

**COMMUNITY CONSERVATION CENTERS, INC.**  
**AND**  
**INDUSTRIAL WORKERS OF THE WORLD, IU 670**  
**AGREEMENT**

January 1, 2008

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### **Preamble**

This AGREEMENT is made and entered into on the first day of January 2008, by and between Community Conservation Centers, Inc., hereinafter referred to as “the Company” and the Industrial Workers of the World, IU 670, hereinafter referred to as “the Union”.

The term "Employee" or "Employees" as used herein includes all full-time and regular part-time Employees, including all production and maintenance Employees, sorters, drivers, scale masters, weigh masters and window cashiers, employed by the Company at its facilities located in Berkeley California, but excluding all Employees performing work duties at the Company’s facility who are currently provided to the company by temporary placement or employment agencies, all managerial employees, foremen, administrative assistants, gardeners, guards, and supervisors as defined in the Act, as certified in Case No. 32-RC-4840.

### **ARTICLE 1.0 - Recognition**

1.0.1 The Company recognizes the Union as the sole and exclusive collective bargaining representative for those hourly rated Employees for the purposes of wages, hours, and other terms and conditions of employment.

### **ARTICLE 2.0 - Freedom from Harassment and Discrimination**

2.0.1 There shall be no harassment or discrimination with regards to any and all terms and conditions of employment, for any of the following reasons:

Union membership or activities, religious or political beliefs, race, color, sex, sexual orientation, marital status, pregnancy, age, creed, national origin, ancestry, citizenship status, uniform service member status, medical condition, disability, or any other prohibited status in accordance with the requirements of applicable federal, state, local or other laws.

2.0.2 Guarantees against harassment and discrimination shall in addition apply to interviewing or hiring applicants, Employees during and after their probationary period, promotion, demotion, upgrading, job training, transfer, shift assignments, layoff, rehires and discharges.

2.0.3 Any disagreement in relation to any issue arising out of the application of this Article shall be subject to the grievance procedure

2.0.4 When in the workplace, all Employees have the right to be free from violence or intimidation by threat of violence, committed against their person or property. The Company and the Union agree that all managers, supervisors, Union officials and staff, as well as bargaining unit Employees, will treat one another in accordance with generally accepted workplace standards of respect. Specifically, when on Company property or when engaged in Company business, all parties to this Agreement agree to conduct themselves in a manner that is not intimidating, bullying, offensive, or humiliating to others, including customers.

2.0.5 If an Employee feels that he/she has been treated in a manner that violates the spirit of Section 2.4 above, he/she may request that the Union file an official "respect grievance." (See Article 25.0, Respect Grievance.)

### **ARTICLE 3.0 - Union Security**

3.0.1 All Employees who are members of the Union on the effective date of this Agreement shall be required, as a condition of employment, to continue membership in good standing in the Union for the duration of this Agreement. All Employees who are not members of the Union on the effective date of this Agreement shall be required, as a condition of employment, to become and remain members in good standing in the Union for the duration of this Agreement, within thirty (30) days following the effective date of this Agreement.

3.0.2 All Employees hired after the effective date of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union upon completion of their probationary period or within thirty (30) days following their date of hire, whichever comes later.

3.0.3 For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if they tender the initiation fees and periodic dues required as a condition of membership.

3.0.4 The Union will not request the discharge of any Employee under the provisions of this Article without first giving the Company five (5) consecutive working days written notice with reasons therefore, during which time the Employee may place themselves in good standing.

3.0.5 The Union will be authorized to hold a meeting on the first Wednesday of each month on the Company's property. The Company will make reasonable accommodations to insure privacy in order to conduct confidential Union business. The first Wednesday

of each month, there shall be a thirty (30) minute paid Union meeting at the start of the workday. The Union agrees that Employees will be at their workstations and ready to work no later than 8:30 a.m.

3.0.6 The Union shall elect shop stewards representing the Union Employees. One of the Stewards will be designated the Chief Steward. The election of the shop stewards shall be according to Union by-laws. The Union will furnish to the Company the names of stewards certifying their right to conduct official Union business in the workplace.

3.0.7 The Union shall be granted access to enter the Company's premises at reasonable times when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the employees are employed, and assisting in processing grievances, provided the Union will announce their presence upon entering the facility. No interference with the work of the Employees shall result from such visits, unless scheduled with the Company in advance. Such approval shall not be unreasonably denied.

3.0.8 The Company shall provide a suitable bulletin board for posting Union business and communications, which shall include, but not be limited to, a copy of the master seniority list, health and welfare and pension payments, and vacancies, bids and awards of bids on vacancies.

3.0.9 The company shall have no authority over this bulletin board's content, with the sole exception: If at any time, an Employee, supervisor or management finds anything on the bulletin board that is non-union related to be offensive for any reason outlined in Article 2, the Company may remove this sole item, but immediately notify the Union as well as any stewards present.

3.0.10 It shall not be a violation of this agreement, and it shall not be cause for discipline or discharge, in the event that an employee refuses to enter upon any property involved in a labor dispute, or to cross or work behind a picket line in any labor dispute.

#### **ARTICLE 4.0 - Management Rights**

4.0.1 The Union recognizes that except as specifically limited or abrogated by the specific terms and provisions of this Agreement, and to the extent authorized by law, all rights to manage and direct the operations and activities of the business, without hindrance or interference by the Union, and to carry out all the functions of management, are solely and exclusively vested in the Company.

4.0.2 Such rights include, but are not limited to the following:

- direct and control the operations;
- direct, control and schedule the workforce in accordance

with this agreement;

- determine the location and type of operation;
- introduce new and improved methods of operations of facilities;
- install or move equipment; determine the methods, procedures, materials, and operations to be utilized;
- hire, promote, assign, evaluate and transfer Employees;
- terminate, lay off, demote, suspend, discharge, and discipline employees for just cause;
- select its Employees, determine the number of its employees, including the number assigned to any particular work, and increase or decrease that number;
- select supervisory and managerial employees;
- train employees;
- determine and schedule when overtime is needed;
- determine qualifications, work performance levels and standards of performance of the Employees;
- promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of Employees during working hours.

4.0.3 The foregoing statement of the rights of management and of the Company functions are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management.

4.0.4 The Company shall have the right to establish, publish, enforce, rescind, amend or change reasonable work rules and regulations, provided that such rules and regulations shall not be in conflict with the provisions of this Agreement. A copy shall also be sent to the Union at the time of posting of any new or revised rules. Employees are responsible for compliance with all such proposed rules.

4.0.5 The Company, in this Article, does not seek in any way to deny or restrict any employee's rights established under the National Labor Relations Act, or any other laws or regulations which apply. Furthermore, nothing in this article shall supersede or override any other provision in this agreement.

4.0.6 The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. Therefore, the parties hereto for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees

that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement.

**ARTICLE 5.0 - Hiring Procedures and New Employees**

5.0.1 The Company and the Union recognize the importance of having available at all times a supply of competent employees.

5.0.2 As vacancies or new jobs covered by this agreement occur, the Company will notify the Union of such openings, stating the type of work to be performed and the number of workers required.

5.0.3 The Union shall be the first and primary source of regular Employees. If the Union fails to provide a suitable Employee within five (5) working days, the Company may hire from any other source except employment agencies charging fees. It is understood that this section applies only to filling regular job vacancies. The Company shall notify the Union of a new Employee within one (1) week of hire.

5.0.4 The Union will make an earnest effort to provide suitable candidates for the company's consideration as quickly as possible.

5.0.5 The Union agrees to furnish competent workers in good standing to the best of its ability, giving unprejudiced support to the requirements of the Company.

5.0.6 The Company shall have the right to reject any worker dispatched by the Union if the worker is deemed by the Company not to be in a fit condition to perform the work for which the worker was dispatched.

**ARTICLE 6.0 - Probationary Period**

6.0.1 An Employee who has been retained by the company for a period in excess of the probationary period shall be considered a regular Employee and shall be subject to the provisions of this Agreement.

6.0.2 Employees will be considered as probationary employees until they have completed a total of sixty (60) calendar days (two months) worked within a continuous period.

6.0.3 At any time during the probationary period, at its sole discretion, the Company may make a probationary employee a regular employee.

6.0.4 At the end of the first thirty (30) calendar days (one month) of the probationary period, the Company shall complete a preliminary evaluation of the Employee's performance.

6.0.5 The results of the evaluation pursuant to Section 6.4 above, shall be reviewed with the probationary employee so that the employee will know what improvements are needed in order to become a regular Employee.

6.0.6 The continued employment of a probationary employee shall be at the sole discretion of the Company, however, the Company will consider written comments and recommendations from Employee representatives before making its final decision. There shall be no responsibility for the re-employment of a probationary employee if that individual is laid off or discharged during this period.

6.0.7 Probationary employees shall have no recourse to the Grievance procedure during their probationary period.

6.0.8 After an Employee has passed the probationary period, the Employee's seniority shall accrue from the original date of hire.

6.0.9 If an employee is hired after first working as a temporary employee through any employment agency *that complies with Section 5.3*, including East Bay Conservation Corps (EBCC), that employee will not be subject to any probationary period, and medical and dental coverage will be requested immediately upon hiring as a CCC Employee.

## **ARTICLE 7.0 - Work Hours**

7.0.1 The workweek begins on Monday and ends on Sunday and consists of forty (40) hours per week; the workday consists of eight (8) hours per day.

7.0.2 Each work day, Employees are required to clock-in and clock-out when they (a) begin to work and when they (b) finish working for the day.

7.0.3 Working hours at Community Conservation Centers are as follows:

	<b>Monday - Friday</b>	<b>Saturday/Sunday</b>
<b>Operating Hours:</b>	8:00 a.m. - 4:30 p.m.	8:30 a.m. - 4:30 p.m.
Lunch period	30 minutes (unpaid)*	30 minutes (paid)*
Morning break	15 minutes (paid)	15 minutes (paid)
Afternoon break	15 minutes (paid)	15 minutes (paid)

\*See Section 7.0.4 and 7.0.5

7.0.4 Employees working on Saturdays and Sundays will be paid for a 30-minute lunch



period. If an Employees lunch period exceeds 45 minutes, all time in excess of 30 minutes will be deducted from the Employee's total work time for the day. Notwithstanding, after 30 minutes, the supervisor may require Employees to return to work immediately.

7.0.5 Employees working Monday through Friday will not be paid for their lunch period. As long as an Employee's lunch period does not exceed 45 minutes, only 30 minutes will be deducted from that Employee's total work time for the day. If an Employee's lunch period exceeds 45 minutes, all time taken for that lunch period will be deducted from the Employee's total work time for the day. Notwithstanding, after 30 minutes, the supervisor may require Employees to return to work immediately.

7.0.6 Rest breaks and lunch breaks shall be scheduled by the Company, and the Company shall make every attempt possible to schedule these breaks in the middle of each shift, providing for consistent rest periods.

7.0.7 In the event that an employee performs twelve (12) or more hours of work in a given day, they shall receive an additional thirty (30) minute paid rest period.

7.0.8 In cases of emergency, the company reserves the right to schedule alternate shifts as the needs of the business dictate, such as early or "swing" shifts. Working such shifts shall be voluntary.

7.0.8 The Company shall maintain a "Weekly Crew Schedule" that assigns the workdays for each Employee, and which provides for two (2) consecutive days off for each Employee. To the maximum extent possible, the scheduling of days shall be based upon seniority with regards to the individual employee's request.

7.0.9 The Company agrees to furnish to the Union copies of the "Weekly Crew Schedule" within five (5) days after such a schedule has been revised.

7.0.10 Necessary wash-up time shall be accorded to Employees, but shall not be abused.

7.0.11 If the supervisor designated to open the facility at the beginning of the day arrives late, then all employees present at the site upon the supervisor's arrival shall be paid as if they had begun their work at the regular starting time for that day.

## **ARTICLE 8.0 - Overtime**

8.0.1 All work performed in excess of eight (8) hours in a day, shall be paid at one and one-half (1.5) times an employee's regular rate for that day.

8.0.2 All work performed in excess of forty (40) hours in a workweek, shall be paid for

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at one and one-half (1.5) times an employee's hourly rate for that week.

8.0.3 After working five consecutive full days of work, an Employee who performs work on a sixth and/or seventh consecutive day shall be paid at two (2) times the employee's regular rate for that day.

8.0.4 Overtime or premium payments shall not be paid more than once for the same hours worked, nor shall they be pyramided.

8.0.5 Overtime work shall be offered to employees based upon their seniority.

8.0.6 When there are no volunteers to perform the work, overtime shall be assigned by reverse-seniority.

**ARTICLE 9.0 - Call In Pay**

9.0.1 An Employee called in outside of his/her regular shift shall be paid no less than four (4) hours payment at his/her regular rate, or pay for actual hours worked, if greater, including all hourly additives, regardless of the amount of time required to complete the job for which they were called in. The Employee shall have the option of leaving after completion of call-in work. Such hours will be compensated at an overtime rate if applicable.

9.0.2 Time cards must be punched in and out when call-in hours are being worked.

**ARTICLE 10.0 - Report In Pay**

10.0.1 Employees who report for work at their starting time and have not been given at least twelve (12) hours notice not to report, shall be guaranteed four (4) hours of work, or credited with four (4) hours worked.

10.0.2 If the Company places a phone call to the Employee's home at least twelve (12) hours prior to report-in time, or provides earlier notice, the Company shall be relieved of all responsibility for report-in pay.

**ARTICLE 11.0 - Holidays**

11.0.1(a) The paid holidays recognized by this Agreement for all full time and part-time regular Employees, who have completed their probationary period, are as follows:

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New Year's day	Labor Day
Fourth of July	Christmas Day
Easter	Thanksgiving Day

11.0.1(b) Employees scheduled to work on one of the following holidays not observed by the Company will be paid for a full work day in the event that the Company allows employees to leave the workplace prior to the end of the day. In order to be eligible for a full day's pay, the Employee must have worked from the start of the regular work day which is 8:00 a.m. Monday through Friday and 8:30 a.m. on Saturday and Sunday.

Memorial Day	Christmas Eve Day
New Year's Eve Day	Cesar Chavez Day
Martin Luther King Jr. Day	Cinco de Mayo
Malcolm X Day	

11.0.2 In addition, all Employees shall receive four (4) floating holidays each year to be designated by each Employee. These must be designated in writing at least one (1) week before the holiday, and shall be guaranteed to be approved, unless the Company cannot operate an adequate crew for the day, in which case, the most junior employee(s) will have to pick a different holiday. Floating holidays not used in one year will roll over to the next year. Unused floating holidays may not roll over for more than one year.

11.0.3 When an Employee is required to work on a designated holiday or approved floating holiday, such Employee shall be paid double the Employee's hourly rate for that day.

- An Employee must work all of the hours scheduled the day before and the day after the holiday, if they are so scheduled, including any prior scheduled overtime, unless excused due to sickness or approved leave.

11.0.4 When an Employee does not perform work on any of the six (6) holidays defined in this Article, such Employee shall be paid straight time for eight (8) hours of work.

- Employees shall be paid for such holidays when they fall within a given pay period regardless of the day of the week the holiday falls upon.

**ARTICLE 12.0 - Vacation**

12.0.1 Vacation credit begins to accrue on the date of hire, although probationary Employees will not be eligible to use it. Following the completion of the probationary period, Employees may take vacation days off with pay in place of regularly scheduled work days.

12.0.2 The rate of vacation credit earned by each Employee is based on years of service as outlined below:

<b>Length of Employment</b>	<b>Vacation Credit Accrued per Hour Worked</b>
During first (1) year	.03846 hours (10 days per year)
After one (1) year	.04615 hours (12 days per year)
After five (5) years	.05769 hours (15 days per year)
After ten (10) years	.07693 hours (20 days per year)

12.0.3 Employee vacation requests must be made in writing to the Company, and may not be used in increments of less than four (4) hours. The Company will make an earnest effort to approve vacations as requested, but retains the right to approve vacation requests in such a way as will least interfere with the workload and efficiency of its operations, giving preference to seniority. Vacation requests shall not be unreasonably denied.

12.0.4 Payment for each day of vacation shall be eight (8) hours at the applicable straight-time hourly rate of pay in effect when the vacation is taken.

12.0.5 In the event of termination of employment, total vacation credits accrued will be paid at the employee's regular base rate within 72 hours (three days) of the date of termination.

12.0.7 Vacation credit not used continues to accumulate year after year. However, if an Employee accumulates more than 100 hours, the Company may request that the Employee schedule a vacation within a reasonable period of time.

### **ARTICLE 13.0 - Sick Pay**

13.0.1 Sick credit will begin accruing on the date of hire for all Employees as follows:

<b>Length of Employment</b>	<b>Sick Credits Accrued per Hour Worked</b>
All Employees	.01924 hours (5 days per year)

13.0.2 Employees may use sick credit to cover days missed due to illness or injury for themselves or family members.

13.0.3 Employees may be required to provide a written doctor's excuse to qualify for sick pay or to be eligible for premium pay for a holiday as outlined in Section 11.0.3.

13.0.4 Sick credits continue to accrue year after year, and there is no limit to the amount of sick credits an Employee may accumulate.

13.0.5 Sick time shall be paid at the regular rate of pay in effect when the sick time is taken.

13.0.6 In the event of termination of employment, accrued sick time will not be paid to Employees.

#### **ARTICLE 14.0 - Seniority**

14.0.1 Seniority shall be bargaining unit wide and based on length of service from most recent date of hiring. In all cases of layoff, recall, transfer, promotion, shift preference, and vacation scheduling, seniority as herein defined shall apply as defined in this Agreement.

14.0.2 Any Employee who is transferred from the bargaining unit to a non-bargaining unit position with the Company, shall for a period of up to three (3) months, retain such seniority as the Employee had accumulated at the time of such transfer, but shall not accumulate seniority while out of the bargaining unit.

14.0.3 Employees shall accumulate seniority when absent for justifiable reasons including, but not limited to, sickness, paternity leave, military service, leave of absence for Union activities and layoffs, provided, however, that an Employee's seniority shall terminate for any one of the following reasons:

- Voluntary quits;
- Discharge for just cause and not reinstated;
- Overstaying a leave of absence or approved extension thereof unless a reasonable excuse is furnished to the Company;
- Failure to respond to a notice of recall from layoff sent to the Employee by certified mail, return receipt requested, to the last known address as shown by Company records, within five (5) work days following receipt of such notice, unless a reasonable excuse is furnished to the Company;
- Voluntarily retires from the Company;
- Accepting a supervisory position;
  - When an Employee is out of work for more than 12 months, the Company agrees to meet and confer with the Union regarding

continuation of that Employee's seniority.

14.0.4 The Company shall supply the Union with a seniority list for all Employees, setting forth the names, addresses, dates of hire, job classification, and hourly rate of pay. This list shall be maintained by the Company and shall be kept current at all times. Whenever the list is updated, the Company shall provide a copy to the Union within five (5) days.

14.0.5 Details of accrued vacation and sick credits shall be provided to Employees every pay period.

14.0.6 To protect an employee's seniority, it shall be the employee's responsibility to keep the Company informed of his or her proper mailing address and telephone number. Employees will notify the Company of any changes of address, in writing, on forms provided by the Company, with copies to the Union. If the Employee fails to do so, the Company shall not be responsible for failure of any contact or notice to reach such Employee.

14.0.7 Union officers and stewards who are engaged in the day-to-day administration of this Agreement shall have super-seniority for purposes of lay-off and recall.

#### **ARTICLE 15.0 - Job Vacancies**

15.0.1 A job vacancy is defined as a vacancy created by the death, resignation, retirement, discharge, promotion of an Employee from a position covered by this Agreement, or opening due to an extended absence which is defined as an absence of more than six (6) months.

15.0.2 A new job is one within the bargaining unit which did not previously exist.

15.0.3 Job vacancies will be filled in the following manner: The vacancy or new job will be posted by the Company for a period of one (1) week and the posted notice shall contain:

- (1) the title of the job classification;
- (2) the job description and qualifications;
- (3) the wage rate of the job; and
- (4) the schedule and hours.

15.0.4 An Employee who wishes to be considered for the job shall respond to the notice as described above by requesting consideration for the job in writing. The written request shall be submitted to the General Manager by the close of business on the expiration date announced in the notice.

15.0.5 The vacancy or new job shall be awarded to the employee with the best qualifications, abilities and past performance. When these factors are relatively equal, the most senior employee shall be selected for the job. The Company's decision may be challenged through the Grievance Procedure.

15.0.6 The decision of the award shall be made in writing to the successful applicant with a copy posted and a copy provided to the Union.

15.0.7 The successful applicant may serve a trial period not to exceed ten (10) working days. At any time during the ten (10) day trial period, at the request of the Employee, he/she may return to his/her former job held prior to the bid without prejudice.

#### **ARTICLE 16.0 - Training**

16.0.1 The Company and the Union agree that it is in the best interest of all parties for Employees to have access to training opportunities to better themselves in ways relevant to the benefit of the Company and the Employee.

16.0.2 The Company shall provide on-the-job training for Employees to learn the skills necessary to perform their jobs effectively. Employees who are proficient in the basic skills (sorting and yard maintenance) will be eligible for additional training, either Forklift Training I or training on the scales, or both. Employees who are proficient in forklift operations or customer service will be eligible for additional training to gain the skills necessary to advance within the Company.

16.0.3 When the schedule permits, the Company will make an earnest effort to provide training for all Employees who request it and who are performing satisfactorily. Twelve (12) months after the date of hire, the Company, the Employee, and a Union representative, will meet to assess the Employee's desire and readiness to advance within the Company, and a plan for the Employee to acquire the training necessary to advance will be agreed to at this time.

#### **ARTICLE 17.0 - Job Descriptions**

17.0.1 The Company shall have the right to revise and amend job descriptions provided that changes shall not be in conflict with the provisions of this Agreement. The General Manager will consult with the Employees during development of revised job descriptions and will consult with the Union prior to issuing revised job descriptions. A copy of revised or amended job descriptions shall be sent to the Union at the time changes are implemented.

17.0.2 Employees shall be provided with copies of their job descriptions and are responsible for performing in accordance with their job descriptions once the Company has reviewed the job description with them.

**ARTICLE 18.0 - Layoffs**

18.0.1 The Company shall give the Union and the steward at least ten (10) working days written notice of all proposed layoffs.

18.0.2 When the Company is compelled to layoff Employees due to circumstances over which the Company has no control, the Company shall only be required to give as much notice as reasonably possible and they shall make every effort to inform Employees as early as possible. Such circumstances include, but are not limited to, cases of fire, machine breakdown, non-delivery of essential materials for operations, power failure, damage to the plant, strikes, or actual or threatened acts of violence.

18.0.3 The Company shall not use overtime to avoid filling a job opening.

18.0.4 The Company shall not use temporary employees, part time employees or non-bargaining unit employees to avoid filling a job opening.

**ARTICLE 19.0 - Severance Pay**

19.0.1 In the event an Employee, who has more than ten (10) years seniority with the company, is retired on or after age 55 as the result of changes in procedures such as automation, mechanization or computerization, discontinuance of an operation or part of an operation, that Employee shall receive a severance payment equal to one-hundred dollars (\$100) for each year or fraction thereof the Employee has been with the Company.

**ARTICLE 20.0 - Wages**

17.0.1 When the Company establishes new or changed Pay Classifications, the wage rates shall be set by agreement between the Company and Union. Details of the Pay Classifications for this contract period are contained in Appendix A, Employee Pay Classifications

20.0.1 Employees are hired into one of three pay classifications based on skills and level of responsibility: "Assistant" is the entry level pay classification with minimum hiring requirements and training is provided on-the-job; "Associate" is the intermediate pay classification requiring more advanced skills and increased levels of responsibility; and "Senior" is the advanced pay classification with rigorous skill requirements and high levels of responsibility.



20.0.2 Wages for each pay classification are set during Company-Union negotiations for each contract period. Wages in each pay classification range from a “base” rate for new Employees and increase in steps to “top-of-range” which is the highest pay level within that pay classification. Wages for this contract period are detailed in Appendix B, Employee Hourly Rate.

20.0.3 Employee wages increase annually on each Employee’s anniversary date to the next higher step in the pay classification. If an Employee has been suspended within three (3) months of his/her anniversary date within the pay classification, that Employee shall not be eligible for his/her annual increase until three (3) months after the end of the suspension, so long as the Employee has performed in a commendable manner since such suspension.

20.0.4 The Company reserves the right to advance an Employee within each pay classification faster than the "seniority" rate.

20.0.5 The Company will pay Employees for temporary assignments to a higher pay classification. To be eligible for “out of classification” pay, an Employee must be assigned to the temporary higher classification work load for a minimum of two weeks.

## **Article 20.1 Benefits**

20.1.1 The Company agrees to pay the costs of health benefits for regular part-time and full-time employees, as follows:

The maximum Company contribution for health care is stated below:

<b>Medical First year of service after probation</b>		<b>Medical After completing one year of service</b>	
Employer per	month	Employer per	month
Employee only	\$229.00	Employee and Family •	\$593.00

• Includes domestic partners

**Full-time Employees** are eligible to receive up to the maximum allowance for their coverage classification.

**Part-time Employees** are eligible to receive a portion of the maximum allowance for their coverage classification, based on their scheduled weekly hours divided by 40. (For example, an employee working two days per week (16 hours/40 hours) will be eligible to receive 40 percent of the maximum allowance for their coverage classification.)

20.1.2 For the term of this contract, the Company agrees to provide medical coverage to Employees through a Kaiser Permanente 0/1500 Health Savings Account (HSA) Plan. The Company agrees to pay the monthly premiums for the selected HSA plan and will also pay Employee annual deductibles, based on actual usage for medical expenses approved by the IRS, up to \$1,500 per year for individual employees and up to \$3,000 per year for families.

20.1.4 In lieu of providing dental coverage, the Company agrees to pay up to \$500 per year per Employee and up to \$1,000 per year for Employees with families for the cost of dental care. Employees will be reimbursed for dental costs when they present the Company with an invoice or other evidence of expense incurred. Employees may request an expense check in advance, but must submit invoices to the Company for the cost they incur within one month of the advance, or the amount of the advance will be withheld from their paychecks.

20.1.5 The maximum company contribution for dental care is stated below:

<b>Dental First year of service after probation</b>		<b>Dental After completing one year of service</b>	
Employer per	year	Employer per	year
Employee only	\$500.00	Employee and Family •	\$1,000.00

• Includes domestic partners

20.1.6 The Company retains the right to select the Health and Dental providers. In the event that Employees are unhappy with their health care coverage, or become responsible for monthly contributions because of increased costs, the Company agrees to meet and confer regarding those changes.

20.1.7 Employees are encouraged to establish retirement accounts such as an IRA through the Union credit union or other financial institution of their choosing. Full-time Employees will be eligible to receive an annual payment of \$250 from the Company for deposit into their retirement accounts if that Employee has established a retirement account and provides acceptable documentation that all prior Employee and Company contributions remain in the account. Employees who work part time shall be eligible for an annual payment from the company that is proportional to their regular work schedule. For example, an employee working one day per week shall be eligible for an annual payment of \$50 for deposit into their retirement account.

20.1.8 In addition, Employees who contribute \$250 or more into their retirement account during a year will be eligible for a “dollar-for-dollar” matching payment up to \$250 per year from the Company to be deposited into their retirement account if that Employee provides acceptable documentation that all prior Employee and Company contributions remain in the account.

20.1.9 Annual payments to an Employee's IRA account will be made by the Company if, and only if, the Employee provides documentation confirming that all prior Employee and Company contributions remain in the employee's retirement account.

20.1.10 In lieu of providing vision coverage, the Company agrees to pay up to \$250 per year per Employee for the cost of vision care. Employees will be reimbursed for vision costs when they present the Company with an invoice or other evidence of expense incurred. Employees may request an expense check in advance, but must submit invoices to the Company for the cost they incur within one month of the advance, or the amount of the advance will be withheld from their paychecks.

**ARTICLE 21.0 - Bargaining Unit Work**

21.0.1 Bargaining unit work shall not be performed by supervisory personnel, except in the following situations:

- For instruction, teaching, and training of Employees.
- In cases of emergency or breakdown.
  - For development, research, testing, troubleshooting, trial runs, and determining safety.
  - For a temporary condition beyond the capacity of the work force present, provided the performance of such work does not deprive a member of the bargaining unit of a full time job and is not used in lieu of scheduling a bargaining unit employee.
- To perform programming or other specialized activities.
  - Any act in the interest of safety or sanitation will not be a violation of this provision.

21.0.2 Bargaining unit work shall not be performed by any other non-bargaining unit Employee, except in the following situations:

- For a short-term temporary basis while a regular bargaining unit employee is being recruited.
- When a bargaining unit employee calls in sick, or takes a leave of absence.

21.0.3 In no case shall bargaining unit work be eliminated, reduced, replaced, or otherwise negatively affected, by the use of outside employment agencies, or other forms of subcontracting, or subcontracted workers, with the exception of the contract that the Company has with the East Bay Conservation Corps (EBCC) for two Level 1 positions. It is understood that the Company shall have the right to use outside contractors for maintenance, repair, construction, plant modification work or other specialized needs. Subcontracting shall not be used as a subterfuge to diminish employment opportunities for current Employees.

**ARTICLE 22.0 - Leaves of Absence**

22.0.1 In accordance with the work needs of the Company, Employees may be granted personal leaves of absence, without pay, for a period of not more than ninety (90) calendar days without loss of seniority. By mutual agreement between the Company and the Employee, an extension may be granted.

22.0.2 An Employee desiring a leave of absence shall make written application to the Company.

22.0.3 The Company shall continue benefit payments for the first month that Employees are on approved leave.

22.0.4 Military Leave: Any employee who enters the Armed Forces of the United States and who returns during the period of this Agreement shall have the right to reinstatement in accordance with the provisions of applicable federal statutes.

22.0.5 Miscellaneous: A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere, or for self-employment, unless agreed to by the Company in writing.

22.0.6 If upon expiration of his/her leave of absence there is no work available for the Employee because he/she would have been laid off according to the terms of this Agreement, except for his/her leave, he/she shall go directly on layoff.

22.0.7 In the event that any law or government regulation requires any payment from the Company for benefits which would replace, supplement, or modify the health and welfare, dental, or other benefits provided under this Agreement, the company and the Union shall meet to discuss their options.

22.0.8 Any Employee who desires a leave of absence from his employment for good reason, including jury duty, shall provide the Company with advance written notice.

22.0.9 Funeral Leave: Employees shall be granted three (3) days off with pay in the event of the death of a member of their immediate family.

22.0.10 The Company agrees that it will follow any requirements of the State of California Family Rights Act (CFRA), the Federal Family Medical Leave Act (FMLA), and the Federal Americans With Disabilities Act, even if the Company is not subject to these laws. The parties agree by the posting of required notices that the employees shall have all notice required under the law.

22.0.11 Family Medical Leave: Employees wishing to take time off for the birth or

adoption of a child, family health needs, or the Employees own health needs, shall be eligible for up to twelve (12) weeks of unpaid leave in accordance with CFRA and FMLA. Employees must give advance written notice, when possible, of intent to take a Family Medical leave.

22.0.12 Upon completion of any CFRA/FMLA leave of absence, such Employee shall be returned to their former position and rate of pay at the time of their return, and without loss or prejudice to any of their rights or privileges hereunder. Seniority shall continue to accrue during leaves as well.

22.0.13 Union Leave At the request of the Union, Employees shall be granted leaves of absence without pay for Union activities. The Union must provide the Company with at least two (2) weeks advance written notice when a Union leave of absence is required. Union leaves of absence may not be longer than five (5) days, and may not occur more than twice in a calendar year. Employees on Union leave shall accumulate service during the period of their absence. No more than two (2) Employees may be on such leave at any one time. The maximum number of days that all Employees may use for the purpose of Union leaves of absence during any rolling twelve month period is ten (10) days.

### **ARTICLE 23.0 - Safety and Health**

23.0.1 The Company shall make every reasonable effort to provide a place of employment that is safe and healthful for the Employees.

23.0.2 The company shall furnish and Employees shall use safety equipment, which shall include, but not be limited to:

- safety gloves
- safety glasses
- dust masks
- ear plugs

23.0.3 The company shall adopt and use methods and processes designed to render such places of employment safe, and shall do everything necessary to protect the life, health, and safety of the Employees and shall maintain medical and first aid services in accordance with OSHA. The company shall repair and maintain the workplace to render it safe.

23.0.4 Employees shall cooperate fully to maintain a safe and healthy workplace, assisting by keeping their work areas orderly and clean and informing the Safety Committee of any hazards, dangers, sanitation issues, or other health and safety concerns that come to their attention.

23.0.5 A Joint Safety Committee, consisting of Employees and the Company shall meet

monthly to discuss issues concerning health and safety. Employees are encouraged to voice their concerns, and shall never be disciplined for doing so.

23.0.6 No employee shall be disciplined or discharged for failure to perform any task which they reasonably believe would create a serious hazard to the Employee or his/her fellow Employees.

#### **ARTICLE 24.0 - Discipline, Suspension and Discharge**

24.0.1 Employees who have not completed the probationary period may be disciplined or discharged at the determination of the Company.

24.0.2 Employees who have completed their probationary period shall not be disciplined, suspended or discharged unless there is just cause.

24.0.3 Employees who are discharged or suspended without pay and are thereafter reinstated, shall be eligible to receive retroactive pay from the time and date of suspension or discharge limited to the maximum of the amount of wages the Employee would otherwise have earned from the Company, during the periods involved, less any unemployment or other compensation for personal services that the employee may have received from any source during that period or could have received by diligent efforts to find employment. Such Employee shall also be eligible for all other benefits such as holidays and vacations, insurance and pension, as if regularly employed during that period.

24.0.4 Discipline, suspension and discharge shall be subject to the grievance procedure as hereinafter provided.

24.0.5 Employees will be disciplined (a) at the time of the Employee's alleged infraction or (b) within five (5) days of the time the Company is made aware of the Employee's infraction, unless additional time is required to complete a full investigation of the facts. When this is the case, the Company must notify the Union of such an investigation at the end of the five days.

24.0.6 The Company shall immediately provide Employees with a copy of any warning, reprimand, discipline, or suspension entered into their record, or if time is required, within five (5) working days of such action taken.

24.0.7 To assure prompt review, any grievances resulting from disciplinary action must be filed within thirty (30) working days following such action, or notice of such action, unless the Company and Union mutually agree in writing to extend the time.

24.0.8 Upon the signing of this agreement, all disciplinary actions taken against

Employees during the preceding twelve (12) months will remain on the Employees record for use in any future disciplinary action, in accordance with the rolling twelve (12) month period specified in Section 24.12 below.

24.0.9 Employees may not be disciplined more than once for the same instance of an infraction.

24.0.10 Disciplinary actions shall be progressive (See Section 24.11) unless the infraction is so egregious that immediate discharge is warranted. When the Company concludes that an Employee's conduct justifies discharge, the Employee shall first be suspended without pay for a period of not less than five working days and notice of the suspension shall be given to the Union.

24.0.11 Progressive discipline requires at least two written warnings prior to a suspension, and at least one suspension prior to a discharge.

24.0.12 The steps leading to any progressive disciplinary action must be based on infractions that have occurred within any rolling twelve (12) month period.

24.0.13 During any period of the suspension, the Employee may request a meeting with a representative of the Company and be represented at such meeting by a Union representative.

24.0.14 Whenever there is a disciplinary meeting, the Employee shall have a Union steward present. Whenever an Employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says during any meeting, the Employee has the right to have a union steward or representative present as well. (as defined in NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689)

24.0.15 For progressive disciplinary actions only, a violation of section 24.1.14 shall null and void that infraction.

## **ARTICLE 25.0 - Respect Grievance**

25.0.1 In Article 2 of this Agreement, the Company has previously agreed that managers and supervisors will treat Employees in accordance with generally accepted workplace standards of respect. Specifically, when on Company property or when engaged in Company business, managers and supervisors will not behave in a manner that is intimidating, bullying, offensive or humiliating to Employees. When an Employee believes that he/she has been treated in violation of this principle, the Employee(s) may request that the Union file a Respect Grievance on their behalf.

25.0.2 A Respect Grievance shall be filed by the Union directly with the General Manager within 48 (forty-eight) hours of the alleged incident, unless there is compelling

explanation for delay. The Respect Grievance shall be written and shall describe the facts and circumstances of the infraction and shall explain how the principles within Section 25.0.1 have been violated.

25.0.3 Within five (5) working days of receipt of the written Respect Grievance (or as otherwise mutually agreed), Union representatives shall meet with the General Manager and make a sincere effort to identify a course of action to be taken by the General Manager that could reasonably be expected to improve or resolve this situation. The General Manager shall consider recommendations made by the Union in good faith. It will be the General Manager's prerogative to determine whether or not the individual who committed the infraction is disciplined or discharged.

25.0.4 The General Manager's answer shall be submitted to the Union Official in writing within three (3) working days from the date of the meeting held pursuant to Section 25.3 above.

25.0.5 Employees involved in Respect Grievance meetings during working hours will be paid for their time that is authorized by the General Manager or his designee. Such time limits shall not be unreasonable.

25.0.6 Respect grievances may not be appealed to Section 26, Grievance Procedure, of this Agreement.

## **ARTICLE 26.0 - Grievance Procedure**

26.0.1 The Company and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of requests, complaints and grievances, and agree that most disputes can be, should be and will be resolved in oral discussions. In the few cases where such resolution is not accomplished, the following procedure shall apply.

26.0.2 This Article is intended to provide for an orderly procedure for the settlement of grievances which cannot be resolved in oral discussions. A grievance is a specific allegation made by an Employee or group of Employees of a violation of a specific provision of this Agreement. To be considered, all Grievances must be reported and taken up with the Company within a period of thirty (30) working days from the date the issue became apparent or the matter may not be considered as a subject for the Grievance Procedure thereafter.

A Grievance shall exist when an Employee, Employees, or the Union raise such matter in accordance with the following procedures.

### **STEP 1**

26.0.3 If an Employee or group of Employees has a grievance, there shall be no



interruption or impeding of work, but an earnest effort shall be made to settle such differences by discussing the problem verbally with the supervisor. The Employee(s) and their Steward shall verbally present the grievance to the appropriate supervisor, and those parties shall make every reasonable effort to reach a satisfactory settlement through discussion.

In the event that an Employee or group of Employees has a grievance that cannot be resolved with their immediate supervisor AND the Employee or group of Employees reasonably believe they are in immediate danger or there is reasonable evidence to demonstrate that the work situation is intolerable, that Employee or group of Employees may leave their work station for the purpose of making an immediate appeal to the Manager or the General Manager.

Grievances concerning general policies, disciplinary cases involving suspension or discharge, or those affecting Employees in more than one classification may be submitted by the Union directly to the General Manager.

## **STEP 2**

26.0.4 If no satisfactory settlement is reached immediately with the supervisor, the grievance may be appealed by the Employee or the Union to the General Manager within five (5) working days from the verbal decision of the supervisor. To be appealed to the General Manager, the Grievance shall be reduced to writing, on grievance forms provided by the Union, and submitted to the General Manager by the Steward. The written grievance must cite how the Agreement has been violated and/or the facts and circumstances surrounding the case as well as the nature of the relief or remedy sought.

26.0.5 Within three (3) working days of receipt of the written grievance (or as otherwise mutually agreed), the Chief Steward, Steward and the General Manager shall meet and make a sincere effort to reach a satisfactory settlement. The General Manager's answer shall be submitted to the Chief Steward in writing within four (4) working days from the date of the meeting.

26.0.6 If the Company fails to give an answer in accordance with Section 26.5 above, the grievance shall automatically default in favor of the Employee(s).

## **STEP 3**

26.0.7 If the Employee is not satisfied with the response of the General Manager given pursuant to Section 26.5 above, the grievance may be appealed to East Bay Community Mediation (EBCM) for disposition. Appeals to EBCM must be submitted in writing by the Union to the General Manager within fifteen (15) days from the date of the Company response in Section 26.5 above. If not requested within the fifteen (15) day period, the last decision by the Company shall be final and binding on both parties.

26.0.8 In the interest of prompt resolution, the Union and the Company shall attempt to

schedule a hearing with EBCM as soon as possible, and each party shall be entitled to only one rejection of a date that EBCM offers for scheduling the mediation.

26.0.9 If the Company fails to appear at the EBCM hearing, the decision shall default in favor of the Employee, and such decision shall be final and binding upon both parties.

26.0.10 If the grieving party fails to appear at the EBCM hearing, the parties shall declare the grievance null and void for all purposes, and the grievant shall have no further recourse.

#### **STEP 4**

26.0.11 If the grievance is not resolved at the EBCM hearing, the grievance may be appealed to arbitration. Appeals to arbitration must be submitted in writing by the Union to the General Manager within fifteen (15) days from the date of the EBCM hearing. If a grievance is not appealed to arbitration within the fifteen (15) day period, the last decision of the Company shall be final and binding on both parties.

26.0.12 Within ten (10) working days following notification of appeal to arbitration, the parties shall agree upon an arbitrator. Should the parties be unable to agree on the arbitrator, they shall request the Federal Mediation and Conciliation Service (FMCS) to submit to them a panel of nine (9) qualified arbitrators, according to established FMCS procedures. Both parties may reject one (1) arbitrator panel listing and request another. The representatives of the parties shall select the arbitrator by agreement, or failing agreement, they shall alternatively strike names from the list, with the party requesting arbitration striking the first name, thereby selecting the final remaining name to serve as arbitrator.

26.0.13 The Arbitrator shall have no power to add to, subtract from, or in any way modify the terms of this Agreement. The Arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement which shall constitute the sole basis upon which the Arbitrator's decision shall be rendered. With respect to disciplinary action, including discharge, the Arbitrator is limited to determine whether such action was for just cause. It shall be the responsibility of the Arbitrator to render a decision at the end of the hearing.

26.0.14 Any award of back wages by Arbitrator shall be limited to a maximum of the amount of wages the Employee would otherwise have earned from the Employee's employment with the Company, during the periods involved, less any unemployment or other compensation for personal services that the employee may have received from any source during that period or could have received by diligent efforts to find employment.

26.0.15 The cost of Arbitrator services shall be shared equally by the Union and the Company. Each party will bear the expense of its own representatives, witnesses, and the preparation and presentation of its own case.

26.0.16 If the Company fails to appear at the Arbitration, the decision shall default in favor of the Employee, and such decision shall be final and binding upon both parties.

26.0.17 No grievance may be appealed to arbitration which has not been properly processed through all previous steps of this Grievance Procedure, unless mutually agreed in writing by the Company and the Union.

26.0.19 Time limits provided in each step as outlined in the procedures above shall be adhered to by the parties, unless a mutual agreement in writing is executed by the parties regarding an extension of time or the waiving of any step. A request by either party to extend the time limits provided herein for justifiable cause (i.e. sickness of an essential representative or witness) shall not be unreasonably denied by the other party.

26.0.20 Any decision on any grievance or complaint, not appealed by the Union from any one of the foregoing steps to the next step within the specified time limits (unless the time limit is waived or modified by mutual written agreement of the parties), shall be considered settled on the basis of the last decision and not subject to further appeal.

26.0.21 In no instance shall such default of a grievance due to failure to abide by time limits constitute a precedent for the settlement of future grievances.

26.0.22 The activities of the Steward representing an Employee(s) in a grievance shall not interfere with their normal work or that of other Employees. Whenever a Steward's activities may interfere with their normal work or that of other Employee(s), those activities must be approved in advance by the General Manager or his designee, and shall not be unreasonably denied. Stewards involved in grievances while on site during their regularly scheduled work shift will be paid for their time that is approved by the General Manager or his designee.

#### **ARTICLE 27.0 - Change in Method of Payment**

27.0.1 There shall be no change in the method of payment for any of the Employees covered by this Agreement without prior negotiations.

#### **ARTICLE 28.0 - Information to Union**

28.0.1 The Company shall provide the Union with all information and data necessary for the Union as collective bargaining representative of the Employees to police the contract and to prepare for negotiations pursuant to this Agreement or looking toward the establishment of a new subsequent agreement.

28.0.2 The Company shall provide the requested information within ten (10) days of the

request where it is practicable.

### **ARTICLE 29.0 - Workers' Compensation**

29.0.1 The Company shall maintain unemployment insurance and Workers' Compensation insurance at all times.

29.0.2 Employees shall report all injuries, however slight, to their supervisor or the General Manager who shall inform the Shop Steward.

### **ARTICLE 30.0 - Extent of Agreement (Past Practices)**

30.0.1 All existing benefits, conditions of employment and practices which are beneficial to the Employees and which are not specifically covered by this Agreement shall be continued. If an Employee believes that the Company has discontinued a condition of employment or practice which was beneficial and which is not specifically covered by this Agreement, the Employee may appeal to the Grievance Procedure in this Agreement.

30.0.2 This Agreement supersedes all contracts and agreements to the extent they are applicable to the operations covered by this Agreement. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining (except as specifically provided in this Agreement) for the term of this Agreement.

30.0.3 This Agreement shall not be varied or amended by oral agreement. Except as otherwise provided in this Agreement, the failure of either party at any time or from time to time to exercise any right under the contract or to insist upon strict compliance with its provisions shall not affect the right of either party to exercise any right or insist upon strict compliance thereafter.

30.0.4 In the event that any state or federal legislation, governmental regulation or court decisions cause invalidation of any article or paragraph of this Agreement, all other articles and paragraphs not so invalidated shall remain in full force and effect.

### **ARTICLE 31.0 - Miscellaneous**

31.0.1 The Union will be authorized to hold meetings in the Company's break room with prior notification and approval of the Company. Meetings shall not conflict with the Employees' work schedules. The company will make reasonable accommodations to insure privacy in order to conduct confidential union business.

31.0.2 The Union and the Company will hold quarterly meetings in the months of

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February, May, August and November each year. Both the Company and the Union share responsibility to request a specific meeting date and time. The purpose of these quarterly meetings is to improve communication between the Union and the Company by encouraging discussion of conflicts, problems and issues on the part of either party. The goal of these meetings is to improve mutual understandings and foster cooperation.

31.0.3 The Company agrees to pay Employees for one hour at such meetings, so long as the number of Employees seeking payment does not exceed five (5).

31.0.4 The costs of printing this Agreement and translating it into each Employee's choice of language shall be equally split between the Company and the Union.

31.0.5 The Company shall provide the following gear and keep such equipment clean according to CAL OSHA regulations:

- Work clothes (Coveralls or equivalent)
- Work gloves
- Appropriate rain gear

31.0.6 During the workday, Employees are encouraged to wear protective footwear, for example, work boots or hiking boots with thick rubber soles. Examples of unacceptable footwear include athletic shoes, dress shoes, sandals, and cowboy boots.

- Employees are eligible to receive a one hundred dollar (\$100) boot stipend from the Company if they have worn protective footwear for a continuous 12-month period, so long as the Employee has not been "disciplined" more than two times for not wearing boots during that 12-month period.
- The Company will conduct surprise "footwear checks" approximately twice per month.
- Upon signing of this contract, the first 12-month period will begin, and on the anniversary of signing, the Company will issue boot stipends to all Employees who qualify.
- Within two (2) weeks after boot stipends have been issued, yard Employees arriving at work without appropriate protective footwear may be disciplined.

31.0.7 The Company shall make a reasonable attempt to purchase all equipment and gear from Union shops, when practical.

31.0.8 The Company will pay for the cost of English as a Second Language (ESL) courses for any full-time Employee who completes such a course, and employees who complete the course will receive a \$500 bonus.

31.0.9 Other Employee benefits provided by the Company include

- Direct deposit of paychecks

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- Employees who request it may have their name added to the Company's Costco membership during the annual enrollment period which will be posted.

31.0.10 Other Employee benefits that may be provided by the Union include

- Membership in the Credit Union
- Free email
- IRA (retirement plan) through the Credit Union
- Free legal advice

31.0.11 Employees who are successful in earning their truck driver's Class A or Class B license will receive a \$500 bonus.

**ARTICLE 32.0 - Compliance with Federal and State Law**

32.0.1 Nothing herein shall preclude the Company from exercising all of its rights under the Family and Medical Leave Act, the Occupational Safety and Health Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1992, The Civil Rights Act of 1871, the Age Discrimination in Employment Act and other applicable legislation and legal doctrines; provided, however, that any dispute over any alleged breach by the Company of its obligations under said legislation and legal doctrines shall be subject to the Grievance Article 26 of this Agreement.

32.0.2 Notwithstanding, the Employees and the Union shall not be precluded from exercising their rights to pursue any other legal recourse or remedy to which they are entitled.

**ARTICLE 33.0 - Right to Amend and Supplement**

33.0.1 The parties agree that this Agreement may be amended or supplemented by mutual consent of the parties in writing at any time during its term.

**ARTICLE 34.0 - Term of Agreement (Termination)**

34.0.1 This Agreement will be effective upon the date of ratification and will remain in full force and effect until **December 31<sup>st</sup>, 2009**. It will renew itself from year to year thereafter, unless written notice of a desire to modify or terminate the Agreement is given by either party to the other not less than sixty (60) days prior to the expiration.

34.0.2 In the event that the Company loses its contract with the City of Berkeley for any reason, this Agreement shall become null and void. The Company agrees to notify the Union within 24 hours of any discussion of a potential termination of this contract.

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34.0.3 Expiration Of Agreement: If negotiations are not completed prior to the expiration date, all provisions of this Agreement will terminate, unless extended by written agreement of the parties. No obligation imposed upon the Company, or policy or practice incident thereto, will continue to be of any force or effect after expiration of this Agreement, except monetary benefits accrued to employees up to the date of the expiration of this Agreement. The Company may exercise its retained rights under this Article without prior notice to, or bargaining with, the Union.

For the Company

For the Union

\_\_\_\_\_  
Ann Chandler, President

Board of Directors

\_\_\_\_\_  
Bruce Valde, Union  
Organizer

IWW

## **Appendix A - Employee Work Classifications Classification Skills and Assignments**

Employees are hired by the Company in one of three pay Classifications: Assistant, Associate and Senior. Employees are assigned to a pay classification on the basis of their daily assignments to job functions. Job functions are categorized by increasing levels of skills and responsibility as Apprentice, Journeyman, and Master. The following describes job functions by work category:

Apprentice level **job functions** (see detailed job descriptions) include:

- Recycling Aide
- Paper Sorting
- Container Sorting

Journeyman level **job functions** (see detailed job descriptions) include:

- Forklift - Container #1
- Forklift - Bulk
- Buyback Scales
- Paymaster

Master level **job functions** (see job descriptions) include:

- Baler Operator
- Baler Assistant - Bale Clamp
- Loader Operator
- Records Master
- Roll-Off Truck Driver

**I. Assistant** is the entry level pay classification with a base pay rate of \$12.15 per hour and includes Employees who perform Apprentice and Journeyman job functions and are regularly scheduled as follows.

Assistant Pay Level	Apprentice	Journeyman	<i>Master</i>
Assignment 1	5 days		
Assignment 2	4 days	1 day	
Assignment 3	3 days	2 days	



**Basic qualifications and skills for Assistant**

Required skills

- ✓ Learn skills for all container and fiber sorting positions and perform proficiently
- ✓ Learn equipment maintenance and yard maintenance skills and perform proficiently

Skills required for advancement eligibility

- ✓ Learn to pick-up and dump 4-cubic yard bins
- ✓ Learn to coordinate dumping and weighing of materials off the container line and operate efficiently (container #1 forklift)
- ✓ Successfully complete forklift training
- ✓ Learn procedures for bulk forklift operations including servicing drop-off, buyback and bulk customers and operate proficiently
- ✓ Learn DOC rules for purchasing materials at the scale; learn to weigh recyclables and record weight tags accurately
- ✓ Learn to direct customers to follow recycling procedures for efficient buyback operations in courteous and professional manner
- ✓ Practice good customer skills at all times

**II. Associate** is the intermediate level pay classification with a base pay rate of \$14.25 per hour and includes Employees who perform Apprentice, Journeyman and Master job functions and are regularly scheduled as follows:

Associate Pay Level	Apprentice	Journeyman	Master
Assignment 1	2 days	3 days	
Assignment 2	1 day	4 days	
Assignment 3	1 day	3 days	1 day
Assignment 4		4 days	1 day
Assignment 5		3 days	2 days

**Basic Qualifications and Skills for Associate**

Required skills:

- ✓ Coordinate the dumping and weighing of materials off the container line proficiently
- ✓ Proficiently operate bulk forklift including servicing drop-off, buyback and bulk customers
- ✓ Manage and operate buyback scales proficiently.
  - ✓ Direct customers to follow recycling procedures for efficient buyback operations in courteous and professional manner
  - ✓ Practice good customer skills at all times

Skills required for advancement eligibility

- ✓ Learn to safely and efficiently load trucks
- ✓ Learn to operate loader safely and efficiently
- ✓ Learn to operate baler safely and efficiently
- ✓ Learn to operate bale clamp safely and efficiently
- ✓ Acquire valid California Class B driver's license with good record and be able to capably and safely drive and operate roll-off truck
- ✓ Practice good customer skills at all times

**III. Senior** is the advanced level pay classification with a base pay of \$16.00 per hour and includes Employees who perform Apprentice, Journeyman and Master level job functions and are regularly scheduled as follows:

Senior Pay Level	Apprentice	Journeyman	Master
Assignment 1	1 day	1 days	3 days
Assignment 2		2 days	3 days
Assignment 3	1 day		4 days
Assignment 4		1 day	4 days
Assignment 5			5 days

**Basic qualifications and skills for Senior**

**Required Skills:** Perform proficiently in at least three of the following Master job functions:

- ✓ Safely and efficiently load trucks with forklift
- ✓ Operate loader safely and efficiently to feed container line, paper line and baler
- ✓ Proficiently feed baler and stack and unstack bales using bale clamp
- ✓ Operate baler safely and efficiently; maintain intimate knowledge of baling equipment and capably perform ongoing maintenance and minor repair on baler equipment
- ✓ Maintain valid California Class B driver's license with good record and demonstrate the ability to capably and safely drive and operate roll-off truck
- ✓ Perform proficiently as Records Manager with knowledge of and ability to prepare and distribute various Company reports and maintain Company files; communicate effectively with customers in person and on the phone
- ✓ Practice good customer skills at all times

**Appendix B - Employee Hourly Rates  
by Classification Level and Years of Service**

Once assigned to a classification, an Employee's pay rate is determined by that Employee's anniversary date and seniority within that classification. The following pay

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ranges apply to the Pay Classifications described in Appendix A.

<b>Assistant Pay Class</b>	
First year as Assistant	<b>\$12.15</b>
Second year as Assistant	<b>\$12.65</b>
Third year as Assistant	<b>\$13.15</b>
Fourth year as Assistant	<b>\$13.75</b>

<b>Associate Pay Class</b>	
First year as Associate	<b>\$14.25</b>
Second year as Associate	<b>\$15.00</b>
Third year as Associate	<b>\$15.50</b>
Fourth year as Associate	<b>\$16.00</b>
Fifth year as Associate	<b>\$16.50</b>

<b>Senior Pay Class</b>	
First year as Senior	<b>\$16.00</b>
Second year as Senior	<b>\$16.75</b>
Third year as Senior	<b>\$17.25</b>
Fourth year as Senior	<b>\$17.75</b>
Fifth year as Senior	<b>\$18.25</b>
Sixth year as a Senior	<b>\$19.00</b>