

person are strictly prohibited. Anyone who engages in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. No discharge, suspension, or disciplinary action shall be taken against any employee who incurs a non-disabling physical handicap and is able to perform their duties. The EMPLOYER shall in no way establish, create, or become a party to a blacklist targeting UNION members.

SECTION D - UNION Meetings

The UNION will be authorized to hold meetings on the EMPLOYER's property with prior notification and approval of EMPLOYER. Notice must be given twenty-four (24) hours in advance. Meetings shall not conflict with employees' work schedules and employees will not be paid for time spent in UNION meetings without prior approval of EMPLOYER. EMPLOYER shall not arbitrarily deny the scheduling of UNION meetings without just cause. EMPLOYER will make reasonable accommodations to insure privacy in order to conduct confidential UNION business.

SECTION E - UNION Representation

The UNION shall elect shop steward(s) representing the UNION Employees. The election of the shop steward shall be according to UNION by-laws. The UNION will furnish to the EMPLOYER the names of stewards certifying their right to conduct official UNION business in the workplace.

SECTION F - UNION Solidarity

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a labor dispute or refuses to work behind any primary picket line including the primary picket line of the UNION party to this Agreement.

[See Memorandum of Understanding ensuring that if CCC were to strike, drivers would continue to collect materials as long as they are not required to cross a picket line]

SECTION G - UNION Bulletin Board

The EMPLOYER shall provide a suitable sized (48" x 36") bulletin board for posting UNION business and communications. The EMPLOYER shall have no authority over this bulletin board's content. UNION shall accept full responsibility for all materials posted on bulletin board. UNION shall place a prominent sign at top of bulletin board with the following language: "UNION BULLETIN BOARD – All materials on this bulletin board the sole responsibility of the Industrial Workers of the World, IU 670"

SECTION H - Transfer of Ownership

In the event of a sale, transfer of ownership, or merger, all the provisions of this Agreement shall remain in effect. The EMPLOYER has an affirmative obligation to notify the UNION in writing of the terms of any potential sale, transfer of ownership, or merger within 48 hours after opening negotiations with any potential new owners.

ARTICLE III WORKING COMMITTEES

SECTION A - Grievance Committee

The Grievance Committee will meet as necessary to discuss grievances raised by a UNION Employee, UNION shop steward, or UNION representative. The Grievance Committee will consist of one UNION shop steward, one UNION Employee (selected by the UNION Employees) two (2) Ecology Center Management Representatives, and one Hotline or other non-Management, non-UNION staff member. The parties of this committee will discuss the grievance and strive to reach a consensus on the outcome. If a consensus between the parties is unreachable, the grievance will proceed to the next step of the

Grievance Procedure as specified in **Article XVIII**. In the event that a shop steward, UNION Employee, or Management representative selected to sit on the committee is the subject or object of a grievance, an alternate will be selected by the remaining UNION Employees or Management team respectively to replace this person on the committee for that particular grievance.

SECTION B - Routing Committee

Management shall determine the number of routes, staffing levels, and equipment available for route collection. For the purposes of establishing or modifying routes to increase efficiency and equal distribution of work between routes, a routing committee will meet consisting of one (1) Ecology Center Management Representative and at least one (1) senior and one (1) junior and one (1) other, for not less than three (3) UNION Employees selected by the UNION Employees.

1. Routing Process:

EMPLOYER shall establish initial route templates in a reasonable effort to create contiguous, balanced, and equitable routes. Initial route templates may be reviewed and adjusted by the routing committee following the procedure below.

- a) The EMPLOYER shall inform the UNION Employees of the need to convene the routing committee and shall provide initial route templates.
- b) The Routing Committee shall have 10 working days to review and adjust initial route templates.
- c) The routes shall then be driven for a trial period of 10 consecutive working days. Once the trial period is over, the committee may propose slight adjustments based on weights collected, or completion times for each route.
- d) Employees shall then take an approval vote on the adjusted routes. Upon majority vote these routes shall be final.

If the modified trial routes are not approved by a majority vote, they shall return to the routing committee for one final revision. The Routing Committee shall have no more than (5) working days to prepare final revisions to the adjusted trial routes. These final revised trial routes shall be driven for a final trial period of no more than ten (10) working days. Upon completion of the final trial period the UNION Employees shall take a final approval vote. If the majority vote approves the routes they shall be final.

If the final adjusted trial routes are not approved by a majority vote, then the EMPLOYER shall determine the final modifications to the routes. These modifications shall be final.

2. Emergency Routing:

If there are urgent and immediate route changing needs, the EMPLOYER shall modify existing routes as needed to ensure the complete collection of materials.

SECTION C - Accident Review Committee

The Accident Review Committee shall meet to review and discuss accidents involving curbside recycling collectors. The committee shall consist of two (2) Managers or Ecology Center Board members, two (2) recycling collectors (selected by UNION Employees), and, if necessary, a mutually agreed upon third party. All accidents are subject to review by this committee at the request of any Employee covered under this agreement within fourteen (14) calendar days unless extenuating circumstances or pending evidence regarding the accident delays the meeting. The committee shall consider all evidence provided from the Ecology Center insurance provider, local police, and/or a qualified investigator before determining fault or whether the accident was avoidable. If the committee is unable to reach consensus, Management reserves the right to consider all evidence presented and determine if disciplinary action is appropriate. The Employee disciplined may utilize the grievance

procedure to protest the decision. Copies of all findings made by the EMPLOYER in these matters shall be submitted to the UNION by postal mail, or email within five (5) business days of the final outcome.

ARTICLE IV SAFETY/OPERATING POLICY

The intent of both the EMPLOYER and the UNION is to provide safe and healthy working conditions in which to carry out daily operations of the recycling program. It is the duty of any Employee or representative of the EMPLOYER who becomes aware of an unsafe condition to report that condition to Management. It is the EMPLOYER's duty to rectify unsafe conditions pointed out by Employees as soon as possible. No Employee will be asked to operate unsafe equipment nor shall he/she operate satisfactory equipment in an unsafe manner on the job site or on public streets. No Employee will be disciplined for refusing to operate any piece of equipment which the Employee reasonably and in good faith believes to be unsafe equipment. Ecology Center Management and the Employees will follow the operating procedures and directives of the Safety and Operations Manual.

ARTICLE V HIRING & PERSONNEL CATEGORIES

SECTION A - Definitions

1. Regular:

- a) Any non-probationary employee who works a regular, consistent set of one (1) to five (5) assumed eight-hour shifts each week and/or works more than sixty (60) variably scheduled shifts within six (6) calendar months shall be considered regular.
- b) Regular Employees shall be offered as many available scheduled shifts as desired, based on seniority.
- c) Any Regular Employees working less than five (5) scheduled shifts shall be offered additional shifts, based on seniority, if available.
- d) All Regular Employees shall accrue sick pay and vacation pay proportional to the number of shifts they work per week as stipulated elsewhere in this agreement.
- e) If any Regular Employee works less than fifty-two (52) shifts in six (6) calendar months, they shall be downgraded to On Call status, except where noted in the next sentence.
- f) Used sick days, vacation, unworked holidays, personal leaves of absence, medical leave, and bereavement leave, and excused absences shall not downgrade Regular Employees to On Call status.
- g) Upon achieving Regular Employee status, employees shall accrue vacation time based on the total number of shifts worked since date of hire as outlined in **Article X, Section A**.

2. On Call:

- a) Any non-probationary employee who does not qualify as a Regular Employee as outlined in the previous subsection (A.1) shall be considered as On Call.
- b) On Call employees shall be offered available shifts (including regularly scheduled shifts) as needed based on seniority, if no Regular Employees are available.
- c) On Call seniority shall be measured by the number of shifts worked. If two or more On Call employees have worked an equal number of shifts, the employee with the earliest date of hire shall be the more senior On Call employee.
- d) On Call employees who refuse or fail to work more than five (5) available shifts within six (6) calendar months may be removed from the On Call employee list and their employment may be terminated.
- e) Even if no shifts are available, On Call employees shall remain available for hire based on seniority, unless formally terminated for just cause, as stipulated in **Article XIV**, Seniority and Layoffs.
- f) On Call employees must contact the EMPLOYER every six (6) calendar months by telephone, email, postal mail, or in person to confirm their intention to stay on the On Call employee list.
- g) It is the employee's responsibility to inform management of changes to their contact information.

3. Probationary:

- a) Any employee who has not been promoted to On-Call or Regular status shall be considered probationary. After working one hundred twenty (120) shifts with a minimum of (40) solo, behind-the-wheel shifts, from his/her original date of hire, probationary employee shall receive a peer performance review as outlined in Section B, Peer Review. After receiving documentation from the employees Peer Review, the EMPLOYER may promote the employee to On Call or Regular status, terminate the employee, or allow an extended probationary period not to exceed twenty (20) additional shifts. Union may request peer review after forty (40) solo, behind-the-wheel shifts have been completed.
- b) The probationary status exists for the sole purpose of training and evaluating new employees.
- c) If probationary employee does not pass probation, EMPLOYER must provide documentation containing the reasons for failing Peer Review or termination. Copies shall be sent to the UNION within fourteen (14) calendar days.
- d) Management may not otherwise terminate and then rehire the same probationary employee to avoid promotion to non-probationary status.
- e) Management will establish a training plan for each probationary employee to ensure timely training and solo shifts in accordance with program needs.

SECTION B - Peer Review

1. Within ten (10) business days of the hire of a probationary employee, Union will select three (3) Route Drivers to serve as the employee's Peer Review Committee. Participation in the Peer Review Committee if selected is required. If two or more such employees are hired concurrently a separate selection of three (3) Route Drivers shall be selected for the additional Peer Review Committee(s). Union will make every effort to ensure an even distribution of Peer Review service among Route Drivers.
2. After completing the first one hundred twenty (120) and a minimum of (40) solo, behind-the-wheel shifts of employment, each employee shall be reviewed as soon as possible by their Peer Review Committee. Reviews must not include any judgment that would violate **Article II, Section C** of this agreement, or existing non-discrimination laws. Review shall include, at a minimum, employees driving, map reading and related skills, conscientiousness and attention to detail, professionalism, concern for safety, customer service, ability to work as a team member, communication, as well as accident record, missed pickups, cart placement, and complaint record. Documentation of Peer Review shall be given to Ecology Center Management for consideration and included in the employee's personnel file. Review process and any changes shall be documented and made public at least sixty (20) days in advance of review such that probationary employees are clear as to the content and process of the review.
3. After receiving documentation from the employees Peer Review, the EMPLOYER may promote the employee to On Call or Regular status, terminate the employee, or allow an extended probationary period not to exceed twenty (20) additional shifts.
4. If the Peer Review Committee fails to perform their duties in a timely manner, hiring and/or evaluation shall be the sole responsibility of Management. Peer Review shall not be denied if Regular Employees are unavailable due to workload, and will be rescheduled to the earliest possible time.
5. Probationary employees shall not be present at their Peer Review evaluation.

SECTION C - Job Security

1. Employees shall be scheduled to work as many scheduled shifts as are available, if desired, up to five (5) shifts of work per week. If more than one employee desires an available shift, that shift shall be assigned to the most senior employee (except where employees lack a Class A or Class B driver's license, physical ability, and/or training required to drive recycling trucks and provide recycling services)

2. Date of Hire shall be the first day worked.
3. Management shall apprise employees in writing of his/her personnel category at time of hire or when any change occurs.
4. No Regular Employee working consistently scheduled shifts shall be required to work additional shifts.
5. The EMPLOYER shall maintain a current list of On-Call employees, including number of shifts worked and original date of hire.
6. On Call employees shall be contacted in order of seniority, by telephone, to fill available shifts. Each employee contacted shall have ten (10) minutes to contact the EMPLOYER to accept work. If employee refuses open shift(s) or fails to respond to a call for work in the allotted time, EMPLOYER shall contact the next senior On Call employee.
7. Management shall attempt to fill available shifts as soon as possible. Management shall record all attempts to fill On Call shifts for the purposes of documentation in case of disputes.
8. In the case of an emergency, where there is need to fill a shift in a timely fashion, management may contact any On Call employee who can fill an available shift in a timely fashion (e.g. an On-Call employee who lives closest to the Ecology Center). Management shall document all emergency situations and said documentation shall be available to the UNION for review upon request.
9. Available shifts not filled by Regular Employees shall be filled in the following order:
 - a) The most senior employee from a list of qualified On-Call Ecology Center Recycling Employees,
 - b) Qualified probationary employees,
 - c) Qualified IWW UNION members from CCC / Buyback who desire additional employment If available,
 - d) Qualified outside sources.
10. On-Call and Probationary positions shall not be created for purpose of destroying eligibility of benefits, but may be created based on workload demands.

SECTION D - Crew Chief

1. **Qualifications.** Candidates for Crew Chief must be Driver A (unless no recyclers with Driver A status are available) and must have completed Crew Chief training.
2. **Temporary Crew Chief Assignment.** Temporary Crew Chief shall be assigned on an incident-by-incident basis. Assignment shall begin when the temporary crew chief is needed and shall continue until no longer needed, and shall have no time limit.
3. **Temporary Crew Chief Rotation.** Temporary Crew Chief shall be offered to the most senior eligible recycler with Crew Chief qualifications. If the most senior eligible recycler accepts the assignment, the next temporary crew chief assignment shall be offered to the next most eligible senior Crew Chief Qualified recycler. If the most senior eligible recycler declines the assignment or is unavailable, the next most senior eligible recycler shall be offered the Temporary Crew Chief assignment. If the least senior eligible recycler accepts temporary Crew Chief assignment, rotation shall return to the most senior candidate next incident. If no employee volunteers for the assignment out of necessity, one crew member selected by management or its designee will be assigned to this duty.
4. **Temporary Crew Chief Eligibility.** Rotation shall begin with the most senior Crew Chief qualified recycler and continue as described in the previous paragraph. If an eligible recycler declines one or more assignment during the rotation, they shall again be offered temporary assignment, in order of seniority, each time temporary crew chief is needed, until the rotation of crew chief candidates is completed. Rotation shall skip qualified candidates who accepted previous temporary assignment until the least senior eligible recycler accepts temporary Crew Chief assignment.
5. **Permanent Crew Chief Selection.** If a permanent Crew Chief assignment, i.e. one with an indefinite timeline, is required, all recyclers with Crew Chief qualifications may apply for the position. If more than one candidate applies for the position, candidates shall be evaluated as

outlined in Peer Review. If more than one candidate is equally qualified and receives equally adequate Peer review, the most senior candidate shall be chosen.

ARTICLE VI JOB CATEGORIES AND DESCRIPTIONS

SECTION A - Job Categories

1. Route Driver

Route driver is responsible for overall route collection performance on a bid route. Ensures regular washing, inspecting, and reporting condition of truck through the Daily Vehicle Inspection Report (DVIR), adding fluids, noting leaks and cleaning up spills with approved absorbents, and making adjustments according to operating procedures; driving routes and collecting all set-outs, collecting missed pick-ups as assigned, delivering curbside carts, insuring quality control of materials, providing information to customers, tracking the number of set outs, proper placement of empty carts, weighing and dumping materials when returning to yard and performs other duties as outlined in the Operations Manual. Route Drivers train new drivers on route, and serve on various committees including Peer Review Committees as established elsewhere in this contract. A commercial class A or B license in good standing with air brake certification, ability to complete the required DVIR, and seniority shall qualify an employee for employment as a Route Driver.

2. Associate Driver

Associate Drivers service hard to collect accounts and missed pick-ups utilizing a specialized collection vehicle. Associate Driver also performs miscellaneous tasks including, but not limited to insuring quality control of materials, providing information to customers, tracking the number of set outs, placement of empty carts, weighing and dumping materials when returning to yard. Associate Driver is also responsible for the washing, delivery, maintenance and repair of curbside carts. Associate Driver may be required to perform additional duties including site clean-up and special projects. Associate Driver is also responsible for washing vehicles, collecting and delivering vehicle parts and assisting with maintenance repairs. Associate Driver may be called upon to answer hotline calls, and performs other duties as outlined in the Operations Manual. Associate Driver fills in for Route Drivers as needed and is paid at the corresponding Route Driver pay for those shifts. A commercial class A or B license in good standing with air brake certification, shall qualify an employee for employment as an Associate Driver.

3. Crew Chief

Performs all of the duties of a Driver, except for days when sufficient scheduled staffing is available to cover all routes, and the following additional duties: Assures that all routes are covered with enough personnel, and that all customers are serviced each collection day; Monitors radio calls, communicates with all Drivers to assure route completion, investigates missed pick-ups and assures their collection. Advises Recycling Director on the condition of the collection vehicles and needed maintenance; Assists in training newly hired personnel; Performs route audits and insures that route books and maps are correct. When not working on route, other duties may include assisting with maintenance repairs, organizing parts inventory and tending to customer service needs. In the absence of Management, the Crew Chief responds to Driver accidents and other emergencies. In order to assist with route changes and fairness issues, the Crew Chief may be scheduled to work on any given route on any given day to perform a route audit. The Driver displaced from his or her route will be scheduled other work that day. The Crew Chief will be paid an assumed eight (8) hour day with the additional provision that he/she continues working until the last Driver weighs out or until all assigned work for the day is completed, provided that not more than eight (8) hours per day of work will be required unless due to an emergency or reassignment. Crew chief shall not have the power to unilaterally hire or fire any employee.

The Crew Chief position exists on an as-needed basis. Should the needs of Management change, the designated Crew Chief will revert to Driver status and pay.

4. Special Duty

A Special Duty worker performs miscellaneous tasks including but not limited to cleaning, repairing, preparing, and delivering curbside carts, collecting missed pickups, sweeping the yard, circulating educational material to households, answering hotline calls, washing vehicles, collecting and delivering vehicle parts and assisting with maintenance repairs.

SECTION B - Route Assignments

Designated weekly bid routes will be assigned to Employees with the most seniority as Route Drivers through consensus between employees. If no consensus is reached, a sign-up for each route will take place and routes will be assigned by Driver seniority. Every six months, each Employee will be rotated to a new route unless through consensus, the Employees agree to allow individuals to keep the same route. If no consensus is reached, Employees must rotate to a different route but will again be able to sign-up with first choice of his/her new route, assigned by Driver seniority. Employees with the least seniority in the Driver classification that are not eligible to sign-up for a bid route assignment will be designated “Associate Drivers” and work as such or as substitute Route Drivers as needed due to absences or other duties as assigned. The goal of route assignments is to provide a higher level of customer service through consistent route management by the Employees. The Employees may elect by consensus or majority vote to extend a rotation period. Route and truck assignments may be changed temporarily to conduct route audits or to ensure optimal safety by moving a more experienced Driver to a more difficult driving route when less experienced substitute Employees are working.

SECTION C - New Positions

The EMPLOYER shall notify the UNION in writing within 48 hours before creating any new job classifications pertaining to curbside recycling collection. The EMPLOYER shall not create any job classifications that undermine or contradict this Agreement. Should any new classifications be created, the EMPLOYER and the UNION shall meet to negotiate pay and job classification.

ARTICLE VII COMPENSATION

SECTION A - Basic Hourly Wage

Position	Jul 1, 2016 Current	Jan 1, 2017 Increase	Jan 1, 2018 Increase	Jan 1, 2019 Increase	Jan 1, 2020 Increase
1. Route Driver					
Route Driver C (Probationary)	\$25.82	3%	3%	3%	3%
Route Driver B (> Probationary and ≤ 520 shifts)	\$29.92	3%	3%	3%	3%
Route Driver A (≥ 521)	\$32.26	3%	3%	3%	3%
2. Associate Driver					
Associate Driver C (Probationary)	\$23.47	3%	3%	3%	3%
Associate Driver B (> Probationary and ≤ 520 shifts)	\$25.82	3%	3%	3%	3%
Associate Driver A (≥ 521)	\$29.92	3%	3%	3%	3%
3. Crew Chief	\$34.62	3%	3%	3%	3%
4. Special Duty	\$23.47	3%	3%	3%	3%

SECTION B - Pay Classifications

1. Probationary drivers will receive Associate Driver C pay.
2. After passing probation, Associate Drivers driving regular solo routes shall receive Route Driver B pay until he/she has worked 520 shifts after which they shall receive Route Driver A pay for those shifts.
3. After passing probation, Associate Drivers shall receive Associate Driver B pay until he/she has worked 520 shifts after which they shall receive Associate Driver A pay.
4. When a regular bid route becomes available, the most senior non-probationary Associate Driver will be advanced to Route Driver. An Associate Driver B would become a Route Driver B, an Associate Driver A would become a Route Driver A.
5. A Route Driver B shall be advanced to Route Driver A after 520 shifts.
6. On-Call employees shall receive pay according to Section A.

SECTION C - Pay Period

Pay period is biweekly and runs Sunday through Saturday.

ARTICLE VIII HOURS OF WORK

SECTION A - Standard Hours

1. **Work Day:** The work day shall begin at the designated start time and end precisely eight hours after the commencement of the work day, excluding one thirty-minute lunch break. All work performed in excess of eight hours shall be paid at one and one-half (1½) times the hourly pay rate. If, in any weekly period (Sunday through Saturday) the actual hours physically worked totals more than forty (40) hours, the hours in excess of forty (40) will be paid at one and one half (1½) times the hourly pay rate. No more than eleven (11) hours driving shall be required in any one work day. In the event that a Route Drivers' shift meets this limit, the Route Driver will close out his DVIR, and another driver shall assume the role of Route Driver, begin a new DVIR, and take over all vehicle operations at that point.
2. **Absence and Tardiness:** Any route worker who cannot attend a regularly scheduled work shift due to illness must call in sick no later than 45 minutes before the designated start time on the day of the scheduled shift. In the event a worker is tardy more than five minutes after the designated start time the amount of time he/she is tardy shall be deducted from that day's pay in 15 minute increments (i.e. if late more than five minutes, one quarter (1/4) hour will be deducted from that day's pay; if more than fifteen minutes late, one half (1/2) hour will be deducted from that day's pay.)
3. **Changes to Start Time:** Management shall announce all changes to start time to employees, and to the UNION in writing, sixty (60) calendar days in advance. Management shall seek to establish the start time so as to minimize traffic and other impacts on drivers.
4. **Shift Initiation:** The first fifteen (15) minutes of a shift are reserved for route preparation, fulfillment of truck inspection and related duties, and any necessary adjustments to daily routing and re-assignment. After all work has been assigned and trucks have been inspected, drivers may leave the site and proceed towards their routes.

SECTION B - Assumed Work Days

Assumed work days will be paid to Employees who complete his or her assigned work for the day previous to an eight (8) hour day. Assumed work days will be paid based on the Employee's pay classification in **ARTICLE VII** as follows:

1. **Standard Shifts:** The work day will be determined on an assumed eight (8) hour basis. On the assumed eight (8) hour day recyclers will be paid for eight (8) hours at the hourly rate specified in **Article VII** for every day worked, once all assigned work for the day has been completed.
2. **Half-Shifts:** Assumed four (4) hour days can be arranged for special purposes by mutual consent of individual workers and Management. Four-hour days shall be counted as "Half-shifts" for the purposes of seniority.

3. **Associate Driver / Special Duty:** No worker shall be paid less than four hours for Associate Driver, or Special Duty assignment. After completing four hours' work, both categories shall be paid hourly until the completion of such work. Any Associate Driver or Special Duty assignment that exceeds four hours shall be counted as a Standard shift for the purposes of probation.

SECTION C - Overtime

1. **Definition of Overtime:** Any work hours offered or required in excess of an eight (8) hour day or a forty (40) hour week shall be paid at one and one-half (1½) times the normal hourly pay. Any work performed on Saturday will be paid at one and one-half (1 ½) times the normal hourly pay. Any worked performed on Saturday in excess of an eight (8) hour day or any work performed on Sunday in excess of a forty (40) hour week, or Paid Holidays shall be paid at double (2) times the normal hourly pay.
2. **Authorization of Overtime:** All overtime worked by an Employee should be authorized in advance by Management, if possible. Otherwise, the claim for overtime shall be subject to review. Overtime shall be paid if caused by unavoidable situations such as a truck breakdown. If it is not possible to secure authorization in advance, the Employee shall record the overtime on the day overtime is worked and the reasons therefore on a record made available by the Ecology Center and give the same to the supervisor at the earliest opportunity.
3. **Distribution of Overtime:** The EMPLOYER shall use its best efforts to distribute overtime work among regular Employees on an equitable basis. Overtime shall be offered according to highest seniority and required, if necessary to complete operations, according to lowest seniority.

SECTION D - Reassignment

1. **Order of Reassignment** - In the event that not enough Employees report to work to cover all of the routes, or in the event that not enough safe, functioning recycling trucks are available to cover all scheduled routes for any given workday, the extra work will be reassigned in the following order:
 - a) Regular Employees who volunteer,
 - b) On Call Employees who volunteer,
 - c) Probationary Employees who volunteer,
 - d) Management assistance at its discretion,
 - e) Mandatory reassignment through consensus among the Employees, or
 - f) Mandatory reassignment by Management in reverse order of seniority if none of these options are available.

If more than one employee desires Reassignment, routes shall be assigned in order of seniority.

2. **Compensation** - Any route worker scheduled to work reassignment after completing his/her originally assigned work for that day will be paid eight (8) hours for his/her route plus additional hours at the same pay rate for the time required to complete the reassigned work. Reassignment hours will only be paid one and one half (1½) times the regular pay if the total hours worked exceeds eight (8) hours in a single day or forty (40) hours in a seven (7) day period. No Employee shall be required to physically work more than ten (10) hours in a day.
3. **Notification** - If a route worker is reassigned, he/she must call the office upon completion of his/her regular route to notify the Management or the Crew Chief if Management is unavailable. Reassignment pay will begin at the time the Employee begins the reassigned work and end when the Employee parks his/her collection vehicle. No Employee shall work more than three (3) shifts of reassignment within five (5) working days unless absolutely necessary.

SECTION E - Rest and Meal Periods

1. All Employees covered under this agreement shall be entitled to one (1) paid break of 15 minutes for each four hours actually worked.
2. All Employees covered under this agreement are entitled to and must take an unpaid 30 minute meal period for shifts in excess of 5 hours.

SECTION F - Company Related Court Cases

Employees currently employed by the Ecology Center subpoenaed as witnesses for a company related court case shall be reimbursed for all time lost and reasonable expenses incurred.

SECTION G - Off Hours

No company meetings requiring the attendance of an Employee shall be scheduled on Employee's own time. Employees shall be paid at the scheduled rate of pay for all company meetings he/she is required to attend.

ARTICLE IX SICK LEAVE

SECTION A - Accumulation

Each Employee shall accumulate sick leave at the rate of .0462 hours per regular hour worked (as defined in **Article X, Section A**) not to exceed ninety-six (96) hours per year.

SECTION B - Eligibility

All Regular Employees are eligible to use accrued paid sick leave. On Call Employees will only be eligible to use accrued sick pay only when calling in sick on a day he/she is scheduled to work.

SECTION C - Payment of Sick Leave

Sick leave shall be paid for the Employee's scheduled working days up to a maximum of five (5) days, forty (40) hours per week. Paid sick leave shall be counted as time worked for purposes of computing vacation and seniority.

1. **Buy Out:** For accrued sick hours each non-probationary Employee will have the option to "buy out" or "bank" accrued sick hours every three (3) months. A minimum of twenty-four (24) hours must remain in the bank and a maximum of eighty (80) hours may remain in the bank at each three (3) month buy out period. Each Employee can buy out all accrued sick hours minus 24 hours, or buy out a percentage above 24 hours as long as the remainder does not exceed 80 hours total. Any hours exceeding 80 at the buyout period will be bought out automatically.
2. **Severance:** On resignation, discharge or death, a non-probationary Employee eligible for sick pay buy out or his/her designated beneficiary or estate shall be paid for all unused accumulated sick leave.

SECTION D - Proof of Disability

The EMPLOYER can require a physician's certificate before an Employee receives payment for sick leave if absent two (2) days or more due to illness. If a physician's certificate is not presented upon request of Management, the time off will be considered an unexcused absence and the Employee will be disciplined accordingly. If an Employee calls in sick the same weekday one week after a paid holiday Management may require a physician's certificate.

SECTION E - Family Medical Leave

In accordance with state law, at least one half of accrued sick leave may be used by an Employee to care for an ill family member or registered domestic partner. Proof of Disability as outlined in **Article IX**,

Section D is required to receive sick pay while caring for an ill family member or registered domestic partner.

SECTION F - Integration of Disability or Workers' Compensation Benefits

Payment of sick leave shall not affect and shall be supplementary to disability payments or Workers' Compensation. An Employee entitled to disability or Workers' Compensation benefits may receive, upon written request, in addition thereto, such portion of accumulated sick leave as will meet but not exceed the standard earnings of such Employee for his/her normal work week, up to a maximum of five (5) days. Sick leave pay subject to integration with Unemployment Compensation Disability (UCD) or Workers' Compensation (WC) shall be paid promptly even if information as to the precise amount of UCD and WC payments is not immediately available.

SECTION G - Sick Leave During Vacation

An Employee becoming injured or sick while on vacation is eligible to utilize unused sick leave, instead of vacation time, provided the Employee is admitted to a hospital and presents proof of admittance to Ecology Center Management upon returning to work.

SECTION H - Sick Leave Account

The EMPLOYER will provide the accrued vacation and sick leave information for each Employee every pay period.

SECTION I - Appointments

Earned sick leave shall be granted to an Employee where circumstances make it impossible to schedule a doctor or dental appointment during non-working hours. When it is necessary to schedule an appointment during working hours, an Employee, insofar as possible, shall endeavor to schedule such appointments at the beginning or at the end of the Employee shift. Advanced notice of at least forty-eight (48) hours shall be given by the Employee.

ARTICLE X VACATIONS

SECTION A - ELIGIBILITY

1. After working one-hundred-thirty (130) shifts, Regular Employees may take vacation days off with pay in place of regularly scheduled work days with management approval. All Regular Employees will accrue the following vacation benefit for each hour worked:

For Continuous Employment:	Hours of Vacation accrued per regular hour worked:
During the first 3 Years	.0385 (80 hours per year)
After 3 Years	.0577 (120 hours per year)
After 4 Years	.0615 (128 hours per year)
After 5 Years	.0692 (144 hours per year)
After 6 Years	.0769 (160 hours per year)
After 7 Years	.0846 (176 hours per year)
After 8 Years	.0885 (184 hours per year)
After 9 Years	.0923 (192 hours per year)
After 10 Years	.0962 (200 hours per year)
After 11 Years	(208 hours per year)
After 12 Years	(216 hours per year)
After 13 Years	(224 hours per year)
After 14 Years	(232 hours per year)
After 15 Years	(240 hours per year)

2. Regular hours worked includes normally scheduled work hours that are either worked or taken as vacation, holiday, or sick pay. For example, a regular worker will receive vacation accrual based on a forty (40) hour work week for fifty-two (52) weeks a year, or 2080 hours annually, provided no leave of absence occurs. Vacation hours will not accrue for overtime or reassignment hours worked.
3. Upon achieving Regular Employee status, employees shall accrue vacation time based on the total number of shifts worked since their date of hire.
4. **Agreement Implementation:** All vacation time accumulated by Employees under all previous agreements will be carried over to this contract.
5. **Accrual limits:** Vacation pay will not accrue past 240 hours; Employees will be able to view their accrued vacation hours on their pay stub and are encouraged to schedule their vacation so as not to reach their 240 hour accrual limit.

SECTION B - Scheduling Of Vacation

1. **Selection Procedure:** All desired vacation must be requested at least one (1) week in advance with the Recycling Director, except as outlined in subsection 5 (below). Vacation times are scheduled according to seniority and workload except as outlined in subsection 5 (below).
2. **Scheduling:** Annual sign-ups for vacation will occur in the week of February 15th of each year. Vacation choices will be offered by company seniority. If an Employee with the most seniority does not choose his/her desired days off during the twelve (12) month period, the next most senior Employee will be offered first choice and so on until all Employees have had an opportunity to select his/her desired days off. Once an Employee has selected the days off desired, he/she cannot be bumped by a more senior Employee. Employees may exchange scheduled vacation days with one another. All Employees will be expected and encouraged to schedule some time off during each twelve (12) month period.
3. **Special Requests:** An Employee may take 160 hours of accrued vacation or more at one time only by mutual consent of the Employee and Management. Employee must make request for extended vacation at least one (1) month in advance.
4. **Denied Vacation Requests:** Management will make every effort to honor all vacation requests. However, Management reserves the right to deny vacation requests during times when an Employee's absence would unfairly burden the rest of the crew or no on-call employees are available. No Employee will lose accrued vacation time due to Management's refusal to schedule a vacation request. Management may require a physician's certificate if Employees are denied vacation time and fail to show up for work on the days requested to be off.
5. **Vacation in lieu of sick time:** Employees who have exhausted all of their available sick time may request vacation pay instead.
6. **No Seasonal Ban:** A request for vacation shall not unreasonably be denied because of the season of the year. However, no more than one (1) week of consecutive vacation may be taken between December 15th and January 15th of any year without crew consensus unless off due to an extended leave of absence.
7. **Vacation Account:** The EMPLOYER will provide the accrued vacation and sick leave information for each Employee every pay period. Employees will only receive payment for vacation that is already accrued. There will be no advances made on expected future vacation accrual.

SECTION C - Vacation Pay at Termination

Any Employee who is eligible for vacation under the terms of this Agreement and whose employment has been terminated shall be paid the value of the remaining accrued vacation.

SECTION D - Leaves of Absence

Scheduling a leave of absence will be subject to the same conditions as outlined in **Article X, Section B**, though scheduling of vacation time receives priority over scheduling of a leave of absence.

1. **Personal Leave of Absence:** After one (1) year of continuous employment Regular Employees may request unpaid leave of up to one (1) year. The leave must be one continuous segment of time and a personal leave may only be taken once every three (3) years. The Employee must provide the EMPLOYER with a written request and document the reasons for the leave at least thirty (30) days in advance. The Employee must also notify the EMPLOYER about his/her intention to return to the job thirty (30) days before the expected return date in order to retain employment. Seniority will be frozen during the leave for purposes of benefit accrual of sick or vacation time while on leave. Health and dental coverage will only be offered through COBRA at Employee's expense for leaves greater than thirty (30) days.
2. **Medical Leave of Absence:** For non-work related injuries or illnesses, Employees that have completed at least six (6) months of continuous employment may take up to one (1) year of unpaid medical leave while retaining their UNION seniority and position. The Employee must provide Management with a written request for a leave as well as documentation from a certified physician explaining the need for the leave. All accrued sick hours must be used while on medical leave. No holiday pay will be paid if the leave is greater than thirty (30) days and no accrual of sick or vacation time will occur. If the medical leave is longer than one (1) year in duration, the Employee will have to wait for a position opening to return to work unless there is a temporary filling a position. Health and Dental coverage will be paid by the EMPLOYER for the first three (3) months of a medical leave and then will be available through COBRA at the expense of the Employee.
3. **Maternity/Paternity Leave:** Employees who have completed at least six (6) months of continuous employment may take up to twelve (12) months of unpaid maternity/paternity leave upon the birth of a child or adoption of a child that is five years or younger. This time may be taken up to three (3) months before the due date and the rest during or after delivery, or the full twelve (12) months after delivery. Leave may not begin after 13 months after the birth or adoption of a child. All accrued sick hours must be used during this period. Health and Dental coverage will be paid by the EMPLOYER for the first three (3) months of leave and then will be available through COBRA at the expense of the Employee. There will be no accrual of sick or vacation time during this period and no holiday pay. EMPLOYER shall follow any requirements set by the State of California for disability or maternity leave.

SECTION E - Bereavement Pay

Regular Employees are entitled to five (5) days with pay for the purpose of attending a funeral or performing the religious traditional observance on the occasion of the death of a: parent, spouse, registered domestic partner, child, brother, sister, current mother-in-law, current father-in-law, step-parent, step-brother, step-sister, step-child, or grandparent. Leave will be offered for the death of others up to five (5) days without pay. Employee may elect to use sick or vacation time to extend a bereavement leave for an additional five (5) days. Once the Employee satisfies the EMPLOYER with proof of death, the bereavement leave will be paid without delay.

SECTION F - Jury Duty

Employees serving jury duty shall receive the difference between jury pay and regular daily rate of pay for each day reporting to jury duty and on which the worker would normally have worked. Written proof of jury duty must be submitted to Management to receive pay while on jury duty. If one employee has already served ten or more days of paid jury duty leave and is still on such paid leave, and a second employee is called for jury duty, the second employee shall be paid for no more than five days of documented leave.

SECTION G - UNION Duty Leave

Upon written request by UNION at least forty-eight (48) hours in advance, the EMPLOYER may grant unpaid UNION Leave to employees if scheduling and staffing permit. Every reasonable effort shall be made by the EMPLOYER to accommodate such requests. Only one employee at a time may take

UNION Leave, and it shall not exceed two consecutive days, or five total days per employee. UNION Leave shall not exceed 10 total days for the crew per year.

ARTICLE XI HOLIDAYS

SECTION A - Recognized Holidays

1. The following eleven (11) holidays shall be recognized:

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents Day
César Chávez Day
Memorial Day
Fourth of July
Labor Day
Indigenous People's Day (Observed 2nd Monday of October)
Thanksgiving Day
Christmas Day
One Floating/Birthday Holiday, which may be on Employee's Birthday

2. **Fixed Holidays Determination:** The above designated holidays shall be observed on those days designated by federal and state law. Floating / Birthday Holiday must be taken as a day off with pay, and must be scheduled at least one (1) week in advance with the Recycling Director. Birthdays will only be paid surplus holiday pay if Employee is denied a day off with pay on his/her birthday due to staffing needs unless Employee agrees to take a different day off.

SECTION B - Eligibility

All Regular Employees shall be eligible for holiday pay.

SECTION C - Holiday Pay For On Call Employees

On Call Employee shall only be entitled to holiday pay when the holiday falls on a workday for that Employee. Regular Employees working less than five (5) shifts per week shall receive pro-rated holiday pay based on his/her ratio of scheduled hours per week to a forty (40) hour work week when a holiday falls on a non-scheduled work day.

SECTION D - Holiday Pay during Scheduled Vacations

When a holiday falls during an employees' scheduled vacation period, the employee shall be paid an additional days' pay. Employees may choose to receive holiday pay rather than vacation pay for unworked holidays during a scheduled vacation.

ARTICLE XII GROUP HEALTH AND DENTAL PLANS

SECTION A - Scope

The EMPLOYER will enroll all eligible Regular Employees who elect coverage in a "Comprehensive Health Benefits Plan", as chosen by the Ecology Center Board of Directors. The baseline plan shall be established as the "Kaiser \$30 Co-Pay" plan. The EMPLOYER shall not change the baseline plan offered for a materially lesser plan without the consent of a majority of the Employees covered under this Agreement. Any proposal to change the health plan must be submitted to the UNION in writing within forty-eight (48) hours.

SECTION B - Eligibility of Employees

Full Health Care coverage shall be available to all Regular Employees covered under this agreement who work at least seventy-eight (78) shifts within six (6) calendar months.

SECTION C - Employee Coverage

The cost of health and dental insurance will be paid by the EMPLOYER for all eligible Employees.

SECTION D - Family Medical Coverage

Dependent coverage: Dependent shall be defined as wife, husband, registered domestic partner, and/or child. Coverage for dependents applies only to medical insurance.

Dependents shall be eligible for health care coverage at the same time as the employee as defined in **ARTICLE XII, SECTION B**.

Only employees eligible for Full Health Care coverage (as outlined **ARTICLE XII, SECTION B**, above) shall be eligible for Dependent coverage

SECTION E - Coverage During Disability

The EMPLOYER will continue 100% coverage of an Employee who is unable to perform his/her regular job duties due to a work-connected injury or illness as determined by the Worker's Compensation Appeals Board during such disability up to a maximum of six (6) months.

ARTICLE XIII PHYSICALS, DRUG/ALCOHOL TESTING

SECTION A - Pre-Employment

Medical examinations and drug testing are required for all new hires and will be paid for by the EMPLOYER. This exam will determine if the Employee is physically qualified to perform the work assigned.

SECTION B - During Employment

Periodic medical examinations are required for all Employees qualified as Drivers, with a Class A or B Driver's license, by the Department of Transportation (DOT). The EMPLOYER will pay for the cost of the DOT required examination for Part-time and Full-time Employees during the course of employment.

Random drug testing of Class A and B Drivers is required by federal law. Employees testing positive for drugs or alcohol during a random test will be subject to the terms of the Ecology Center Substance Abuse Policy (attached hereto as Exhibit A). As required by law, any Employee under suspicion of using drugs and alcohol while on the job will be required to submit to a drug or alcohol test immediately provided the Reasonable Suspicion guidelines of the Ecology Center Substance Abuse Policy are clearly followed.

Disciplinary action required as per the substance abuse policy will be implemented in the event of any positive drug or alcohol test results. The EMPLOYER reserves the right to modify the substance abuse policy as needed or if a change in any federal, state or local laws require modification.

ARTICLE XIV SENIORITY AND LAYOFFS

SECTION A - Seniority

1. **Definition:** It is agreed by the parties of this contract that company seniority shall be followed in all decisions pertaining to the following items – layoff, overtime, reduction in work force or hours, reorganization, vacation, and the like unless otherwise stated in this agreement. Seniority shall be determined by date of hire, provided that seniority shall have no application during probation. Each assumed eight-hour work-period shall be considered one shift, regardless of the actual hours worked.

2. **Seniority List:** The EMPLOYER shall maintain a seniority list and provide UNION with an up-to-date copy as changes occur.
3. **Transfer of Ownership:** In the event of purchase, transfer or merger of companies, workers seniority under this Agreement shall be preserved.

SECTION B - Temporary Lay Off

Temporary layoff of Regular Employees shall be conducted on the basis of seniority. If more than one Regular Employee is temporarily laid off, the employee with the greater number of shifts worked shall be considered last for layoff and first for reemployment.

The EMPLOYER will utilize voluntary reduction of hours prior to imposing a reduction as provided above, if in its opinion such a reduction will meet its needs. The EMPLOYER further agrees that this temporary layoff provision shall not be used to circumvent the indefinite layoff procedures set forth below.

SECTION C - Position Elimination

The EMPLOYER shall notify and meet with the UNION prior to any layoff or position elimination to evaluate alternatives. Management reserves the right to eliminate positions without approval by the UNION. Any layoff, including position elimination, shall be conducted according to company seniority. Should the EMPLOYER recreate the eliminated position, it shall be offered first to the last Employee who held that position.

In the case of an indefinite layoff, including position elimination, layoffs shall be conducted on the basis of company seniority.

Employees with seniority who are subject to position elimination shall, in lieu of layoff, be offered, in order of seniority, any vacancy which provides at least the equivalent number of hours and for which he/she is qualified. If there is no such vacancy, such Employee(s) shall be offered the position of the least senior Employee in the company which will provide at least the equivalent number of hours of work and for which he/she is qualified.

A Regular Employee, who is laid off for any reason shall be entitled to be placed on the On Call employee list, in order of seniority, based on the number of shifts worked.

SECTION D - Reduction in Work Force or Hours

The EMPLOYER shall notify and meet with the UNION concerning any reduction in the work force or reduction in the available hours of work prior to implementation of a reduction in hours or positions. Management reserves the right to reduce the work force or number of work hours without approval from the UNION. In the event of a reduction in the work force or available work hours, at the request of the UNION or the EMPLOYER, the parties shall investigate the feasibility of a work-share arrangement among Employees and may, by mutual agreement, institute such a work-share arrangement.

SECTION E - Employment Status

After passing probation, as outlined **Article V, Section A 2** employment shall only be terminated by voluntary resignation or dismissal for just cause, twelve (12) consecutive months of layoff without recall to a regular position. In cases where Employee is terminated and said Employee is later rehired, the Employee shall, upon reemployment, be considered as a new Employee.

SECTION F - Severance Pay

In the event of a permanent layoff, (position elimination) due to a lack of work, the EMPLOYER will offer severance of one (1) week's pay for each year of service, up to a maximum of six (6) week's pay. A

minimum of one (1) year of service is required to qualify and partial years of more than one (1) year of service will be pro-rated based on the average number of shifts worked per week during the entire length of service.

SECTION G - Voluntary Resignation by On Call Employees.

Employees not working a permanent regular schedule may request, in writing, to be removed from the list of On Call employees at any time. Removal from the On Call list shall be considered voluntary resignation from the Ecology Center. Any employee wishing to return to the On Call list after voluntary resignation shall be considered a new, probationary, employee.

ARTICLE XV UNIFORMS RAIN GEAR AND WORK BOOTS

SECTION A - Uniforms and Work Boots

1. **Uniforms:** The EMPLOYER shall issue at least two but no more than six sets of uniforms including, but not limited to safety vests and shirts to all non-probationary employees per year. Regular Employees shall be issued uniforms equivalent to the number of shifts worked per week plus one additional set per year.
2. **Pants and Footwear, and Raingear:** The EMPLOYER will provide \$400 semi-annually for the purchase of suitable footwear and pants and raingear for each non-probationary Employee. Regular Employees shall receive \$100 if averaging one or two shifts worked per week, \$200 if averaging three shifts worked per week, \$300 if averaging four shifts per week, and \$400 if averaging five shifts per week. Semi-annual uniform disbursements shall be made on the last week of February, and the last week of August.
 - a) The protective footwear purchased must comply with the American Society for Testing and Materials (ASTM) standard F2413-05, formerly the American National Standards Institute's (ANSI) Z41-1999. This standard covers minimum requirements for the design, performance, testing and classification of protective footwear. Footwear certified as meeting ASTM F2413-05 must first meet the requirements of Section 5.1 "Impact Resistant Footwear" and Section 5.2 "Compression Resistant Footwear". All footwear manufactured to the ASTM specification is marked with the specific portion of the standard with which it complies. One shoe of each pair will be clearly and legibly marked (stitched in, stamped on, pressure-sensitive label, etc.) on either the surface of the tongue, gusset, shaft, or quarter lining.
 - b) EMPLOYER will require all curbside employees to wear footwear with the minimum (ASTM) standard F2413-05 rating of:
 - I/75 = Impact rating of 75 (foot pounds)
 - C/75 = Compression rating of 75 (2500 lbs. of pressure)
 - c) Workpants purchased must be dark blue or black khaki-styled work wear made by Ben Davis, Dickies, or comparable brand.
 - d) Raingear must be lime green and meet Class 3 ANSI/ISEA 207-2006 high visibility/conspicuity requirements.

SECTION B - Safety Equipment

The EMPLOYER will provide gloves, safety glasses, safety vests, hard hats, and earplugs on an as-needed basis. Employees must turn in old equipment to receive replacements. Employees will be responsible for lost equipment beyond the following annual allotment of:

12 pairs of gloves
1 hard hat
2 safety vests
2 safety glasses

Employees will be responsible for keeping track of these articles and for maintaining them. In the event of loss or negligent care, the Employee will be responsible for replacement. Employees will purchase items in accordance with EMPLOYER guidelines and specifications and must wear protective gear during work hours including raingear during rainy days.

SECTION C - Fair Trade and/or UNION Made Gear

The EMPLOYER shall provide UNION made and/or fair trade certified uniform clothing whenever it is practical.

ARTICLE XVI VIOLATION OF PROCEDURE & DISCIPLINARY ACTION

SECTION A - Policies and Procedures

The EMPLOYER expects competent and professional performance from all of its Employees and agents, including behavior in accordance with the Safety and Operations Manual, and quality customer service. Policies will be posted to be visible to Employees and will be repeated verbally on occasion during weekly operations meetings.

SECTION B - Disciplinary Action

Failure to abide by the Ecology Center policies and Management directives, including the Safety and Operations Manual, will result in the disciplinary procedures outlined in the Disciplinary Action Chart (attached hereto as **Exhibit B**) attached.

Accidents: For clarification, all accidents within six months of the prior accident result in progressive discipline regardless of whether it is a major or minor accident. Said discipline shall be according to classification of the most recent accident.

For violations not specifically addressed in the Disciplinary Action Chart, the Grievance Committee shall meet and have discretion to issue verbal or written warnings and to suspend an Employee for a period not to exceed five (5) days. In the event that the Grievance Committee does not reach consensus on a disciplinary issue, Management reserves the right to issue disciplinary action in a manner consistent with similar violations.

Any worker may appeal a disciplinary action through the Grievance Procedure as outlined in **Article XVIII**.

If an employee subject to a suspension resulting from an accident seeks to convene the Accident Review Committee, as set forth in **Article III Section C**, said suspension shall be deferred pending the findings of the Accident Review Committee. To defer said suspension, the employee must inform the EMPLOYER of their request to convene the Accident Review Committee within seventy-two (72) hours of the disciplinary action.

SECTION C - Term of Disciplinary Action

Verbal and written warnings for minor violations of procedure shall remain on file for six (6) months. Unless a second violation occurs during those six (6) months, all references to the said verbal or written warning shall be removed from EMPLOYER files, excluding documents required to maintain by law, and shall not be used or considered for any purpose. If a second minor violation occurs within six (6) months, both violations will remain in the file until six (6) months pass without a violation. Minor violations are those in which a verbal warning is issued for the first offense. Major violations, those that result in a five (5) day suspension (or termination) for the first offense, shall remain on file indefinitely and may be referred to during that time period for determining progressive disciplinary action up to and including termination. All other violations and disciplinary actions shall remain on file and active for a

maximum of two (2) years, and may be used during that time period for determining progressive disciplinary action up to and including termination. After two (2) years, all references to said violations shall be removed from EMPLOYER files, excluding documents required to maintain by law, and shall not be used or considered for any purpose.

SECTION D - Driver Probation

All Employees classified as a Driver must have a valid Class A or B license as defined by the Employee Manual and be insurable by the Ecology Center insurance carrier. All Drivers whose licenses are suspended on points must notify Management immediately. If an Employee is considered uninsurable by the EMPLOYER's insurance carrier, or if an Employee's Driver's license is suspended for more than thirty (30) days, and a non-driving position is not available, employment may be laid off, suspended until employee driver qualifications are regained or terminated. If an Employee qualified as a commercial Driver fails to notify the Ecology Center Management that his/her license has been suspended, he/she will face disciplinary action.

ARTICLE XVII POSTING AND FILLING OF VACANCIES

SECTION A - Posting

Employee positions under this Agreement which are vacated or newly created shall be posted on the Employee bulletin board for ten (10) working days.

SECTION B - Preference in Filling Vacancies

Employees employed by the Ecology Center may apply for newly-created positions and shall be given preference in filling such positions on a seniority basis, provided the Employee is qualified to fill the position.

SECTION C - Training

Training may be made available for positions requiring more skills to candidates who demonstrate aptitude and interest and possess the minimum qualifications for the respective position.

ARTICLE XVIII ADJUSTMENT AND ARBITRATION

SECTION A - Grievance Procedure

Employees pursuing a grievance should consult the shop steward or authorized UNION representative within seventy-two (72) hours. The shop steward or UNION representative and Employee shall notify the EMPLOYER of the intent to grieve within the following seven (7) business days, and meet with the Recycling Director as soon as possible. If the Employee is unable to achieve satisfaction on the issue, a written grievance requesting a meeting of the Grievance Committee to discuss the issue should be sent to the Recycling Director. The Recycling Director shall then set a meeting to take place as soon as possible within the following seven (7) business days (time frame may be extended by mutual written consent).

If the grievance is not resolved with the meeting(s) of the Grievance Committee, the parties shall utilize the services of the East Bay Community Mediation (EBCM) for the purposes of mediating the dispute. The cost shall be borne equally between the UNION and the EMPLOYER. In the event that the grievance is not resolved within the meeting(s) with the EBCM, an arbitration conducted by an impartial arbitrator shall decide the grievance. The decision of the impartial arbitrator shall be final and binding upon the parties.

SECTION B - Arbitrator

An Arbitrator shall be chosen by mutual agreement between the UNION and the EMPLOYER. Expenses of any arbitration will be borne equally by the EMPLOYER and the UNION. However, each party shall bear its own expenses of representation and witnesses.

SECTION C - Probation Period

An Employee may be dismissed without recourse to the Grievance Procedure during the first one hundred twenty (120) shifts of employment, unless said dismissal violates any of the terms of this contract, in which case the grievance procedure shall be utilized.

SECTION D - Just Cause

The EMPLOYER shall have the right to discharge or assess disciplinary action for just cause. The Disciplinary Action chart attached (**Exhibit B**) sets forth a non-exclusive list of violations that constitute just cause.

An Employee may request to have a UNION representative at a meeting with the Ecology Center Management. Furthermore, the EMPLOYER shall advise an Employee in advance if a requested meeting may result in suspension or discharge of the Employee.

SECTION E - Personnel Records

1. **Access to Personnel Records:** The Employee and/or Employee representative and/or UNION representative, if authorized in writing by the Employee, may examine any written warning, formal evaluations, or written record of a verbal warning which is issued after the ratification date of this Agreement with respect to such Employee. Such material is not subject to the Grievance Procedure unless it results in or is relied upon to support future disciplinary action. The Employee may place in the file written comments regarding such material within two (2) weeks of the time of the inspection.

Authorized staff representatives of the UNION shall be allowed, at step two of the grievance procedure or later, upon request to the EMPLOYER (manager), to inspect appropriate material in personnel files which is related to an alleged contract violation if the Employee's written consent is presented to the EMPLOYER. In arbitration, the EMPLOYER will not submit any such material for which it has denied right of inspection to the UNION.

2. **Changes in Personnel Records:** In any case where agreement has been reached between the EMPLOYER and the UNION to make revisions in the personnel records, the UNION shall be allowed, upon request to the EMPLOYER, to inspect such personnel records.

SECTION F - Notice to the IWW UNION

The EMPLOYER shall mail or email copies of all documentation regarding any warnings (verbal or written), suspensions, or discharges given to Employees to the UNION (see Disciplinary Action chart for details) within forty eight (48) hours of such action, excluding holidays and weekends. The UNION has fourteen (14) calendar days from the date the notice is postmarked to file a written grievance on an Employee's behalf and request a meeting of the Grievance Committee.

ARTICLE XIX FINANCIAL DISCLOSURE AND ADVERSITY

SECTION A - Budgetary Disclosure

The EMPLOYER agrees to full budgetary disclosure with the UNION and will supply the UNION with a copy of each year's annual budget within seven (7) days upon request.

SECTION B - Financial Adversity

If, during the life of the Agreement, the EMPLOYER is seriously and adversely affected by change in the City of Berkeley contracts, competition by private or municipal recycling efforts, or other financial difficulty, the UNION agrees to meet with the EMPLOYER to discuss ways in which such financial adversity can be met and what modifications and deferrals shall be made, subject to mutual agreement.

ARTICLE XX PENSION PLAN

The EMPLOYER offers all non-probationary Employees the option of participating in an Employee contribution pension plan. The Employee has the option of contributing pre-taxed wages to his/her own individual account for the purposes of retirement up to federally regulated limits. EMPLOYER shall match each Ecology Center union employee contribution of \$1.00 with \$1.00 co-payment to a maximum of \$3,100.00 each year to each Regular Ecology Center UNION employee working four or more scheduled shifts per week. This amount shall be paid over the course of each year on pay period by pay period basis, and shall appear on the employee's pay stub. Employees are fully vested in their 401K plan.

ARTICLE XXI TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2016 and shall continue in effect without change, addition or amendment through June 30, 2020. If a new Agreement is not reached prior to June 30, 2016, or any subsequent anniversary date thereafter, the parties may, by mutual consent, extend the existing Agreement.

ARTICLE XXII UNION AS PARTY AT INTEREST

The UNION shall require its members to comply with the terms of this agreement. The parties agree that the maintenance of a peaceable and constructive relationship between the UNION, the EMPLOYER and the Employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual Employees or groups of Employees would, either as such individuals or groups, seek to interpret or enforce the contract on his/her own initiative of responsibility. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an award.

ARTICLE XXIII SAVINGS CLAUSE

If any term, provision or condition of this contract is held to be unlawful, illegal or in violation of the law in a final judgment, the parties will confer in an effort to agree upon suitable substitutions therefore, and if they fail to agree, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions hereof. The Arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that in such event the essence and spirit of the provisions so held illegal are desired to be retained to the extent permitted by law. Therefore, if any of the provisions of this agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or article of this agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

ARTICLE XXIV WORK NOW GRIEVE LATER

1. During the timeframe of this collective bargaining agreement the UNION agrees to pursue resolution to any and all disputes and grievances through the grievance procedure. In the event of any dispute or grievance the UNION shall submit in writing a notification of grievance to initiate the grievance procedure and agrees to the following terms:

- a. There shall be no interruption of work during the settlement of a grievance or dispute.
- b. The parties recognize the right of the EMPLOYER to take disciplinary action, up to and including discharge, against any or all employees who violate this article.

ARTICLE XXV MANAGEMENT RIGHTS

All rights not specifically addressed by this collective bargaining agreement shall remain exclusively reserved to the EMPLOYER. Thus, by way of example only, the EMPLOYER maintains the rights to terminate or discipline employees for cause, to layoff employees for economic reasons, to expand or cutback its business operations, and otherwise run its business as it deems to be in its best interests in accordance with its mission.

ARTICLE XXVI SIGNATURES

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so, hereby execute this Agreement titled: The Ecology Center / Industrial Workers of the World Collective Bargaining Agreement for July 01, 2016 – June 30, 2020.

SIGNED: WEDNESDAY JULY 6, 2016

FOR THE INDUSTRIAL WORKERS
OF THE WORLD:

FOR THE ECOLOGY CENTER:

Bruce Valde, IWW Delegate

Martin Bourque, Executive Director

Debbie Beyea, Deputy Director

Daniel Maher, Recycling Program Director

MEMORANDUM OF UNDERSTANDING

By and between
ECOLOGY CENTER, BERKELEY
And
INDUSTRIAL WORKERS OF THE WORLD
INDUSTRIAL UNION 670
(Representing the Municipal and Utility Service Workers)

July 1, 2016 to June 30, 2020

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the ECOLOGY CENTER, hereinafter referred to as the “EMPLOYER”, and INDUSTRIAL WORKERS OF THE WORLD, INDUSTRIAL UNION 670, hereinafter referred to as the “UNION”.

The UNION and the EMPLOYER agree that effective July 1, 2016:

In the event that a strike or labor dispute arises at the adjoining Berkeley Recycling Center currently operated by the Community Conservation Center (CCC), It is agreed that under these circumstances, The EMPLOYER or other non-union personnel may shuttle collection vehicles away from adjoining CCC property, to another location serving as a temporary starting point where UNION employees shall continue on their regular routes as long as they are not expected to bring any of their recyclables to the CCC for disposal or in any way weaken or hinder their fellow workers' struggle at CCC. At the conclusion of their shift, they will communicate to their dispatcher of route completion where the EMPLOYER or other non-union personnel will shuttle the collection vehicles back to their primary storage area".

FOR THE IWW IU 670

FOR THE ECOLOGY CENTER,

Bruce Valde, IWW Delegate

Martin Bourque, Executive Director

Debbie Beyea, Deputy Director

Daniel Maher, Recycling Program Director