

**THE ECOLOGY CENTER  
INDUSTRIAL WORKERS OF THE WORLD  
UNION CONTRACT**

THIS AGREEMENT, which begins the 1st day of January 2000 and runs for three years and three months through the 31st day of March 2003, 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 non-administrative and non-managerial recycling personnel (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.

**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 Employees covered by this Agreement shall become members of the Union within thirty (30) days after employment and shall continue membership in good standing during the life of the Agreement.

**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 or 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 once a year during a designated staff meeting.

**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.

**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), one recycling manager, one Ecology Center board member, 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 or Union Employee selected to sit on the committee is the subject of a grievance, an alternate Union Employee will be selected by the remaining Union Employees to replace him/her on the committee for that particular grievance.

**SECTION B. Hiring Committee**

The Hiring Committee shall meet by request of either the Union or Management to review and discuss the qualifications of individuals applying for non-temporary positions. The committee shall consist of not more than two (2) managers and two (2) Union Employees (selected by the Union Employees). This committee is for the purpose of obtaining Union input about applicants previous to offering employment.

**SECTION C. Routing Committee**

For the purposes of establishing new routes or revising existing routes, a routing committee will meet consisting of the Operations Manager and three (3) Union Employees selected by the Union Employees. Route changes must be

approved by all Union Employees through consensus before formal implementation. In the event a consensus cannot be reached, the Union Employees will be asked to vote on recommendations made by the routing committee and the majority vote will rule. If a majority vote does not occur, the Operations Manager reserves the right to implement the changes recommended by the routing committee. Formal implementation shall take place after a trial period of at least fifteen (15), but not to exceed thirty (30) working days.

#### **SECTION D. 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 PERSONNEL CATEGORIES**

#### **SECTION A. Definitions**

1. **Full-time:** Employee who is regularly employed to work a predetermined schedule of forty (40) hours per week.
2. **Part-time:** Employee who is regularly employed to work a predetermined schedule of at least twenty-four (24) but less than forty (40) hours per week.
3. **Short-hour:** Employee who is regularly employed to work a predetermined schedule of less than twenty-four (24) hours per week. May work additional hours on an intermittent or on-call basis.
4. **Temporary:** Employee who is hired on an intermittent availability or on-call basis or as an interim replacement on a predetermined schedule to cover for illnesses, vacations, leaves of absences, injuries, special duty work or seasonal work. After working no more than one-hundred-thirty (130) shifts in any capacity within a two (2) year period, Temporary Employee shall be offered Full-time, Part-time, or Short-hour employment if available, and shall be trained as a Driver, if possible. This provision shall not apply if said Employee wishes to remain a temporary Employee. Any eligible temporary Employee desiring Full-time, Part-time, or Short-hour employment shall be offered same, if available, as soon as possible.

It is not the intent of the parties to this Agreement to deny employees eligibility for benefits or to reduce the number

of regular staff positions by using temporary employees. It is the intent of the parties of this agreement to employ Part-time or Full-time, non-temporary employees.

5. **Probationary Employee:** Any Employee covered by the four categories listed above is considered a probationary Employee for the first sixty (60) shifts of employment.

**SECTION B. Job Security**

1. Upon completion of a training period, all employees except temporary Employees will be regularly scheduled for at least two (2) days of work per week.
2. Part-time and Short-hour employees who desire additional employment hours and possess the qualifications to perform such work shall notify the Ecology Center Management, and no other Part-time or temporary employees will be hired unless/until said Employee has been offered the opportunity to work additional hours on a seniority basis, when the hours become available.
3. Management shall apprise employees in writing of his/her personnel category at time of hire or when any change occurs.
4. Part-time positions shall not be created for purpose of destroying eligibility of benefits, but may be created based on workload demands.

**ARTICLE VI COMPENSATION**

**SECTION A. Basic Hourly Wage**

The hourly wage for each position is listed below for the year 2000. The wage increase for 2001, 2002, and 2003 shall be the preceding year-end December Consumer Price Index (CPI) percent change rate for San Francisco-Oakland-San Jose. However, each year’s wage increase shall not be less than 2% or greater than 5%. If the preceding year-end CPI exceeds 5%, then the Union and the Employer may meet to renegotiate wages as outlined in **Article XXII**.

<b>1. Drivers</b>	<b><u>2000</u></b>	<b><u>2001</u></b>	<b><u>2002</u></b>	<b><u>2003</u></b>
Driver C ( <i>≤ 130 shifts</i> )	\$14.05	CPI	CPI	CPI
Driver B ( <i>≥ 131 and ≤ 520 shifts</i> )	\$15.70	CPI	CPI	CPI
Driver A ( <i>≥ 521 shifts</i> )	\$17.01	CPI	CPI	CPI
<b>2. Crew Chief</b>	\$18.59	CPI	CPI	CPI
<b>3. Loaders and Special Duty</b>	\$11.50	CPI	CPI	CPI

**SECTION B. Pay Classifications**

1. Licensed Class A or B Drivers will receive Driver C pay for the first one-hundred-thirty (130) shifts worked, then Driver B pay until s/he has worked 520 shifts and then Driver A pay.
2. Temporary and On-call Employees will be hired in the following order: 1) qualified former Ecology Center Recycling Employees, 2) qualified Union members from a list supplied by the Union, in the order specified by the Union as available 3) qualified outside sources.

**SECTION C. Workload limit**

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.

In the event that a more automated system of collection is introduced, the solo workload limit may need to be re-evaluated. Should this change in equipment and collection occur, the Union and the Employer agree to meet and discuss potential changes to the workload limits.

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.

**SECTION D. Solo Bonus**

If an Employee working solo collects more than 11,500 pounds in one work day, the following bonus will be paid to that Employee:

<u>Weight = or &gt; than:</u>	<u>Bonus</u>	<u>Weight = or &gt; than:</u>	<u>Bonus</u>
11,500 lbs	\$25.00	13,500 lbs	\$45.00
12,000 lbs	\$30.00	14,000 lbs	\$50.00
12,500 lbs	\$35.00	14,500 lbs	\$55.00
13,000 lbs	\$40.00	15,000 lbs or >	\$60.00

Exceptions:

1. No solo bonuses will be paid on a day an Employee is paid reassignment (as per **Article VIII, Section D**) unless the Employee’s regularly scheduled route is dumped previous to starting reassignment and the weight exceeds the solo bonus limit.
2. 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.
3. No Employee working solo will be required to pick up more than 15,000 pounds.

**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:

	<u>Monthly Bonus</u>	<u>Monthly Penalty</u>
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 D** 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:

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

**SECTION F. Pay Period**

Pay period is biweekly and runs Sunday through Saturday.

## **ARTICLE VII      JOB CATEGORIES AND DESCRIPTIONS**

### **SECTION A. Job Categories**

#### **1. Driver**

Responsible for checking 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, leaving empty bins neatly on sidewalk, 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 is required to work as a Driver.

#### **2. Crew Chief**

Performs all of the duties of a Driver, except for days when sufficient 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 assigns them to designated Drivers; 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.

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. In order to avoid a conflict of interest, the Crew Chief shall not simultaneously serve as the Union Shop Steward. Crew Chief will be assigned based on seniority and qualifications.

#### **3. 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.

#### **4. 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 routes will be assigned to Employees with the most seniority as 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 route assignment will be designated floaters and work as substitute 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 VIII HOURS OF WORK**

### **SECTION A. Standard Hours**

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.

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 (½) hour will be deducted from that day's pay.)

### **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 VI** as follows:

1. **Drivers and Crew Chief:** The work day for Drivers and the Crew Chief will be determined on an assumed eight (8) hour basis. On the assumed eight (8) hour day, Drivers and the Crew Chief will be paid for eight (8) hours at the hourly rate specified in **Article VI** for every day worked, once all assigned work for the day has been completed.
2. **Loaders:** The work day for Loaders will be determined on an assumed six (6) hour basis. On the assumed six (6) hour day, Employees will be paid for six (6) hours at the hourly rate specified in **Article VI** for every day worked, once the assigned work for the day has been completed. Additional hours worked will be paid hourly.

Assumed four (4) hour days can be arranged for Drivers, Crew Chief and Loaders for special purposes by mutual consent of workers and Management.

3. **Special Duty:** The work day for Special Duty workers will be a minimum of four (4) hours. Employees will be paid at the hourly rate specified in **Article VI** for every hour worked. Assumed work days can be arranged for Special Duty workers at the discretion of Management.



## **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 between 8 AM and/or after 5 PM will be paid at one and one-half (1 ½) times the normal hourly pay. Any worked performed on Saturday before 8 AM and/or after 5 PM and any work performed on Sundays 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**

In the event that not enough Employees report to work to cover all of the routes, the extra work will be reassigned in the following order: 1) Employees who volunteer, 2) temporary Employees, 3) Management assistance, or if none of these options is available, 4) mandatory reassignment through consensus among the Employees, followed by 5) mandatory reassignment by Management.

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 (1 ½) 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.

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 Lunch Periods**

All Employees covered under this agreement shall each day be entitled to two (2) paid breaks of 15 minutes each. All Employees covered under this agreement shall each day be permitted an unpaid meal break of thirty (30) minutes near mid-shift.

## **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. Accumulated sick leave will be available for pay out by non-temporary workers only.

### **SECTION B. Waiting Period**

Paid sick leave will be available to each Employee after s/he has worked twenty (20) shifts. Temporary Employees will only be paid sick pay 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-temporary Employee will have the option to “buy out” or “bank” accrued sick hours every six (6) 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 six (6) 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-temporary 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, s/he shall not be entitled to sick pay unless s/he provides 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. Proof of Disability as outlined in **Article IX, Section D** is required to receive sick pay while caring for an ill family member.

### **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 or six months at twenty-four hours per week or more, Employees may take vacation days off with pay in place of regularly scheduled work days with management approval. Employees will accrue the following vacation benefit for each hour worked:

<u>For Continuous Employment:</u>	<u>Hours of Vacation accrued per regular hour worked:</u>
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)

Regular hours worked includes normally scheduled work hours that are either worked or taken as vacation, holiday, or sick pay. For example, a full-time 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.

- 2. **Agreement Implementation:** All vacation time accumulated by Employees under the 1997-99 Union contract and its extensions will be carried over to this contract.
- 3. **Accrual limits:** Vacation pay will not accrue past 200 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 scheduled in advance with the Operations Manager. Vacation times are scheduled according to seniority and workload. Staffing needs permit only one Employee to be on vacation or leave of absence at a time.
- 2. **Scheduling:** Six (6) month sign-ups for vacation will occur in January and June 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 all 200 hours of accrued vacation at one time only if Management is notified at least two (2) months in advance and no other Employee has scheduled to be off during the time requested.
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. No Employee will lose accrued vacation time due to Management's refusal to schedule a vacation request. Employees that are denied vacation time and then fail to show up for work on the days requested to be off may face disciplinary action for an unexcused absence unless a physician's note is provided for each day s/he is absent.
5. **Vacation Segments:** For operational efficiency and fairness, Employees must take vacation in weekly segments, unless smaller segments are agreed to by Management. One (1) week of accrued vacation may be taken in segments of less than one week.
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 after six (6) months of working twenty-four (24) hours per week or more or after working one-hundred-thirty (130) shifts 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, regularly scheduled Employees working at least twenty (24) hours a week may take 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. If absence is greater than one (1) year the Employee will have to wait for a position opening to return to work unless a temporary Employee is filling a regular

position. 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.
  
4. **Bereavement Pay:** Regular Employees working at least twenty-four (24) hours a week for at least ninety (90) consecutive days 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. The employer agrees that once the employer agrees that once the Employee satisfies the Employer with proof of death, the bereavement leave will be paid without delay.

### **SECTION E. Shop Steward Training**

The Employer shall reimburse an Employee who is an elected shop steward for up to \$50 annually for the purposes of shop steward training, provided that the elected shop steward provides written documentation upon completion of training.

### **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.

## **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 2<sup>nd</sup> 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**

Employees who have completed at least twenty (20) shifts will be eligible for holiday pay.

### **SECTION C. Holiday Pay For Part-time, Short Hour and Temporary Employees**

An eligible part-time, short-hour or temporary Employee shall be entitled to holiday pay when the holiday falls on a regularly scheduled work day for that Employee. Employees working at least twenty (24) hours 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.

## **ARTICLE XII GROUP HEALTH AND DENTAL PLANS**

### **SECTION A. Scope**

The Ecology Center will enroll all eligible non-temporary full-time and part-time Employees who elect coverage in a "Comprehensive Health Benefits Plan", as chosen by the Ecology Center Board of Directors. The Ecology Center shall not change the currently existing benefits offered through any health 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**

- 1. Full-Time Employee:** An eligible full-time Employee is a non-temporary Employee who has worked continuously for the Ecology Center for forty (40) or more hours a week for a period of sixty (60) days and who continues to work such a schedule.
- 2. Part-Time Employee:** An eligible part-time Employee is a non-temporary Employee who has worked continuously for the Ecology Center for twenty-four (24) or more hours per week for a period of sixty (60) days and who continues to work such a schedule.
- 3. Temporary/On-Call Employees:** A temporary or On-call Employee is only eligible when advanced to a non-temporary position and shall have his/her time worked as a temporary Employee credited toward eligibility for health and dental benefits at 50% of time worked.

### **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**

- 1. Dependent coverage:** Dependent shall be defined as wife, husband, registered domestic partner (see **Article X, Section D. 4**), and child. Coverage for dependents applies only to medical insurance.

After one (1) year of continuous non-temporary full-time or part-time employment of at least twenty-four (24) hours per week, two-thirds (2/3) of the cost of one dependent will be provided. After two (2) years of continuous full-time or part-time employment, full coverage will be provided for the first dependent and 2/3 of the coverage will be provided for two (2) or more dependents. After three (3) years of continuous full-time or part-time employment, full coverage will be provided to all dependents.

### **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) with the Ecology Center, provided that seniority shall have no application during the first sixty (60) shifts of continuous employment.

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**

In the case of a temporary layoff of fourteen (14) days or less, layoff shall be conducted on the basis of seniority and personnel category. Layoffs shall affect Employees in the various personnel categories in the following order (re-employment is in the reverse order):

1. Temporary
2. Probationary
3. Short-hour
4. Regularly Scheduled Employees  
(Full-Time and Part-Time)

The Ecology Center will utilize voluntary reduction of hours prior to imposing a reduction as provided above, if in its opinion such as 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. Layoffs shall affect the Employees in the various personnel categories in the following order (re-employment is in the reverse order).

1. Temporary
2. Probationary
3. All other categories

Employees with seniority who are subject to layoff 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.

It is understood that, for the purposes of this Article, an Employee will be considered qualified if, in the judgment of the Ecology Center, s/he can fully perform the duties of the position after reasonable orientation.

Seniority may only be utilized as provided above if the Employee is willing to accept the work offered by the Ecology Center.

### **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 the probationary period of sixty (60) shifts of employment, accumulated length of service will be terminated by voluntary resignation, 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 accumulated length of service is broken 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.

## **ARTICLE XV UNIFORMS, RAIN GEAR AND WORK BOOTS**

### **SECTION A. Uniforms and Work Boots**

The Ecology Center will provide compensation of \$250 annually for the purchase of suitable footwear and Management approved uniform pants for each Employee working at least twenty-four (24) hours a week following his/her probationary period. Payments will occur twice annually - \$125 in January and \$125 in July. Eligible Employees must be employed at the time payments occur and if employment is terminated by the Employee within thirty (30) days of receiving payment, Employee shall refund 100% of payment to the Employer. Six (6) uniform shirts will be provided annually to all full-time Employees. Part-time Employees will receive shirts annually in an amount equivalent to the number of days per week regularly scheduled.

### **Section B. Raingear and Safety Equipment**

The Ecology Center will provide raingear to all Employees. Raingear will be replaced as needed not to exceed one set per year. The Ecology Center will also 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.

## **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.

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 and be insurable by the Ecology Center insurance carrier. All Drivers whose licenses are suspended on points must notify Management immediately. Efforts will be made to place disqualified Drivers in non-driving positions, but there will be no guarantees of continued employment. 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 or appropriate, employment will be terminated. Severance pay will be offered at half the rate of the layoff provision stated in **Article XI, Section F**. 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**

Full-time, Part-time, and Short-hour 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 within the following three (3) business days (time frame may be extended by mutual written consensus).

If the grievance is not resolved with the meeting(s) of the Grievance Committee, the parties shall utilize the services of the Berkeley Dispute Resolution Services (BDRS) 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 BDRS, 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-temporary Employees continuously employed for at least ninety (90) calendar days have 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. The Ecology Center does not contribute to the Employee account at this time.

### **ARTICLE XXI TERM OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall become effective on January 1, 2000 and shall continue in effect without change, addition or amendment through March 31, 2003. If a new Agreement is not reached prior to March 31, 2003, or any subsequent anniversary date thereafter, the parties may, by mutual consent, extend the existing Agreement.

### **ARTICLE XXII SPECIAL REVIEW**

Both the Union and/or the Employer may request to meet two (2) months after the addition of any new material to the Ecology Center's regular curbside pickup duties, or immediately following the first day of each year if the preceding year-end December Consumer Price Index (CPI) percent change for San Francisco—Oakland—San Jose exceeds 5% to discuss potential changes, additions, or amendments to this contract. In addition, Management agrees to perform a quarterly work-time audit based on the total aggregate on-route time divided by the total number of shifts worked over the entire quarter. If the total work time exceeds the previous year's same quarter's work time by 15%, both the Union and the Employer may request to meet as soon as possible to discuss potential changes, additions, or amendments to this contract. Mutual consent must be reached before any modification of the agreement is made, otherwise, the agreement will continue in effect without change, addition or amendment.

**ARTICLE XXIII 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 XXIV 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.

**IN WITNESS WHEREOF**, the undersigned parties duly authorized to do so, have executed this Agreement this 5<sup>th</sup> day of April, 2000.

**FOR THE INDUSTRIAL  
WORKERS OF THE WORLD  
UNION:**

**FOR THE ECOLOGY CENTER:**

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