

THE ECOLOGY CENTER INDUSTRIAL WORKERS OF THE WORLD UNION CONTRACT

THIS AGREEMENT is made by and between The Ecology Center (hereinafter referred to as "the ECOLOGY CENTER" or the "EMPLOYER") and the Industrial Workers of the World, representatives of the recycling personnel as defined in **ARTICLE VI - Job Categories and Descriptions** (hereinafter referred to as "the UNION").

ARTICLE I RECOGNITION AND COVERAGE

The Ecology Center hereby recognizes the Union as the sole agent representing the Employees, as listed under Job Classifications in **ARTICLE VI**, covered by the Agreement, for the purpose of collective bargaining and excluding only administrative and managerial personnel, as defined in the National Labor Relations Act. The Employers agree not to enter into any agreement or contract with their employees individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE II UNION SECURITY

The parties hereto recognize the basic function of the Ecology Center's Recycling Program is to provide recycling services and to advance the cause of recycling in a safe and professional manner.

SECTION A. Required Membership

All non-probationary Employees covered by this Agreement shall become members of the Union and shall continue membership in good standing during the life of the Agreement. "Union membership" and "membership in good standing" shall mean, for the purposes of this provision, the payment or tender of payment by the employee of the initiation fee and monthly dues uniformly applied by the Union pursuant to its international Constitution. In the event an employee does not comply with his/her obligation under this provision, the Union shall so notify the individual, providing such information as is required by the National Labor Relations Act in such circumstances, and notifying the employee of the Union's intent to revoke the employee's membership for failure to remain in good standing. The Union shall give the employee a minimum of 14 calendar days to improve his or her standing and shall notify the Ecology Center of said action within 48 hours of said notice. The Ecology Center shall terminate the employment of any Union employee whose membership from the Union is revoked. It shall be the responsibility of the union to collect union dues.

SECTION B. New Employee Notices

At the time of employment, a copy of this Agreement shall be given by the Ecology Center, to each Union Employee.

SECTION C. No Discrimination

The parties acknowledge, understand and agree that the Employer shall be an equal opportunity employer and shall comply with all State and Federal laws and regulations pertaining to discrimination in the workplace. The Employer shall not discriminate in employment opportunities or practices and shall not permit its employees to engage in activities that constitute discrimination on the basis of race, color, religion, sex, national origin or ancestry, age, disability, medical condition, marital status, sexual orientation, veteran status, union membership, union activity or any other category protected by law. The Employer will make reasonable accommodations for individuals in accordance with applicable laws. Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristics which are demeaning to another 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 twelve (12) 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. Contract Orientation

The Ecology Center and the Union shall conduct a one-hour orientation session on this Agreement at the first weekly staff meeting in March and September of each year.

SECTION F. 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 G. 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 H. Union Bulletin Board

The Employer 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. The Employer shall have no authority over this bulletin board's content.

SECTION I. 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:

The Ecology Center shall inform the Union Employees of the need to convene the routing committee. The Routing Committee shall have 10 working days to prepare trial routes.

The routes shall then be driven for a trial period of at least 10 consecutive working days. Once the trial period is over the Union Employees shall seek consensus approval of the routes. Upon approval these routes shall be considered final.

If no consensus is reached within five (5) working days, during which time the trial routes will continue to be driven, then the routes will return to the Routing Committee for Review. The Routing Committee will have no more than five (5) working days to prepare modifications to the trial routes. These modified trial routes shall be driven for a second trial period of no less than ten (10) working days, At which time the Union Employees shall take an approval vote on the routes.

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 trial routes. These final revised trial routes shall be driven for a final trial period of no less than five (5) 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 considered final.

If the final revised trial routes are not approved by a majority vote, then the Ecology Center Management shall determine the final modifications to the routes. These modifications shall be considered final.

2. Emergency Routing:

If there are urgent and immediate route changing needs, the routing committee shall create trial routes as needed to ensure the complete collection of materials. These routes shall serve only as the first round of trial routes.

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 fax within forty-eight (48) hours of the final outcome.

ARTICLE IV SAFETY/OPERATING POLICY

The intent of both the Ecology Center 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 Ecology Center 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 s/he 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 and 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, 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 Ecology Center 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 sixty (60) 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 Ecology Center 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.
- (b) The probationary status exists for the sole purpose of training and evaluating new employees.
- (c) If probationary employee does not pass probation, Ecology Center 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 a probationary employee to avoid promotion to non-probationary status.

SECTION B. Peer Review

1. After completing the first sixty (60) shifts of employment, each employee shall be reviewed by a minimum of three other Regular Employees at the earliest possible scheduled crew meeting. 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, bin 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 (60) days in advance of review such that probationary employees are clear as to the content and process of the review.
2. After receiving documentation from the employees Peer Review, the Ecology Center 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.
3. If no Regular Employees volunteer for Peer Review of eligible Probationary Employees, 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 scheduled crew meeting.
4. 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 Ecology Center 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 thirty (30) minutes to contact the Ecology Center to accept work. If employee refuses open shift(s) or fails to respond to a call for work in the allotted time, Ecology Center 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) Other qualified IWW Union members from a list supplied by the Union, in the order specified by the Union If available
 - (e) 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.
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

Primary driver is responsible for overall route collection performance on a bidden route. Ensures regular washing, inspecting, and reporting condition of truck, adding fluids and making adjustments according to operating procedures; driving routes and collecting all set-outs, collecting missed pick-ups as assigned, delivering curbside bins, insuring quality control of materials, providing information to customers, tracking the number of set outs, placement of empty bins, weighing and dumping materials when returning to yard (including bin trucks using a forklift), and performs other duties as outlined in the Operations Manual. A commercial class A or B license in good standing with air brake certification, and seniority shall qualify an employee for employment as a Route Driver.

2. Assistant Driver

Assistant Driver accompanies Route Driver on team routes in order to assist in driving routes, supporting Route Driver in navigating tight locations and backups, and directing traffic as needed. Assistant Driver also assists the Route Driver in collecting all set-outs, collecting missed pick-ups as assigned, delivering curbside bins, insuring quality control of materials, providing information to customers, tracking the number of set outs, placement of empty bins, weighing and dumping materials when returning to yard (including bin trucks using a forklift), and performs other duties as outlined in the Operations Manual. A commercial class A or B license in good standing with air brake certification, shall qualify an employee for employment as an Assistant 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 Operations Manager 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 s/he 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. Loader

Works with Driver to collect set-outs and insure quality control of materials on route and assists with unloading. Loader work will only be assigned in the event of a designated two-person collection route or by Management discretion.

5. Special Duty

A Special Duty worker performs miscellaneous tasks including but not limited to cleaning and preparing curbside bins for delivery, 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 "Assistant 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

The Union and Management agree to meet no later than November 15th, 2008 to negotiate modifications to Wages (Article VII, Section A), Family Health Coverage (Article XII Section D), and Pension (Article XX) for 2009, and the Contract Term (Article XXI), but no other terms, Articles or Sections of the contract.

Position	Currently	Jan. 1, 2008	Jan. 1, 2009
1. Route Driver Route Driver C (Probationary) Route Driver B (> Probationary and ≤ 520 shifts) Route Driver A (≥ 521)	\$20.55 \$22.96 \$24.87	\$21.00 \$24.50 \$26.50	<i>TBD</i>
2. Assistant Driver Assistant Driver C (Probationary) Assistant Driver B (> Probationary and ≤ 520 shifts) Assistant Driver A (≥ 521)	- - -	\$19.00 \$21.00 \$24.50	<i>TBD</i>
3. Crew Chief	\$26.87	\$28.50	<i>TBD</i>
4. Loaders and Special Duty	\$16.80	\$19.00	<i>TBD</i>

Alternative Option for Probationary Drivers at Time of Signing:

Current probationary employees eligible to drive and employed as Drivers at the time of the signing of this contract, could alternately choose (as a group, not individually) to retain the current Driver B pay (\$22.96/Hr), as defined in the 2006/2007 EC/IWW contract, upon passing probation, regardless of whether they are assigned Route Driver or Assistant Driver duties. Under this proposal, they would not get paid Route Driver B pay when they drive as Route Drivers. Upon completing 520 shifts they would be paid the Assistant Driver A or Route Driver A pay according to their assignments. This option is not offered to any employees hired after the contract is signed.

SECTION B. Pay Classifications

1. Probationary Licensed Class A or B Route Drivers will receive Driver C pay.
2. After passing probation, Licensed Class A or B Route Drivers shall receive Route Driver B pay until s/he has worked 520 shifts after which they shall receive Route Driver A pay.
3. Probationary Licensed Class A or B Assistant Drivers will receive Assistant Driver C pay.
4. After passing probation, Licensed Class A or B Assistant Drivers shall receive Assistant Driver B pay until s/he has worked 520 shifts after which they shall receive Assistant Driver A pay.
5. On call employees shall receive pay according to the Section A.

SECTION C. Workload limit

1. **Solo Routes.** Each solo route will be created with an average expected workload not to exceed 10,000 pounds. In the event that a solo route day brings in more than 10,250 pounds six (6) weeks in a row (excluding December and January), the route will be adjusted and the additional tonnage will be redistributed.
2. **Team Routes.** Each Driver-Loader team route will be created with an average expected workload not to exceed 15,000 pounds. In the event that a solo route day brings in more than, 15,000 pounds six (6) weeks in a row the route will be adjusted and the additional tonnage will be redistributed.
3. **Automation.** In the event that an automated system of collection is introduced, the pound based workload limits will be eliminated, and routes shall be adjusted accordingly based on number of stops rather than on pounds.

4. **New Materials.** The Employer reserves the right to add new materials to the list of collected recyclables as long as the Employer agrees to provide all necessary equipment and staff, with due consideration to workload limits. If employer adds either used motor oil or clothing to the list of collected recyclables, each employee shall immediately receive an additional \$0.25 per hour worked.

SECTION D. Weight Load Bonus

1. If an Employee working solo collects more than 10,000 pounds in one workday, they shall receive a \$25 bonus. Additionally, they receive an additional \$20 bonus for each additional 500 pounds they collect beyond 10,000 that day.
2. If two employees working as a team, whether as a driver and a loader, or two drivers on the same truck collect more than 15,000 pounds in one workday, they shall each receive a \$15 bonus. Additionally, they shall each receive an additional \$5 bonus for each additional \$500 pounds they collect beyond 15,000 that day.

Exceptions:

- A. No solo bonuses will be paid on a day an Employee is paid reassignment (as per **ARTICLE VII, Section D**) unless the Employee's regularly scheduled route is dumped previous to starting reassignment and the weight exceeds the solo bonus limit.
- B. No solo bonus will be paid when an Employee voluntarily collects additional materials not on his/her designated route without the request or direction from Management.
- C. No Employee working solo will be required to pick up more than 15,000 pounds, including reassignment. No driver and loader working as a team or driver team will be required to pick up more than 18,000 pounds per day including reassignment.

SECTION E. Incentive Plan

1. Definition of the Pool

An amount equal to half of the City Contract Performance Bonus that accumulates each three months is the basis for the Incentive Pool. The City Contract Performance Bonus is accumulated according to the following contractual standards:

	Monthly Bonus	Monthly Penalty
Missed Pick-ups	\$500 for no missed pick-ups minus \$10 per missed pick-up ≤ 30	If more than 30 missed pick-ups, no bonus and deduct \$10 per mpu over 30
Litter Complaints	\$100 for no complaints minus \$20 per complaint ≤ 5	If more than five litter complaints, no bonus and deduct \$20 per complaint over 5
Missed Routes	\$1000 for no missed routes	Deduct \$500 per missed route ≥ 2
Avoidable Accidents	None	Deduct \$100 per accident ≤ 6 and \$250 per accident ≥ 6 or any backup

The bonus for missed pickups and missed routes for three months is divided in half. Then the City penalty for accidents plus a \$100 Ecology Center penalty for any accidents is subtracted. This constitutes the Incentive Pool. (The City penalty is subtracted for accidents causing over \$1,250 in damages or all backing up accidents. The Ecology Center penalty is subtracted for all avoidable accidents. This makes the total deduction for minor accidents \$100, and major or back-up accidents \$200 or \$350.)

Avoidable accidents are defined by the Ecology Center as causing injury and/or property damage and are determined by Management to be the fault of the Ecology Center Employee. All findings are subject to review by the Accident Review Committee as defined in **Article III, Section C** at the request of any Employee covered under this contract.

2. Remainder of Bonus

The remaining half of the City Contract Performance Bonus shall be distributed to other Ecology Center programs in a reasonably fair and equitable manner, and a description of the distribution of the remaining half shall be posted on the employee bulletin board.

3. Eligibility

In order to receive a share of the incentive pool each quarter, an Employee must work at least half of the work days during the quarter. To qualify for the additional points awarded to Drivers, an Employee must work at least one-third of the shifts during the quarter as a Driver. If an Employee is off work because of injury, modified duty, illness, a leave of absence, or a lack of work for more than half the work days of a quarter, s/he will not receive a bonus.

4. Points

Points will be accumulated by each Union Employee as detailed below. Each Employee's points will be multiplied by a factor representing days per week normally scheduled (3/5, 4/5, 5/5.) Shares of the Incentive Pool will be computed each calendar quarter and disbursed by the second pay day following the quarter.

<i>Description</i>	<i>Points per incident</i>	<i>Points per quarter</i>
1. No tardiness. (5 minutes or more late)	10	30
2. No unexcused absences - excused absences including scheduled vacation and leave days and bona fide sick days (doctor's excuse or manager's approval).	10	30
3. No avoidable accidents for the whole quarter.	60	60
4. No lost-time on-the-job injuries.	20	60
5. No litter complaints. (subject to verification)	20	60

5. Allocation of the Pool

The pool will be allocated according to the following formula:

$$\frac{(\text{Pool \$}) (\text{Employee's points}) (\text{Days-per-Week factor})}{(\text{Total points for all Employees})} = \text{Employee's \$}$$

6. Monthly Postings

The results of the incentive plan shall be posted monthly on the employee bulletin board

SECTION F. 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 ten (10) hours work shall be required in any one work day.

2. **Absence and Tardiness:** Any route worker who can not 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 s/he 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.

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. **Special Duty:** No worker shall be paid less than four hours for Special Duty assignment. After completing four hours work, Special Duty shall be paid hourly until the completion of such work. Any Special duty that exceeds four hours shall be counted as a Standard shift for the purposes of seniority.

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 work 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 Ecology Center 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) **Loaders and Team Routes** - Loaders like drivers shall receive reassignment pay after completing their route. If both members of a Driver-Loader team desire reassignment, the loader shall continue to work with the assigned driver, even if a driver with more seniority than the loader but less seniority than the driver desires reassignment.
- 3) **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.
- 4) **Notification** - If a route worker is reassigned, s/he 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 s/he 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 s/he 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 estate shall be paid for all unused accumulated sick leave.

SECTION D. Proof of Disability

The Ecology Center 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 Ecology Center 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)
After 16 Years	(248 hours per year)
After 17 Years	(256 hours per year)
After 18 Years	(264 hours per year)
After 19 Years	(272 hours per year)
After 20 Years	(280 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 280 hours; Employees will be notified at 160 hours to schedule vacation as soon as possible.

SECTION B. Scheduling Of Vacation

1. **Selection Procedure:** All desired vacation must be requested at least one (1) week in advance with the Operations Manager, 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:** Six (6) month sign-ups for vacation will occur in March 15th and September 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 six (6) 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, s/he 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 six (6) 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 Ecology Center 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.

SECTION G. Union Duty Leave

Upon written request by Union at least forty-eight (48) hours in advance, the Ecology Center may grant unpaid Union Leave to employees if scheduling and staffing permit. Every reasonable effort shall be made by the Ecology Center 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 Years Day
- Martin Luther King Jr.'s Birthday
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Indigenous People's Day (Observed 2nd Monday of October)
- Thanksgiving Day
- Christmas Day
- Two Floating Holidays, one of 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 and/or Birthday Holiday must be taken as a day off with pay, and must be scheduled at least one (1) week in advance with the Operations Manager. 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 Ecology Center 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 \$5 Co-Pay" plan. The Ecology Center 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 Ecology Center 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.

After working 260 shifts as regular employee, full coverage will be provided to all dependents.

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

SECTION E. Coverage During Disability

The Ecology Center 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 Ecology Center. 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 Ecology Center 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 Ecology Center 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 counted as the accumulated length of service (number of shifts worked including probationary shifts), with the Ecology Center, 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 Ecology Center 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 Ecology Center 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 Ecology Center 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 s/he 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 s/he 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 Ecology Center 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 Ecology Center, 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, or twelve (12) consecutive months of illness. In cases where Employee is terminated and said Employee is later rehired, the Employee shall, upon re-employment, 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 Ecology Center 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 Ecology Center 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 Ecology Center will provide reimbursement of at least \$50 but no more than \$200 semi-annually for the purchase of suitable footwear and pants for each non-probationary Employee. Regular Employees shall be reimbursed \$50 if averaging one or two shifts worked per week, \$100 if averaging three shifts worked per week, \$150 if averaging four shifts per week, and \$200 if averaging five shifts per week. . The Ecology Center will provide reimbursement of at least \$50 but no more than \$100 annually for the purchase of suitable raingear for each non-probationary employee.

SECTION B. Safety Equipment

The Ecology Center will provide gloves, safety glasses, safety vests, and earplugs on an as-needed basis.

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 Ecology Center guidelines and specifications and must wear protective gear during work hours including raingear during rainy days. On-call and temporary Employees will not receive work boot compensation until s/he becomes a post probationary, Part-time or Full-time Employee.

SECTION C. Fair Trade and/or Union Made Gear

The Ecology Center 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 Ecology Center 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 oral 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**.

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 Ecology Center 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 an oral warning is issued for the first offense; all other violations are considered major. Major violations including accidents, shall remain on file indefinitely and may be referred to for determining progressive disciplinary action up to and including termination.

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. Disqualified Drivers may rebid for loader positions by seniority. If an Employee is considered uninsurable by the Ecology Center'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 s/he 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 meet with the Operations Manager. 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 Operations Manager. The Operations Manager 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 Ecology Center. 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 Ecology Center. Expenses of any arbitration will be borne equally by the Ecology Center 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 sixty (60) 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 Ecology Center 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 Ecology Center 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 an oral 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 Ecology Center (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 Ecology Center. In arbitration, the Ecology Center 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 Ecology Center and the Union to make revisions in the personnel records, the Union shall be allowed, upon request to the Ecology Center, to inspect such personnel records.

SECTION F. Notice to the IWW Union

The Ecology Center shall mail or fax 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 Ecology Center 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 Ecology Center 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 Ecology Center 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 Ecology Center 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. Employer shall match each Ecology Center union employee contribution of \$1.00 with \$1.00 co-payment. Maximum employer contribution shall be \$2,000 per year per employee.

ARTICLE XXI TERM OF AGREEMENT

Except as otherwise provided herein. This Agreement shall become effective on January 1, 2008 and shall continue in effect without change, addition or amendment through December 31, 2009. If a new Agreement is not reached prior to December 31, 2010, 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 exiting 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

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 right 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.