement, whichever is later. Membership as used herein shall mean only the obligation to pay periodic dues and initiation fees, or the employee's share of periodic dues and initiation fees related to representational costs.
- (b) An employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall, upon certification of the request by the Union, pay a sum equal to dues and initiation fees to one of the following charitable funds in lieu of paying dues:
 - (i) Boys & Girls Clubs of San Francisco (Treasure Island Clubhouse)
 - (ii) Dress for Success
 - (iii) Treasure Island Homeless Development Initiative

The employee shall provide proof of such payments to the Union as required by the Union as a condition of continued exemption from the requirement of paying dues. If the employee requests the Union to use the grievance procedure on the employee's behalf, the employee shall pay the Union for the cost of using such procedure.

3.02 Dues Deduction

- (a) The Employer will deduct from the pay of unit members, and pay to the Union, membership dues for the Union in an amount prescribed by the Union as ~~voluntarily~~ authorized by unit members subject to the following conditions:
- (i) Dues deductions shall be made upon submission by the unit member or the Union, to the Employer, of an authorization card provided by the Union duly completed by the unit member.
 - (ii) Employees who are dues paying members of the Union at the outset of this Agreement, or who become members during the term of this Agreement, shall be required to maintain membership until the expiration of this Agreement.
- (b) Deductions shall be collected per paycheck and forwarded to the Union by the fifteenth of each month following the month in which deductions were taken, along with a list of employees, including the employee's name, gross pay, and amount deducted for the month.
- (c) ~~Notwithstanding any of the above, if at any time the Employer receives dues authorization cards (signed and dated following the effective date of this Agreement) from more than fifty percent (50%) of all regular full-time and regular part-time employees, the Employer shall thereafter require all employees, as a condition of employment, to become and remain members of the Union, and to complete an authorization card for membership dues or fees, upon completion of their introductory period or within thirty (30) days of the date the fifty percent (50%) threshold is achieved, whichever is later. All employees shall, as a condition of employment, complete an authorization card for membership dues or fees within thirty (30) days of their date of hire or the effective date of this Agreement, whichever is later. The Employer shall give employees upon hire a dues authorization card provided by the Union.~~
- ~~(d) Following the effective date of this Agreement, the Union will notify employees in writing of the terms of this article.~~
- ~~(e)~~(d) _____ The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, causes of action, or other forms of liability that shall arise out of, or by reason of, action taken by the Employer for the purpose of complying with any of the provisions of this article, or in reliance on any authorization, revocation, list, notice or assignment furnished under these provisions.

Article IV. Union Rights

4.01 Shop Stewards and Officers

- (a) The Employer shall provide a reasonable amount of release time without loss of compensation to six (6) employees designated in writing by the Union as shop stewards and four (4) employees designated in writing by the Union as officers to attend grievance meetings, which may include a brief conference with the grievant immediately before and after the scheduled meeting time. Stewards and officers needing release time to attend grievance meetings must make advance arrangements with their supervisor. Such release time shall be taken so as to minimize interference with the performance of the steward's or officer's job responsibilities.
- (b) Shop stewards and officers are expected to conduct Union business other than attending grievance meetings before or after their normal work hours or during their meal hours or rest breaks.

4.02 Information Requests

- (a) The Employer shall provide the Union with information that is relevant to bargaining or enforcement of this Agreement within fifteen (15) working days of the date the Employer receives the Union's request. The time limit may be extended by mutual agreement.

4.03 Bulletin Boards

- (a) The Employer shall provide a reasonable amount of bulletin board space for the Union in areas frequented by employees in the following buildings:
 - (i) Recreation
 - (ii) Every Residential Advisor office
 - (iii) Education and Training (staff lounge)
 - (iv) Culinary (copy room)
 - (v) Food Services
 - (vi) Property/Maintenance
 - (vii) Records
- (b) Documents posted shall not include profanity or obscene material or material that is defamatory to the Employer or its employees.

4.04 Mail

- (a) The Union shall have the right to use employee inter-office mailboxes to communicate with employees.

4.05 New-Hire Orientation

- (a) Each new employee shall be provided a copy of this Agreement during orientation.

4.06 Employee Information

- (a) On the first business day of each month, the Employer shall supply the Union with a list of employees showing their names, home addresses, home telephone numbers, dates of hire, job titles, rates of pay, and FTE.

4.07 Printing and Distribution of Agreement

- (a) The Union will bear the cost of printing copies of this Agreement for employees. The Employer will bear the cost of printing copies of this Agreement for management.
- (b) The Union shall distribute copies of this Agreement to current employees. The Employer shall distribute copies of this Agreement to current employees that the Union is unable to reach upon request from the Union.

4.08 Access

- (a) Union representatives shall be permitted access to the Treasure Island Job Corps Center, provided said access shall not interfere with any employee's job duties or the business of the Employer. Such visits shall be for the purpose of transacting Union business or observing employment conditions. No visit shall occur without advance notice to and permission from the Center Director or his or her designee, provided however that failure by the Center Director or his or her designee to respond to such advance notice shall be deemed permission for the visit to occur. Permission shall not be unreasonably denied.

Article V. Management Rights

- (a) The Employer retains the sole right to manage its business and direct the working force; the right to discontinue, consolidate or reorganize any department or branch; the right to expand, to transfer any or all operations to any other location or to discontinue the same in whole or in part; merge or sell its business in whole or part; the right to determine work policies and procedures or promulgate work rules; the right to hire, lay off, assign, transfer, promote and determine in its sole discretion

the qualifications of employees; the right to determine starting and quitting time and number of hours to be worked; the right to discipline, suspend, and discharge employees; the right to introduce new working methods, job classifications, operations and facilities; the right to relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive; and the right to take whatever actions may be necessary to carry out the missions of the Employer in situations of emergency, and the right to subcontract work, subject only to such limitations as are clearly and specifically provided for in a provision of this Agreement.

- (b) Nothing in this Agreement shall constitute, or be construed as, a waiver by the Union of its right to bargain over changes in mandatory bargaining subjects as defined by law.
- (c) The above rights are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically modified by this Agreement.

Article VI. Labor Management Committee

- (a) Within sixty (60) days of the effective date of this Agreement, the parties shall form a joint Labor Management Committee to discuss and resolve issues of mutual concern.
- (b) The Committee shall not substitute for the grievance procedure or negotiations.
- (c) The Committee shall be composed of up to two (2) Employer and up to two (2) Union representatives. Either party may bring an additional participant, depending on the agenda items to be discussed.
- (d) The Committee shall meet at least once per month at mutually acceptable dates, times, and locations. Meetings shall be unpaid and held either during lunch or after work.
- (e) Agenda items must be submitted in writing by the Union to the Human Resources Manager at least two (2) working days in advance of the meeting.

Article VII. Workload and Staffing

7.01 Workload Concerns

- (a) Employees who have concerns regarding their workload may file a grievance,

provided that the grievance may not be appealed beyond Step Three (Corporate Human Resources) of the grievance procedure. The parties shall use the grievance procedure to gain an understanding of the employee's concern or complaint and work with the employee to correct the problem.

7.02 Volunteers

- (a) Volunteers and trainees shall not be used to provide coverage for staff absences involving direct staff/trainee interaction. These vacancies shall be staffed by substitutes, on-call staff, or overtime as approved by the departmental manager.

7.03 Substitute Instructors

- (a) The Employer shall be responsible for arranging substitute instructors to provide coverage for absent instructors.

Article VIII. Health and Safety

8.01 Federal and State Laws

- (a) The Employer shall maintain a safe work environment for all employees. The Employer shall abide by federal, state, and local laws and regulations regarding workplace health and safety.
- (b) Postings required by law or regulation related to wages, hours, and working conditions shall be posted in areas frequented by employees where they may easily be read during the workday.

8.02 Violence

- (a) An employee who believes he or she has been assaulted while at work is required to report the assault to the Center Director as soon as circumstances permit. Within ten (10) days of receipt of the report, the Center Director shall investigate the alleged assault and notify the employee in writing of the findings of the investigation and the disciplinary action taken, if any.

8.03 Trainee Misconduct

- (a) The Employer will ensure compliance with Job Corps requirements for safety when it comes to student misconduct. The Employer shall provide each trainee with a copy of the standards of conduct during orientation.

8.04 Telephones

- (a) The Employer shall provide a working telephone and/or radio in all classrooms,

offices where employees are normally assigned to work, and vocational training areas.

Article IX. Introductory Period

9.01 Length

- (a) All new-hires and newly promoted employees shall complete a six-month introductory period.

9.02 Job Descriptions

- (a) All new-hires and newly promoted employees shall receive a copy of their job description upon hire and promotion. The Employer shall bargain with the Union over the effects of the creation of new job descriptions or changes to existing job descriptions before implementation.

9.03 Standard Operating Procedures

- (a) All employees shall have access to the current standard operating procedures that are relevant to their duties through their department manager.

9.04 Evaluation

- (a) The immediate supervisor shall conduct a formal performance appraisal (Appendix B) ninety (90) and one-hundred and sixty-five (165) days following the employee's date of hire or promotion.

9.05 Access to Grievance Procedure

- (a) An employee in his or her initial introductory period shall have access to the grievance procedure, provided however he or she shall not have the right to grieve his or her termination of employment.

Article X. Personnel Files

10.01 Confidentiality

- (a) Except as provided in this Article, only supervisors and managers who have an employment-related need-to-know basis for information about another employee may inspect the personnel files of that employee.

10.02 Employee Rights

- (a) Employees shall be given a copy of any performance evaluations and notices of discipline before they are entered into their personnel file.
- (b) Employees may view their personnel files during normal working hours once every six (6) months and whenever the employee believes that the file has been altered in a manner that might adversely affect the interests of the employee, or the file contains information that is pertinent to a discipline, grievance, or ongoing investigation affecting the employee. Such access shall be granted within a reasonable time following submission of an oral or written request to Human Resources.
- (c) Employees, upon request, shall receive a copy of any document contained in his or her personnel file.
- (d) Employees who believe that any personnel file material is not accurate, relevant, timely, or complete may submit a written request for correction or deletion of those items to Human Resources. Human Resources shall respond in writing within fourteen (14) days.
- (e) Employees may submit written comments on materials contained in their personnel files, which shall become a permanent part of the file.

Article XI. Performance Evaluations

11.01 General

- (a) Each employee will be evaluated on or about the anniversary date of the employee's date of hire to the position and given a copy of their evaluation.
- (b) The annual evaluation is scored and requires a passing score of at least fifty (50), or "meets expectations." A score lower than that level on the annual evaluation indicates an employee's performance is below acceptable standards and shall result in the employee being placed on a 90-day Corrective Action Plan.
- (c) When an employee assumes a position that he or she has not previously held, a new anniversary date is established for purposes of all performance evaluations.

11.02 Presentation of Evaluation

- (a) The evaluator shall meet with the employee to present and discuss the evaluation prior to its inclusion in the personnel file. Whenever possible, this meeting will take place prior to the evaluation due date.

11.03 Request for Changes

- (a) An employee may request changes to his/her evaluation by submitting a request to the HR Manager, who will respond in writing within fourteen (14) days.
- (b) In addition, an employee may write a rebuttal to a performance evaluation, which shall become a permanent part of the employee's personnel file.

11.04 Corrective Action Plan

- (a) Employees who receive a score below fifty (50) or below "meets expectations" on an annual evaluation will be placed on a Corrective Action Plan (CAP).
- (b) Failure to correct performance deficiencies identified in a CAP may result in termination. The items listed as performance concerns on the CAP must correlate with the deficient performance categories on the evaluation.
- (c) To the extent that it is practical, deficiency goals shall be quantified and specific.
- (d) The Employer shall provide employees on a CAP with regular specific feedback, training and support to satisfy CAP requirements. When practical, employees not meeting the expectations of their CAP shall have their deficient performance addressed in writing.

Article XII. No Discrimination

The Employer shall not discriminate against any employee on account of race, color, sex, religion, national origin, age, veteran status, disability, political belief, citizenship, sexual orientation, union activity, medical condition, pregnancy, marital status, or other legally protected status.

Article XIII. Grievance Procedure

13.01 Definitions

- (a) A "grievance" is defined as an alleged violation of this Agreement.
- (b) A "grievant" is defined as an employee, group of employees, or the Union.

13.02 General Provisions

- (a) An employee may choose to present a grievance with or without Union representation. In cases where the employee chooses not to involve the Union, Step Four – Arbitration, is not applicable and the decision of the Company President is

final. In addition, cases processed without the Union's involvement shall not be precedential and shall not be offered in any proceeding as evidence of precedent or past practice. In cases where the grievant has chosen to involve the Union, the response shall be sent to the Union.

- (b) In cases where the employee chooses to involve the Union, a Union representative is permitted to participate at each step.
- (c) The Employer shall provide release time without loss of compensation to grievants to attend grievance meetings. Grievants shall take release time so as to minimize interference with their job duties.
- (d) A grievance shall be considered waived if it is not presented within the prescribed time limits or the grievant has not followed the steps of this procedure. Failure by the Employer to respond to a grievance at any step within the required time frame shall result in automatic appeal of the grievance to the next step. Time limits may be extended by mutual agreement.

13.03 Informal Resolution

- (a) Grievants are encouraged to discuss concerns as they arise directly with their immediate supervisor.
- (b) The supervisor will respond within five (5) working days of the date of the initial discussion.

13.04 Step One – Human Resources Manager

- (a) If the informal approach fails to achieve the desired result, if the grievant is not comfortable approaching his or her supervisor, or if the grievance pertains to a matter beyond the supervisor's authority to resolve, the grievant may submit a formal grievance in writing to the Human Resources Manager. Such submission must be received within seven (7) working days of the alleged violation, the failure of the attempt at informal resolution or when the grievant knew of the alleged violation. The Human Resources Manager shall meet with the grievant to discuss the grievance within seven (7) working days of receipt of the grievance. The Human Resources Manager shall respond to the grievance in writing within seven (7) working days of the meeting.

13.05 Step Two – Center Director

- (a) If the grievant is dissatisfied with the response at Step One, the grievant may appeal the grievance to the Center Director. Such appeal must be in writing and be received within seven (7) working days of receipt of the Step One response. The Center Director (or acting Center Director) shall meet with the grievant to discuss

the grievance within seven (7) working days of receipt of the grievance. The Center Director (or acting Center Director) shall respond to the grievance in writing within seven (7) working days of the meeting.

13.06 Step Three – Corporate Human Resources

- (a) If the grievant is dissatisfied with the response at Step Two, the grievant may appeal the grievance to the corporate Human Resources department. Such appeal must be in writing and received within seven (7) working days of receipt of the Step Two response. The President or his/her designee will review the matter and issue a written response within fifteen (15) working days of receipt of the grievance.

13.07 Step Four – Arbitration

- (a) If the Union is dissatisfied with the response at Step Three, the Union may appeal the grievance to arbitration. The Union must notify the Center Director in writing of its intention to arbitrate within fifteen (15) working days of receipt of the Step Three response.
- (b) The Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The request fee shall be borne by the Union. Within ten (10) working days of receipt of the list, the parties shall select an arbitrator by alternately striking names from the list, with the party to strike first determined by a coin toss, until one (1) name remains.
- (c) Upon selection of an arbitrator, the parties shall contact the arbitrator to schedule a hearing date. The parties shall respond to requests for hearing dates in a timely manner and be cooperative in scheduling the earliest practicable date.
- (d) The parties may offer such evidence as is relevant and material to the dispute, and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. An arbitrator authorized by law to subpoena witnesses and documents may do so independently or upon the request of either party.
- (e) The parties shall pay their own representation costs. Any party wishing a stenographic record or interpreter shall pay the cost of such service, unless the parties agree to share the cost. The parties shall pay their own witness expenses. Cancellation and postponement fees shall be paid by the party requesting cancellation or postponement. All other arbitration expenses, including required traveling and other expenses of the arbitrator, shall be borne equally by the parties.
- (f) The arbitrator shall promptly render an award in writing and, unless otherwise agreed by the parties, no later than thirty (30) days following the hearing, or the due

date for closing briefs (as applicable). The award shall be final and binding on the parties. Nothing herein shall be construed to restrain the arbitrator from ruling at the conclusion of the hearing.

- (g) The jurisdiction of the arbitrator is limited to whether or not a specific provision of this Agreement has been violated. In no case shall the arbitrator have the power to add to, subtract from or modify any of the terms of this Agreement.
- (h) At any point the parties may agree to attempt mediation as a resolution of the dispute. Nothing in this procedure shall prohibit the parties from reaching an agreement or settlement at any point prior to issuance of a decision by the arbitrator.

Article XIV. Sick Leave

14.01 General

- (a) Sick leave may be used when an employee must be absent for personal or family illness or injury or to care for or bond with a newborn child, a newly adopted child, or a newly placed foster child.
- (b) Except in case of emergency, employees shall request unscheduled sick leave by calling their immediate supervisor before the start of their shift. In case of an emergency, employees shall request unscheduled sick leave as soon as circumstances reasonably permit. Sick leave may also be scheduled in advance (for medical appointments, etc.).
- (c) If an employee is absent due to personal or family illness for three (3) consecutive days, he or she may be required to present a physician's statement verifying the reason for the absence. An employee with a record of abusing sick leave may be required to present a physician's statement for each absence, regardless of length. The employee shall receive prior written notice of this requirement.

14.02 Accrual

- (a) Full-time and part-time (working thirty-two (32) hours or more per week) employees shall accrue sick leave based on the number of regular hours they worked (including holiday and vacation time off). The accrual rate is 3.08 hours per pay period (assumes eighty (80) regular hours worked). Part-time employees' accrual will be prorated based on the number of hours they work. Sick leave is not accrued when an employee is in a non-paid status, or is off work on paid sick leave, or on a leave of absence other than holiday or vacation time off.
- (b) Part-time employees regularly scheduled to work less than thirty-two (32) hours

per week and on-call employees are not eligible for sick leave accrual.

- (c) Unused sick leave may be carried forward from one year to the next with a maximum allowable accumulation of twenty (20) work days.

14.03 Conversion to Vacation

- (a) Employees who use no sick leave during the twelve (12) months following the last anniversary of their date of hire may convert up to forty (40) hours (prorated based on number of hours regularly worked) of their sick leave to vacation. Employees wishing to convert sick leave to vacation shall submit a request in writing to Human Resources within the thirty (30) days following the anniversary of their date of hire.
- (b) Employee eligibility for conversion is determined during a review of attendance at the time of the annual performance evaluation. Employees who have more than two (2) short days are not eligible for conversion. A “short day” is defined as a work day when fewer than eight (8) hours are actually worked and when the unworked hours are not charged to vacation, jury duty, or bereavement leave.
- (c) If an employee receives a promotion, the employee’s original hire date will serve as the anniversary date upon which any sick time conversion may be requested.

Article XV. Vacations

15.01 Accrual

- (a) Full-time employees shall accrue vacation at the following rates:

Length of Service	Vacation Accrual Rate
1 month but less than 1 year	10 days/year (3.08 hours per pay period)
1 year but less than 2 years	11 days/year (3.38 hours per pay period)
2 years but less than 5 years	12 days/year (3.69 hours per pay period)
5 years but less than 15 years	15 days/year (4.62 hours per pay period)
15 years but less than 20 years	20 days/year (6.15 hours per pay period)
20 years or more	25 days/year (7.69 hours per pay period)

- (b) Part-time and on-call employees are not eligible for vacation accrual.
- (c) Employees may accrue up to (2) times their annual vacation entitlement.

15.02 Vacation Requests

- (a) Employees may not take vacation during their initial six-month introductory period.
- (b) Employees must submit a written request to their supervisor for approval no later than two (2) weeks prior to planned utilization. Requests for use of vacation due to an emergency situation may be submitted less than two (2) weeks in advance and will be considered on a case-by-case basis. Vacation requests shall be approved within seven (7) days of receipt. No vacation request shall be unreasonably denied.

15.03 Payout Upon Termination

- (a) Accrued but unused vacation shall be paid to the employee and included in his or her final pay upon termination.

15.04 Leave Donations

- (a) A regular full-time employee may donate any portion of his or her accrued vacation to another regular full-time employee who has exhausted his or her personal paid time off and has a medical procedure, emergency, or other hardship situation that requires time off.
- (b) Donations shall take into account the relative pay of the donating and receiving employees. For example, if an employee who makes \$20 per hour donates eight (8) hours of vacation to an employee who makes \$10 per hour, the latter would receive sixteen (16) hours of vacation.

Article XVI. Holidays

16.01 Observed Holidays

- (a) The Employer shall observe the following paid holidays:

- (i) New Year's Day
 - (ii) Martin Luther King, Jr. Day
 - (iii) President's Day
 - (iv) Memorial Day
 - (v) Independence Day
 - (vi) Labor Day
 - (vii) Thanksgiving Day
 - (viii) Day after Thanksgiving Day
 - (ix) Christmas Day
 - (x) Two (2) additional holidays per calendar year (to be scheduled and announced by the Employer annually)
- (b) Holidays shall be observed as follows:
- (i) Holidays falling on Saturday shall be observed on Friday before the holiday.
 - (ii) Holidays falling on Sunday shall be observed on Monday following the holiday.
 - (iii) Holidays falling on weekdays shall be observed on weekdays.
- (c) Employees who wish to observe a religious holiday may use accrued vacation or substitute a religious holiday for any of the above holidays, with prior approval of the employee's supervisor.

16.02 Holiday Pay

- (a) Full-time employees shall be eligible for holiday benefits. Employees must work (or be on approved vacation, jury duty, or bereavement leave) both their scheduled shift before and after the holiday in order to qualify for holiday pay.
- (b) Hourly employees who are required to work on a holiday shall be paid time and one-half for all hours worked in addition to their normal holiday pay.
- (c) Hourly employees who are scheduled off on a holiday shall be paid holiday pay for that day in addition to pay for all other hours worked in that week. Holiday pay is not used in the calculation of overtime hours for that work week.
- (d) Salaried employees who are required to work on a holiday must select an alternate date off that falls within one (1) week of the holiday or be paid for the holiday as if the day were a regularly scheduled work day.

- (e) If an employee is on paid vacation leave and the holiday occurs during the leave, the holiday shall be used instead of the accrued leave.

Article XVII. Other Leave

17.01 Eligibility for Leave of Absence

- (a) On-call and part-time employees are not entitled to bereavement leave, jury duty leave, or personal leave.

17.02 Bereavement Leave

- (a) Employees who experience a death in the immediate family shall be granted three (3) work days off with pay.
- (b) For the purpose of bereavement leave, immediate family is defined as parent, child, sibling, spouse, domestic partner, parent-in-law, grandparent, spouse's grandparent, aunt, uncle, or legal guardian.
- (c) Proof of death is required for payment of this leave. Acceptable forms of proof are notice from the local newspaper or verification from the funeral director.

17.03 Jury Duty

- (a) Employees shall be granted a paid leave of absence for jury duty or to serve as a subpoenaed witness in a proceeding, up to a maximum of ~~five (5)~~ten (10) days. Any payment received from the court, excluding parking or meal allowances, shall be deducted from the employee's pay.
- (b) Employees called to jury duty or served a subpoena to appear as a witness in a proceeding shall notify their immediate supervisor and present a copy of the notice or subpoena.
- (c) Employees will be paid only for scheduled work time missed. For example, an employee who normally works in the evening will not receive payment for time spent in court during the day. Where jury duty does not require a full day's attendance in court, the employee is expected to return to work if feasible.
- (d) Proof of jury duty or appearance as a witness is required for payment of this leave.

17.04 Personal Leave

- (a) A personal leave of absence may be granted to employees who require unpaid time away from the job to attend to pressing personal or family affairs and have completed two (2) years of continuous service, subject to the following:

Continuous Service	Maximum Personal Leave
Two to Four Years	One Week
More than Four Years	Two Weeks

- (b) Personal leaves of absence may be granted only after the employee has exhausted his or her accrued vacation time.
- (c) An employee on personal leave must pay their portion of the premiums for benefits prior to taking the leave.
- (d) Employees on personal leave do not accrue any time-off benefits nor are they eligible for holiday pay.
- (e) All time on personal leave shall be considered time worked for the purposes of determining seniority.

17.05 Workers Compensation Leave

- (a) An employee who has sustained an on-the-job injury or illness that prevents the employee from performing the duties of his or her position shall be permitted to take a worker's compensation leave.
- (b) The leave shall not be designated as, nor run concurrently with, FMLA leave.
- (c) An employee on worker's compensation leave will not accrue time-off benefits or be eligible for holiday pay.
- (d) An employee on worker's compensation leave must pay their portion of the premiums for benefits each pay period.

Article XVIII. Vacancies and Promotions

18.01 Notice of Vacancies

- (a) All position vacancies shall be posted for five (5) working days prior to recruiting outside candidates. Positions that present unique or special difficulty in filling may be posted both externally and internally simultaneously.
- (b) The posting shall be distributed via e-mail, weekly newsletter, and Human Resources department bulletin board. In areas where employees do not have access to e-mail, the department manager shall post notices on the department's bulletin board, which shall be in an area frequented by employees.

- (c) Postings shall include job title, essential functions, qualifications, salary range, the date of posting, and how/when to apply.

18.02 Internal Preference Period

- (a) During the five (5) working days after the initial posting of a vacancy, only current employees may be interviewed.
- (b) Employees must have worked at least ninety (90) days in their current position to be eligible for consideration for transfer or promotion.
- (c) The hiring manager/supervisor and Human Resources representative shall meet with employees who are interviewed and not selected and inform them of the reason(s). Internal candidates will be notified prior to publishing organizational announcement of the selection.
- (d) Notwithstanding any of the above, all current employees shall have the same rights as outside candidates to apply for position vacancies that have been made public.
- (e) Promoted employees shall complete a new probationary period and shall have a new performance evaluation date as provided in this Agreement.

Article XIX. Pay

19.01 Wages

- (a) ~~If government funding is available for merit increases, Employees-employees~~ will be awarded a merit increase based on their last performance evaluation score, effective on the anniversary of their date of hire in their current position, ~~retroactive to June 1, 2010~~. No employee may be paid over the maximum of the grade for the classification they occupy.
- (b) ~~The parties shall bargain over the merit increase scale each year. Percentage increases are calculated based on the minimum of the salary range for each position. The merit increase scale for the center contract year beginning June 1, 2010 is attached as Appendix C.~~
- (c) ~~The parties agree to reopen this Article and Article XX (Benefits) to determine merit increases and benefit changes for the center contract year beginning June 1, 2011.~~
- (d)(c) If the Employer receives approval for any additional funds (other than those referenced in (a) above) that may be used for salaries, benefits, or bonuses of bargaining unit employees, the parties shall bargain over the use of such funds before implementation.

19.02 Overtime Pay

- (a) The Employer shall abide by federal and state laws and regulations regarding overtime pay for non-exempt employees.
- (b) For purposes of overtime compensation, only hours actually worked are included in the calculation of overtime. Paid vacation, holidays, sick leave, jury duty, personal leave, and bereavement leave are excluded in the calculation of overtime.

19.03 Call-Back Pay

- (a) Non-exempt employees who are called in to work in an emergency situation will be paid for actual hours worked, with a two (2) hour minimum.

19.04 Drivers

- (a) Employees who possess a Commercial Driver's License (CDL) and regularly drive CDL vehicles shall have one dollar (\$1.00) added to their base rate of pay for all hours in paid status.

19.05 Bonus Program

- (a) ~~For the center contract year beginning June 1, 2010, the~~The Employer may, at its discretion, award periodic monetary bonuses to certain employees based on center and individual performance.
- (b) The Employer will determine the pool of eligible employees and the amounts to be awarded.
- (c) Payment of such bonuses is subject to available contract funds.

Article XX. Benefits

20.01 Eligibility

- (a) All full-time regular employees shall be eligible for benefits for themselves and their eligible dependents.
- (b) "Eligible dependents" means the employee's legal spouse, domestic partner, and the employee's unmarried children under the age of nineteen (19), and the employee's unmarried children under the age of twenty-three (23) if the child is a full-time student up to the age of twenty-six (26).
- (c) "Children" shall include the employee's dependent children, including natural, step, adopted, and foster children; any natural children of the employee's covered minor

dependent; and the employee's domestic partner's children who live with the employee.

- (d) Supporting documentation is required for the coverage of all dependents.

20.02 Medical, Vision, and Dental

- (a) The Employer shall offer the same or substantially similar medical, vision and dental insurance coverage as is presently offered to all eligible employees.
- (b) The premiums shall continue to be split between the Employer and the employee.
- (c) Coverage for employees who enroll shall begin on the first of the month following thirty (30) days from the date of eligibility.

20.03 Life Insurance

- (a) The Employer shall provide employees with life and accidental death and dismemberment insurance with a benefit of one times their annual salary to a maximum of \$70,000 at no cost to the employee.

20.04 Short-Term Disability

- (a) The Employer shall provide employees with the State of California's short-term disability benefit.

20.05 Long-Term Disability

- (a) The Employer shall provide employees with long-term disability income benefits at no cost to the employee. If an employee becomes disabled from a non work-related injury or sickness, disability benefits are provided as a source of income after the employee has been disabled for a period of ninety (90) days. Benefits are sixty percent (60%) of the employee's pre-disability income to a maximum of \$6,000 per month.

20.06 Retirement

- (a) Employees who have completed one (1) year of service, one thousand (1,000) hours, and have attained age twenty-one (21) may, beginning on the first day of the month following the anniversary of their date of hire, contribute up to ninety percent (90%) of their salary or the IRS legal limit, whichever is lower, to the Employer's 401(k) plan. The Employer shall match employee contributions as follows:

Employee Contribution	Employer Match
----------------------------------	-----------------------

First 3%	100%
Next 2%	50%

20.07 Transportation

- (a) The Employer shall provide shuttle transportation for employees between the MacArthur BART station and the center before the start and after the end of the day shift.

20.08 Tuition Reimbursement

- (a) Full-time employees shall be reimbursed for tuition and per-unit/credit fees for courses that are directly related to the employee's current position, prepare the employee for promotion, or are required as part of a degree program, subject to the Employer's Tuition Reimbursement policy (Appendix ED).

20.09 Employee Assistance Program

- (a) The Employer shall provide the Employee Assistance Program benefit at no cost to the employee.

20.10 Changes to Group Insurance/401(k) Plans

- (a) The Employer may change any of the Employer-provided plans as long as the new plans are substantially equal to the present plans or to comply with legal or regulatory requirements or plan revisions by the provider. However, if a change to a plan would result in the new plan not being substantially equal to the present plan or if the change is due to budgetary restrictions, ~~the parties shall~~ Employer will notify the Union at least thirty (30) days prior to the start of open enrollment to allow the parties to bargain over the change before implementation.

Article XXI. Employee Disciplinary Action

21.01 Just Cause

- (a) The Employer shall discipline and discharge employees for just cause. Employees who have not completed their introductory period are considered "at-will." See Article IX (Introductory Period).

21.02 Investigations

- (a) Any employee subject to a conference or meeting which reasonably could result in that employee being disciplined shall have the right, upon request from the employee, to be accompanied and/or represented by the Union.

21.03 Progressive Discipline

- (a) For misconduct or when performance falls short of Company standards, the Employer will follow steps of progressive discipline. At its sole discretion, and on a case-by-case basis, the Employer will determine the level of discipline that is appropriate. Steps of discipline may include immediate termination, verbal counseling, formal written warning, final written warning, corrective action plan, and/or suspension.

21.04 Notice of Discipline

- (a) When disciplinary action is taken, the Employer will provide the employee a written copy of such action. The notice will include:
 - (i) The reason(s) and the policy violated;
 - (ii) Except in cases of termination, the action required to correct the problem and the time frame for correction; and
 - (iii) A statement that the employee has the right to appeal the discipline using the grievance procedure in the Agreement.
- (b) Employees, upon request, shall have the right to the presence of a Union representative when they are presented with a notice of suspension or termination.

Article XXII. Hours of Work

22.01 Meal Hours

- (a) Employees who work a shift of more than five (5) hours shall receive a duty-free meal period of one (1) hour. Employees who work a shift of more than ten (10) hours shall receive a second duty-free meal period of one (1) hour.
- (b) Employees who work a shift of six (6) hours may waive their right to a meal period by mutual written agreement between the employee and the Employer.
- (c) Meal periods are unpaid if the employee is not required to work and is able to leave the work site; otherwise, it shall be counted as time worked.

22.02 Rest Breaks

- (a) Employees shall receive a paid rest break of ~~ten (10)~~ fifteen (15) minutes at approximately the middle of every four (4) hours of work, provided that such break shall be scheduled so as not to interfere with student services. Employees may not leave the work site during rest breaks (stepping off campus during a rest break to

smoke is allowed, with supervisory approval).

- (b) As the facility permits, a break room for all employees shall be provided in every building.

22.03 Weekends

- (a) Employees shall have two (2) consecutive days off each week.

22.04 Schedules

- (a) Except in emergency situations, the Employer shall inform employees of any changes in their daily schedule of hours of work at least one (1) week in advance.

22.05 Travel Time

- (a) When an employee travels to a business related assignment, the time spent traveling in excess of normal commuting time shall be counted as hours worked.

22.06 Meetings and Trainings

- (a) Employee attendance at business meetings and in-service training programs shall be considered hours worked if such attendance is required by the Employer.

Article XXIII. Layoffs

23.01 General

- (a) "Layoff" is defined as the elimination of one or more regular full-time or regular part-time positions.
- (b) Employees may be laid off due to lack of work, lack of funds, reduction in staffing levels and/or organizational re-structuring.
- (c) Employees shall be selected for layoff or recall, based upon their respective qualifications, training, disciplinary record, and performance, as well as the needs of the Employer. In the event two employees are both determined by the Employer to be equally competent and of equal disciplinary record, seniority shall be used as a tie breaker, with the most senior such employee receiving preference.

23.02 Notice

- (a) The Employer shall notify the Union and affected employees of planned layoffs in writing at least fourteen (14) days prior to the effective date. The notice to the Union shall include a list of positions subject to layoff and a current seniority list.

- (b) The Employer shall meet with the Union to consider alternatives to layoffs and shall bargain over any effects of layoffs not specifically addressed in this Agreement.

23.03 Severance Pay

- (a) Severance pay will be awarded only when contract funds are available and based on the following schedule:

Length of Service	Non-Exempt Employees	Exempt Employees
Less than 4 years	2 weeks pay	4 weeks pay
More than 4 years, but less than 10 years	4 weeks pay	8 weeks pay
More than 10 years	4 weeks pay, plus 1 week for each year up to a maximum of 6 weeks total	8 weeks pay, plus 1 week for each year for a maximum of 12 weeks total

- (b) Regular part-time employees will be eligible for the above severance pay, pro-rated based on their regularly scheduled hours.

23.04 Recall Rights

- (a) Laid off employees shall be placed on a recall list for twelve (12) months. Laid off employees will be recalled in reverse order of layoff.
- (b) Recalled employees shall be reinstated with an adjusted hire date/seniority, giving credit for previous employment and have their sick leave balance reinstated.

23.05 Other Rights

- (a) Laid off employees may be interviewed during the internal preference period for position vacancies.
- (b) The Employer shall email (or mail, if email is not available) employees on the recall list notices of job openings (both internal and external).
- (c) An employee subject to layoff enrolled in classes which had been approved for payment under the Employer’s tuition reimbursement policy shall be reimbursed provided he or she receives acceptable grades.
- (d) Laid off employees are responsible for notifying Human Resources of any changes in their email and/or mailing address.

Article XXIV. No Strike or Lockout

- (a) There shall be no strikes, work stoppages, including but not limited to sympathy strikes, sit-downs, slowdowns, boycotts, or mass call-offs, or any concerted refusal to work by employees, or lockout by the Employer, during the term of this Agreement.
- (b) Employees who engage in prohibited conduct are subject to discipline as provided in Article XXI (Employee Disciplinary Action) of this Agreement.
- (c) The Union hereby expressly waives the employees' rights under the NLRA to engage in the conduct described in (a) above during the term of this Agreement.

Article XXV. Savings Clause

- (a) If any terms or provisions of this Agreement are declared invalid or unenforceable by a court of competent jurisdiction, or a government agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected shall remain in full force and effect. The parties shall promptly meet to negotiate substitute terms and provisions for those terms and provisions deemed invalid or unenforceable.
- (b) The parties expressly acknowledge and agree that the terms and conditions of employment as applied to bargaining unit employees may be affected by decisions of the United States Department of Labor, with whom the Employer contracts to operate the Treasure Island Job Corps Center.
- (c) The parties expressly declare and agree that they have bargained between them on all phases of hours, wages, rates of pay and other conditions of employment and that this agreement is the entire contract between the parties and represents their full and complete agreement without reservation or unexpressed understanding. It is agreed and understood by the Employer and the Union that all matters not contained and expressly provided for herein remain the exclusive province of management as provided in Article V (Management Rights) of this Agreement. During the term of this agreement no grievance will be considered valid for any cause not mentioned and set out in the Agreement, and that in the event of arbitration, no matter not considered in this agreement will become the subject of arbitration. The Employer shall notify the Union in writing, and bargain over the effects, of any decision of the Department of Labor affecting the terms and conditions of employment.
- (d) All staff must conform to the applicable portions of the Employer's current or any future contract with the Department of Labor; to the current or future Policy Requirements Handbook as approved by the Department of Labor; to all current or

future Department of Labor directives or policies; or to any other current or future instruction issued by the Department of Labor; provided however that the Employer shall not seek a directive, policy, instruction, or change to its contract with the Department of Labor that is for the purpose of avoiding its duty to bargain. Any funding required to finance this Agreement shall be provided by the Employer's agreement with the Department of Labor for the reimbursement of direct contract costs.

- (e) The parties acknowledge and agree that the Employer's right and privilege to operate the Treasure Island Job Corps Center facility is subject to and expressly contingent upon obtaining renewals of its contract with the Department of Labor. Should the contract be discontinued at any time, the Employer's obligations under this Agreement shall cease on the date its contract with the government expires. If the contract is discontinued, the Employer's obligation to recognize and bargain with the Union shall be determined purely by applicable federal, state or local law. The Employer shall not be required to impose any obligation upon any successor contractor if its contract with the Department of Labor is not renewed.

Article XXVI. Term

- (a) The term of this Agreement shall be from ~~December 14, 2010~~June 13, 2012 through May 31, ~~2012~~2014. Each party shall give written notice to the other party of a desire to revise, amend or terminate this Agreement no less than sixty (60) days and no more than ninety (90) days before the Agreement's expiration. In the absence of timely notice by either party, the Agreement shall be extended for a period of one (1) year.
- ~~(b) The parties agree to reopen only Article XIX (Pay) and Article XX (Benefits) to determine salaries, wages and benefits for the center contract year beginning June 1, 2011.~~

**ON BEHALF OF THE TREASURE ISLAND JOB
CORPS WORKERS' UNION, AFT LOCAL 6319**

ON BEHALF OF ADAMS AND ASSOCIATES, INC.

Emily Rapaport, President Date

Roy Adams, President Date

~~Rachel Hoobing, Vice-President~~ Julian Blount,
Negotiator Date

Britni Dunn, Negotiator Date

Katrina Harris, Negotiator Date

Omar Khalif, Negotiator Date

Appendix A: Bargaining Unit Positions

Accounting Clerk	MIS Assistant
ACT Program Coordinator	Non-Resident Counselor
Advanced Culinary Arts Instructor	Office Assistant Instructor
Applied Math Instructor	Peer Leadership Coordinator
Applied Reading Instructor	Pre-Separation CTS-Business Tech Center
Assistant Cook	Pre-Separation CTS-Construction Tech Center
Boiler/HVAC Engineer	Pre-Separation CTS-Culinary Arts Tech Center
Bookkeeper	Property Specialist
Career Counselor	Purchasing Assistant
Career Development Center Clerk	Receiving/Warehouse Clerk
Career Transition Center Clerk	Recreation Advisor
Career Transition Readiness Instructor	Recreation Center Coordinator
Career Transition Specialist	Residential Advisor
CDL Driver/Security	Safety Officer
Center Standards Incentive Officer	Security/MILCAP Instructor
Certified Medical Assistant Instructor	Senior Cook
Cook	Social Development Administrative Assistant
CPP Advisor	Solar Instructor
CPP Instructor	Student Records Clerk
CTS Driver	Student Records Officer
Culinary Arts Instructor	Student Store Specialist
Culinary Arts Tech Center Recruiter	Substitute Instructor
Day Residential Advisor	TEAP Counselor
Dental Assistant	Testing/Scheduling Coordinator
Diversity/ESL Coordinator	Tutor/ELL Instructor
Driver's Education Instructor	Urban Farm Coordinator
Food Services Assistant	WBL Advisor/Driver
GED Instructor	Women's Program Coordinator
HSD Instructor	
LPN	
LPN/Disability Coordinator	
Maintenance Engineer	
Maintenance Technician	
Medical Secretary	

Appendix B: 90-Day/165-Day Staff Evaluation

90-Day/165-Day Staff Evaluation Hourly-Paid and Salaried Employees

Name	Position
Department	Date of Hire

Summary of Strengths

Summary of Areas Requiring Improvement

Recommended Actions	
<input type="checkbox"/> Retention of Employment	<input type="checkbox"/> Termination of Employment (Attach Justification)

**Appendix C: Merit Increase Schedule for Center Contract Year Beginning
June 1, 2010**

Appendix DC: Salary Grades

Salary Grade	Classification
A	Advanced Culinary Arts Instructor Applied Math Instructor Applied Reading Instructor Certified Medical Assistant Instructor Culinary Arts Instructor GED Instructor HSD Instructor Office Assistant Instructor Security/MILCAP Instructor Solar Instructor Substitute Instructor Tutor/ELL Instructor Urban Farm Coordinator
B	CPP Instructor Career Transition Readiness Instructor Driver's Education Instructor TEAP Counselor
C	ACT Program Coordinator Career Counselor Career Transition Specialist Culinary Arts Tech Center Recruiter Diversity/ESL Coordinator Non-Resident Counselor Peer Leadership Coordinator Pre-Separation CTS-Business Tech Center Pre-Separation CTS-Construction Tech Center Pre-Separation CTS-Culinary Arts Tech Center
D	Center Standards Incentives Officer MIS Assistant Safety Officer Student Records Officer Student Store Specialist Testing/Scheduling Coordinator Women's Program Coordinator
E	Boiler/HVAC Engineer LPN LPN/Disability Coordinator Maintenance Engineer

F	CDL Driver/Security Dental Assistant Maintenance Technician Recreation Center Coordinator Social Development Administrative Assistant
G	Bookkeeper CPP Advisor Day Residential Advisor Purchasing Assistant Recreation Advisor Residential Advisor Senior Cook WBL Advisor/Driver
H	Accounting Clerk Property Specialist
I	Cook CTS Driver Medical Secretary
J	Assistant Cook Career Development Center Clerk Career Transition Center Clerk Receiving/Warehouse Clerk Student Records Clerk
K	Food Services Assistant

Appendix ED: Tuition Reimbursement Policy

Note: Pages 40 through 48 reserved for Adams' "Tuition/Certification/CEU Reimbursement" policy dated May 2010.

