

July 1, 2018 to June 30, 2023

AGREEMENT

BY AND BETWEEN:

GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

Local 1, Wisconsin Division

UNION CONTRACT
ACKNOWLEDGEMENT FORM

I acknowledge receipt of the Agreement By and Between Goodwill Industries of Southeastern Wisconsin, Inc. and Service Employees International Union, Local 1, Wisconsin Division, dated July 1, 2013 through June 30, 2018. I realize that it is my responsibility to read and understand this Agreement.

SIGNATURE:

DATE:

WITNESS

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PREAMBLE

THIS AGREEMENT, made and entered into by and between GOODWILL INDUSTRIES OF SOUTHEASTER WISCONSIN, INC. on behalf of its facilities located at 6055 North 91st Street, Milwaukee, Wisconsin and 1630 Enterprise Drive, Sturtevant, Wisconsin (hereinafter to as "Goodwill") and SERVICE EMPLOYEES INTERNATIONAL UNION, Local 1, Wisconsin Division, or any successor thereto, (hereinafter referred to as "Union"). This Agreement shall inure to and be binding upon the parties' successors and assigns.

ARTICLE I

INTENT AND PURPOSE

Section 1. Both parties to this Agreement desire to further the professionally directed rehabilitation, training, and educational services of Goodwill and to facilitate the peaceful adjustment of differences that may arise from time to time, and to promote harmony to the end that the personnel of Goodwill, the Union, Goodwill, and the general public may be mutually benefited.

Furthermore, it is the intent and purpose of this Agreement to assure the efficient, economical and profitable operation of the company, to secure and sustain maximum work effort of each employee covered by this Agreement; to maintain a harmonious relationship between the employees and the bargaining unit and the company; to establish wages, hours and working conditions; to prevent strikes, slowdowns, and any other disturbances which interfere with or interrupt operations; and, further, to set forth the entire Agreement between the company, the Union, and the employees covered by this Agreement concerning rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

Section 2. The mission of Goodwill is to provide training, employment, and supportive services for people with disabilities or disadvantages who seek greater independence. Goodwill pursues its mission in two ways. The first is by employing people with disabilities and disadvantages within the organization's own operations. The second is by providing programs and services to enhance their employment opportunities and facilitate their ability to live independently in the community.

ARTICLE II

RECOGNITION

Section 1. Goodwill recognizes the Union as the exclusive collective bargaining representative of all personnel of the Transportation Department located at 6055 North 91st Street, Milwaukee, Wisconsin ("Milwaukee Bargaining Unit"), and 5420 21st Street, Racine, Wisconsin ("Racine Bargaining Unit"), including semi-truck drivers, truck drivers and truck driver assistants, but excluding supervisors and all other personnel.

Section 2. The parties herein agree that the relations between them shall be governed by the terms of this Agreement only, and any prior agreements, oral or written, are

hereby rescinded. No amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties, unless and until such agreement shall be reduced to writing and duly executed by both parties, subsequent to the date of this Agreement. When Goodwill decides to eliminate a position category covered under Section 1 above, Goodwill shall notify the Union of such a change prior to the change.

Section 3. Goodwill agrees that in retaining personnel for the unit described in Section 1 of this Article, it will consider personnel proffered by the Union on the same basis as personnel proffered by other organizations or individuals.

Section 4. Stewards. A union steward is a member of the Union and is selected by the Union members. A Chief Steward is a member of the Union elected in a like manner by Union members and is the highest Union representative in the bargaining unit. A Steward has the authority to get pertinent facts to assist in processing grievances in accordance with the terms and procedures provided in this Agreement, when requested by the person who initiates the grievance. Stewards will be permitted to devote a reasonable amount of time, not to exceed 4 hours per grievance, agreed to in advance, for the investigation, discussion and processing of grievances, and a grieved person or Steward who wishes to discuss or investigate a grievance while on duty time, should first make a mutually satisfactory arrangement with his/her immediate supervisor if he/she wishes to leave the work site. He/she should notify the immediate supervisor when he/she leaves, inform the supervisor where he/she is going, approximate length of time he/she will be away, and notify him/her upon his/her return. He/she may also request a supervisor to be present during a discussion.

IT IS FURTHER AGREED that Stewards are in no way relieved of any of their responsibilities and that they are expected to observe all established rules of conduct and performance required by Goodwill. Each Steward will be paid to a maximum of ten (10) hours each for bargaining at the time of Agreement renewal.

Section 5. Voluntary Check off of Dues. The employees shall have the right to join or not join the Union. For employees who join the Union and provide written authorization for the Employer to withdraw dues, the Employer shall honor employee check-off authorizations and withhold dues from the employee's wages. Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Union will advise the Employer if and when an employee's written authorization is no longer in effect. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the union. All such monies deducted shall be promptly remitted to the official designated by the Union, in writing, to receive such deductions. The Union will notify Goodwill of the exact amount of such regular monthly membership dues, fines and assessments to be deducted. The authorization provided for in this section shall conform to all applicable Federal and State laws.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds,

subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

Section 6. Committee on Political Education (COPE). Goodwill agrees to deduct and transmit to Service Employees International Union's Committee on Political Education (COPE), SEIU Local 1, 111 East Wacker Drive, Suite 1700 Chicago, IL 60601, all monies deducted per pay period from the wages of those employees who voluntarily authorize such contributions on the forms provided by the Union for that purpose. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 7. The Employer shall inform all new hires at all organized sites of the Collective Bargaining Agreement. The steward shall be provided a fifteen (15) minute period on the clock to meet with any new employee(s) to orientate them to the Union and the collective bargaining agreement.

Section 8. The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of any process set forth in Section 5 of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Goodwill shall have the right to exercise all of the rights and functions of management, except as otherwise specifically provided in this Agreement. Subject to the provisions of this Agreement and without limiting the generality of the foregoing, the term "Management Rights" includes:

- a. the right to manage the Transportation Department and all other Goodwill facilities.
- b. the right to direct the working forces, including the right to hire, promote, or transfer any employee, including temporary employees. In the event an employee is involuntarily transferred from one department to another department, a conference with the employee will be held prior to implementing the transfer. The least senior employee in the job classification from which the transfer is being made shall be the first transferred provided such employee meets the job qualifications.
- c. the right of location of business, including the establishment of new stores or departments, divisions or subdivisions thereof.
- d. the right to determine the products to be handled or sold or services to be rendered or supplied.
- e. the right to determine the layout and the machinery, equipment and materials to be used in the business.

- f. the right to determine the size and character of inventories.
- g. the right to determine financial policy, including accounting procedures, prices of goods or services rendered or supplied and customer relations.
- h. the right to determine the organization of any department, division or subdivision thereof deemed appropriate by Goodwill.
- i. the right to select, promote or transfer employees to supervisory or other managerial positions or to positions outside the bargaining unit, not to the prejudice of any employee who might wish to decline the promotion or transfer.
- j. the right to determine the size of the working force.
- k. the right to allocate and assign work to employees in a manner which is not in conflict with any of the provisions of this Agreement.
- l. the right to establish quality and quantity standards and to judge the quality and quantity of workmanship required.
- m. the right to control and use properly, material, machinery, equipment or work force.
- n. the right to determine safety, healthy and property protection measures for the Warehouse and all of its other facilities.
- o. the right to establish, modify and enforce reasonable rules, procedures, policies and regulations.
- p. the right to introduce new, improved or different transportation, maintenance, service or distribution methods or facilities or change existing methods or facilities. The impact of such changes on the terms and conditions of the bargaining unit employees will be discussed with the union if the union makes a request within a reasonable period of time (not to exceed fifteen (15) working days) after being informed of the change.
- q. the right to determine the amount of supervision that is necessary.
- r. the right to terminate, merge or sell the business or any part thereof.

Section 2. Any claim that Goodwill has exercised such rights contrary to the provisions of this Agreement shall be subject to the grievance procedure as outlined hereinafter.

Section 3. Goodwill agrees that it will endeavor to preserve for its regular employees work of the kind presently being performed by them under the existing Agreement. However, the Union recognizes that Goodwill has the right to subcontract work for performance by persons not in the bargaining unit. If, however, the impact of subcontracting results in the layoff of bargaining unit employees, Goodwill, upon request by the Union, will bargain with the Union regarding the impact of such subcontracting upon present bargaining unit employees.

Section 4. The listing of the above management rights is not meant to be exhaustive, nor is it meant to preclude Goodwill from exercising the management rights it otherwise retains.

ARTICLE IV

NONDISCRIMINATION

Section 1. Goodwill and the Union agree that there shall be no discrimination among personnel on the basis of race, creed, color, sex, disability, national origin, religious affiliation, age, Union membership, sexual orientation or any other characteristic protected by applicable law.

Section 2. Goodwill agrees that it will not coerce or restrain any covered employee on account of Union membership and will not discourage Union membership among this group of employees. The Union agrees that it will not coerce or restrain any person because of nonmembership in the Union and will encourage Union membership.

Section 3. The Union agrees that no personnel covered by the Agreement will engage in Union activity during working time, except break time, or except as otherwise provided for in Article II, Section 4.

ARTICLE V

PROBATIONARY PERIOD

Section 1. The first ninety (90) calendar days of employment by the agency shall be considered an evaluation or probation period for all personnel. During the probation period of employment, the employee is eligible for holiday pay. He/she is not eligible for sick leave, vacation, or leave of absence. Upon successful completion of the probationary period, privileges, including seniority, date back to the original date of hire. Current employees shall only be required to, when transferring to another classification, serve a thirty (30) day probationary period.

Section 2. If during the thirty (30) day probationary period the employee or the employer feels that the employee is not suited for that position, the employee can/will be transferred back to his/her former position.

ARTICLE VI

ADJUSTMENT OF GRIEVANCES

Section 1. A grievance shall mean a written claim, arising from an event occurring during the term of this Agreement, by an employee or the Union that his/her or its rights have been violated by the employer contrary to specific provision of this Agreement. It is further understood that Goodwill has the right to file a written grievance with the Union if it believes that

the bargaining unit employees or the Union have violated its rights contrary to the specific provisions of this Agreement. Grievances filed by the Union or by Goodwill shall be commenced at step 2 below. A grievance shall not be considered unless it is submitted to the Employer or Union in writing signed by the employee and his/her Union representative or by the Goodwill Executive responsible for operations or by his/her designated representative, within ten (10) working days of the event giving rise to the grievance and unless such written

grievance specifies a remedy requested and the contract provision or provisions which are claimed to have been violated.

Section 2. Grievances shall be resolved in the following manner:

STEP ONE: The employee's supervisor shall give a written answer to the grievance within five (5) working days after its submission.

STEP TWO: If the grievance is not resolved at Step One, it may be appealed by the Union representative to the Divisional Executive of Operations or his/her designated representative, in writing, within five (5) working days after the Transportation Manager's answer in Step One. The Director of Operations or his/her designated representative shall give a written answer to the grievance within five (5) working days after its appeal. The Union representative will give a written answer to a grievance filed by Goodwill to the Divisional Executive of Operations or his/her designated representative within five (5) working days after the grievance is received by said representative.

STEP THREE: If the grievance is not resolved at Step Two, it may be appealed by the Union representative to the Vice President Human Resources or his/her designated representative, in writing, within five (5) working days after the Divisional Executive of Operations' answer. The Vice President Human Resources or his/her designated representative shall give a written answer to the grievance within five (5) working days after its appeal. In the case of a grievance filed by Goodwill which is not resolved at Step Two, it may be appealed by the Vice President Human Resources or his/her designated representative in writing within five (5) working days after the Union representative answers. The Union representative shall give a written answer to the grievance to the Vice President Human Resources within five (5) working days after its appeal.

STEP FOUR: If the grievance is not resolved at Step Three, the grievance may be referred to arbitration upon the written request of either the employer or the Union to the other, which requests must be made within seven (7) working days after the answer by the Vice President Human Resources or his/her designated representative or, in the case of a grievance filed by Goodwill, within seven (7) working days after the answer by the Union representative.

In the event arbitration is requested, the parties shall endeavor to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator within seven (7) working days, either party may request the Wisconsin Employment Relations Commission to submit a panel of persons qualified to serve as arbitrator. Within five (5) working days after receipt of the panel, the parties shall alternately strike names, with aggrieved making the first strike, so that the remaining person is the arbitrator. More than one (1) grievance at a time may be submitted to the arbitrator, if mutually agreed upon by the parties.

Section 3. The Union may raise an objection at Step Two to any change in working conditions or past practice within ten (10) working days of such change, provided that the objection may not be referred to arbitration unless the change in working conditions or past practice is claimed to be contrary to some other specific provisions of this Agreement.

Section 4. The fees and expenses for the arbitrator and the transcript of the arbitration hearing shall be borne equally by the parties. Each party shall bear the cost of its own witnesses, exhibits and counsel.

Section 5. The parties agree that the arbitrator must interpret this Agreement and apply it to the particular case presented to him/her; but he/she shall, however, have no authority to add to, subtract from, or in any way modify, the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties. With respect to grievances involving discharge or other disciplinary action by the employer, the arbitrator shall only have the authority to determine whether the discharge or other disciplinary action was for proper cause, and if proper cause or other disciplinary action is found, the extend of the penalty imposed by the employer shall not be subject to change by the arbitrator. If discharge was not for proper cause, the employee shall be entitled to reinstatement, and, if appropriate, to back pay.

ARTICLE VII

CONTINUITY OF OPERATIONS

The parties agree that there shall be no strike, sit-down, work stoppage, picketing or slowdown by the Union or lockout by Goodwill during the period of this Agreement.

ARTICLE VIII

TENURE

Section 1. Goodwill agrees that Union membership shall not be a factor in determining retention of personnel, assignment of work, or any other condition. However, in the event it is necessary to layoff personnel, if the seniority of employees affected by the reduction in the Transportation Department exceeds one (1) year of service, then seniority will be used to determine the order of layoffs. The intent of this statement is to assure employees with "tenure" that Goodwill will make every effort to find some other position within the Transportation Department for which they are qualified as an alternative to layoff. This may entail "bumping" of individuals having less than one (1) year's seniority.

Section 2. Employees who have been laid off will be recalled to job openings in the reverse order of layoff as long as they have the qualifications to perform the required work. Employees on layoff will retain the right of recall after the date of their layoff for up to one year or their length of service in the department, whichever is longer, for up to three years maximum.

Section 3. At the time of recall, an employee must possess the required skill, ability, license and training to perform the work in a satisfactory manner without any additional training. Additionally, the recalled employee satisfy the current drug screening test.

Section 4.

- a. When an employee is recalled from layoff, a recall notice will be given to the employee either in person or by registered mail, return receipt requested, certified mail or a telegram.
- b. Upon receiving the notice, the employee must notify Goodwill in writing within forty-eight (48) hours of his/her intention to return to work and report for a drug test within said 48 hour period.
- c. An employee who notifies Goodwill of his or her desire to return to work is required to report to work within five (5) working days from date of receipt of the recall notice. If an employee does not notify Goodwill of his or her intention to return to work in accordance with paragraph (b), or if an employee who has properly notified Goodwill does not report to work within five (5) working days, then that employee shall forfeit all recall rights to job openings in the Transportation Department.

ARTICLE IX

HOURS AND WORKING CONDITIONS

Section 1. The normal work week shall consist of forty (40) hours.

Section 2. All work performed in excess of ten (10) hours in any one day shall be paid for at the rate of time and one-half. All work performed in excess of forty (40) hours per week shall be paid for at the rate of time and one-half, but there shall be no duplication of time and one-half pay for hours worked over ten (10) in one day, and hours worked over forty (40) in one week pursuant to this section.

Employees called in on their day off will be paid at the rate of time and one-half.

Section 3. It shall be the duty of each employee to notify his/her supervisor by 5:00 p.m. of the day previous to any day he/she will be unable to work. When sudden illness or emergency arises, all personnel in the bargaining unit shall notify their supervisors at least sixty (60) minutes before scheduled starting time on the day they are unable to work. Upon returning to work following an absence of 3 days or more, an employee shall complete and return to the Manager of the Transportation Department a form provided by said department, on which the employee will briefly state the reasons for his/her absence. Goodwill may require substantiation of any reasons so given, including, but not limited to a doctor's note indicating diagnosis, prognosis, and dates under which doctor's care.

Section 4. Upon request of either the employee or the Manager of the Transportation Department, members of the bargaining unit shall be granted at least one (1) full day off per week.

Section 5.

- a. For purposes of computing overtime, the work week shall consist of the calendar week in question. Sick leave will not count as hours work for the purpose of computation of overtime pay.
- b. Goodwill agrees that all trucks and other equipment will be maintained in a safe operating condition. The driver shall notify the supervisor of any defect.
- c. In the case of a health condition that might develop that would prevent an employee from performing his/her prescribed duties and after verification by Goodwill Industries' medical department of such condition, Goodwill agrees to offer retraining to such individual in other job skills or traders whenever possible. Goodwill reserves the right to select its own medical examiner or physician. The employee has the right to consult his/her own physician. If the parties disagree, they shall mutually agree upon a third physician whose decision would be final and binding. The expense of the third physician shall be covered by insurance if possible; otherwise, the expense shall be equally divided between the parties.
- d. Every effort will be made to assign forty (40) hours of work each calendar week to each full-time employee. All hours will be computed daily. Providing all hours are equal, extra assignments will be given according to seniority if the senior employee is qualified for assignment and all other factors being equal (including rehabilitation and training factors as determined by Goodwill).
- e. The Union representative and Goodwill staff will maintain a continued liaison to strive for improved efficiency, economy and general operation performance on the part of the agency and employees in the department.
- f. Job descriptions will be written by the Transportation Manager and a copy of the finalized job description shall be given to the employee and the Union representative. Job descriptions for each covered position will become a part of the contract and will be sent to the Steward and business representative as changes are made.
- g. It is the driver's responsibility to report accurately information to the radio dispatcher. It is the driver's responsibility to properly complete assigned paperwork.
- h. Goodwill may hire part-time employees at such rates and benefits, as it shall determine.

If a part-time employee becomes a full-time employee, he/she shall become part of the bargaining unit and shall be entitled to all wages and benefits as outlined in this Agreement.

Goodwill may hire temporary full-time employees up to ninety (90) calendar days at such rates and benefits, as it shall determine.

When a temporary full-time employee works more than ninety (90) calendar days, he/she shall become part of the bargaining unit and will be entitled to all wages and benefits as outlined by this Agreement.

Temporary full-time employees and part-time employees will not be included within the bargaining unit.

- i. No driver shall allow anyone other than on-duty employees of Goodwill to ride in any vehicles, except with a written authorization of Goodwill or except in emergencies.
- j. The Union recognizes that other Goodwill employees may be required to accompany truck drivers on pickups and deliveries to help the truck drivers handle material.

Section 6. General working conditions – Truck Drivers.

- a. Drivers must accept assigned routes as directed by supervisor.
- b. Truck drivers must not deviate from the prescribed route without prior approval of the supervisor or alternate.
- c. Each truck driver is responsible for keeping his/her assigned vehicle clean.
- d. Truck drivers must report any maintenance which they believe is needed for the safe and efficient operation of their assigned vehicle to the supervisor on a Vehicle Condition Report.
- e. Truck driver's safety record must be such that the State and Insurance Carrier approves of his/her functioning in the prescribed capacity.
- f. If a truck driver's conduct with respect to a participant, customer, employee or the community population is deemed inappropriate by the agency, such driver shall be subject to transfer or dismissal as determined by disciplinary procedures.
- g. Non-bargaining unit employees will not perform bargaining unit work except in emergencies or other situations where bargaining unit employees are not available to perform such work in their classification.

Section 7. In the event that the plant or any department thereof is shut down because of an emergency or a threat of an emergency, employees shall be paid only for hours actually worked. In the event employees are given the option to either remain at work or check out because of a threat of an emergency, any employee who checks out shall be paid only for hours actually worked.

Section 8. In the event of a snow emergency and unless properly notified prior to start time of the day in question that there will be no work, employees who report to work shall be given the option of remaining at work and being compensated accordingly or returning home without pay or utilizing a day of vacation. If an employee chooses to stay at work and his/her supervisor sends him/her home before the employee works four (4) hours, he/she shall receive

four (4) hours' pay. Proper notification shall consist of notice on one of the currently designated radio stations as published by the agency or by telephone communication. It shall be the obligation of each employee to check with these services before reporting to work. Employees who start before the normal starting time shall check with their immediate supervisor, if possible.

Section 9. Goodwill will inform the bargaining unit members of the makeup of the Safety Committee. Bargaining unit members can take any safety-related questions or concerns they have to the Safety Manager or the Director of Human Resources to be addressed by the Safety Committee. Goodwill shall have at least one (1) bargaining unit member on the Safety Committee. All vehicles shall be furnished with a bio-hazardous first aid kit.

Section 10. Goodwill shall pay the portion of the licensing fee that is required by members of the bargaining unit for their occupational licenses at Goodwill upon the member's request.

ARTICLE X

DISCIPLINARY ACTION

Section 1. The purpose of standard disciplinary procedures is to make it easier to be consistent in applying similar penalties for similar offenses and thereby avoiding favoritism of one person over another. Every effort will be made to make allowances for circumstances and not for people, meaning the same allowance for everyone under the same circumstances.

Certain regulations are needed to maintain a safe place to work, an efficient organization, a high quality of client services and to protect employees and the interest of the agency. Occasionally, it becomes necessary to use disciplinary measures when an employee's conduct or performance is contrary to accepted practices or agency interest. Depending upon the seriousness of each instance, violators may receive verbal warning, written warning, and suspension without pay or dismissal.

Section 2. If an employee's performance on the job is unsatisfactory, he/she will be advised of the unfavorable factors. The Manager will be available to assist the employee to improve his/her performance to acceptable standards. It is the employee's responsibility to improve his/her performance. If the employee fails to improve his/her performance, appropriate action shall be taken by the Manager, including implementing the disciplinary procedures contained in Section 3 of this article.

Section 3. An employee may not be disciplined or discharged without just cause. The employer retains the right to prescribe and enforce reasonable work rules not inconsistent with the following rules. Any violation of the work rules may lead to immediate disciplinary action or dismissal as indicated below.

A. The following action may result in immediate dismissal:

1. Theft of property belonging to a client, a visitor, another employee, the agency, or under the custody of the agency. Any employee entering Goodwill Contributrailers, while off duty, will be subject to immediate termination.

2. Possessing, using, selling, or being under the influence of alcohol or a controlled substance while on duty or on agency premises.
3. Possession of a dangerous weapon on agency premises.
4. Willful damage to agency property.
5. Absence for three or more days without notifying supervisor.
6. Indecent or immoral conduct in or around the agency or its functions.
7. Gambling on agency premises or its functions.
8. Falsifying employment application.
9. Conviction for violation of a criminal law substantially relating to their job duties.
10. Falsifying agency records.
11. Conduct detrimental to the welfare of a client, employee or visitor.
12. Disclosing confidential information to unauthorized parties.
13. Using agency phones for long distance personal calls without recording them and reimbursing the agency.
14. Using agency services or products without authorization or reimbursement.
15. Physical harassment of clients, co-workers, supervisors, supervisees.
16. Insubordination.
17. Sleeping on duty.
18. Failure to report an accident and/or injury.

B. The following action may result in suspension or dismissal following an oral and then a written notice:

1. Unexcused absence.
2. Soliciting gratuities from clients or clients' families.
3. Failure to follow safe practices.
4. Unauthorized solicitation in or around agency premises.

5. Excessive absenteeism -- more than ten days of absence in a year except for unusual circumstances shall be considered excessive.
6. Falsifying time records for self or others.
7. Unsatisfactory work performance,
8. Failure to follow supervisor's directions.
9. Repeated failure to be at workstation ready to work at starting time.
10. Sleeping on duty.
11. Insubordination.
12. Stopping work before time specified or overstaying rest or lunch periods.
13. Failure to follow smoking restrictions.
14. Using abusive or improper language.
15. Verbal harassment of clients, co-workers, supervisors, supervisees.
16. Any infraction of established Goodwill policy or rules will not be tolerated. The offender will be advised of the offense in the presence of a steward and warned that if a second offense occurs, the employee will be terminated.

Section 4. If the employee's conduct is considered cause for disciplinary action, his/her immediate supervisor in consultation with Human Resources shall provide the employee and Union Representative with a narrative statement regarding the cause for disciplinary action.

Section 5. The Union representative will be notified in advance of scheduled disciplinary meetings for Second Written Notices and beyond. The employee will be offered the option of having a Union representative present at such meetings. Following the meeting, the Union representative will be informed of the outcome of the disciplinary meeting.

Section 7. Originals of all written notices shall be placed in the employee's personnel file.

Section 8. The Manager shall have the right to transfer the employee to a different position, or, if no position is available, to terminate such employee. A conference with the Union representative will be required before any action is taken.

Section 9. Any written warning shall no longer be in effect if no written warning or suspension is received within one (1) year of the date of the warning. A suspension will no longer be in effect if no written warning or suspension is received within two (2) years of said suspension.

ARTICLE XI

VACATIONS

Section 1. Vacation is an employee benefit granted to full-time employees based on the employee's length of service. No vacation is granted during the employee's first calendar year of employment. In order to receive credit for a month of employment, an employee must begin work on or before the fifteenth (15th) day of that month. If the initial probation period extends into the second calendar year, no vacation can be taken until the completion of that probation period. No vacation will be awarded if the employee fails to complete the initial probationary period. In all other cases of termination (self, layoff, cause) payment for unused vacation will be made via a final check.

Section 2. Bargaining unit employees will be granted vacation on the following basis:

1. During the second, third, fourth, and fifth calendar years of employment, an employee will be granted (1) day of vacation per month, up to ten (10) days of vacation.
2. In the sixth, seventh, eighth, ninth, and tenth calendar years of employment, an employee will be granted one and a half (1.5) days of vacation per month, up to fifteen (15) days of vacation.
3. In the eleventh year and in all subsequent calendar years of employment, an employee will be granted two (2) days of vacation per month, up to twenty (20) days of vacation.

Section 3. Vacation pay is equal to an employee's rate per day, whether exempt or non-exempt. For a non-exempt employee, this is equal to the current hourly rate of pay times the number of hours a person is normally scheduled to work. Full-time employees, who work a regularly scheduled work week less than 40 hours, will receive vacation and holiday pay on a prorated basis. Part-time employees are not entitled to vacation benefits. It is agreed that all personnel may receive their vacation pay in advance with supervisor's approval.

Section 4. Scheduling of vacations will be by seniority (within departments); however, no more than two truck driver may me off at the same time. Goodwill will provide members of the bargaining unit with a vacation schedule, on which members of the bargaining unit, by seniority, within departments, should indicate their preferences for vacations during the next calendar year. This schedule should be completed and returned to the Transportation Manager by December 15th of the preceding calendar year.

Section 5. All personnel in the bargaining unit who are entitled to fifteen (15) or more days of vacation in any one (1) calendar year must reserve the scheduling of at least five (5) vacation days until after the vacation schedule procedure referred to in Section 5, above, is completed. The vacation schedule will then be redistributed to these employees on a seniority basis and they are to select their additional days of vacation by January 10 of the calendar year. If such an employee does not schedule his or her additional vacation days within this time period, then the Transportation Manager has the right to assign such extra vacation days.

Section 6. During each calendar year, an employee will be allowed only once to schedule his/her vacation during a week containing a holiday.

Section 7. Employees shall be eligible to bank vacation days up to the amount below:

1-4 Years	Five (5) days
5+ years	Ten (10) days

ARTICLE XII

HOLIDAYS

Section 1. All truck drivers in the bargaining unit shall receive the following holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and three (3) floating holidays. However, the truck drivers expressly recognize that the day after Thanksgiving is a work day for all of them, and that said day may not be chosen as a floating holiday. Some truck drivers may be required to work Christmas Eve day but they will be paid holiday pay and time and one-half for all hours worked on the holiday. The most senior truck drivers will be asked first whether they wish to work this holiday. If not enough truck drivers volunteer to work the holiday, then the least senior truck drivers will be assigned. The floating holiday will be scheduled according to seniority within the Transportation Department.

All other personnel in the bargaining unit shall receive the following holidays:

New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and two (2) floating holidays.

All bargaining unit employees who have five (5) or more years of service with Goodwill will be entitled to one (1) additional floating holiday per year.

Section 2. Holiday is considered the same as workday for overtime. All work performed on a paid holiday shall be paid for at the rate of time and one-half plus the regular holiday pay. Holiday hours will be offered in order of seniority with the most senior employee(s) being offered the hours first. The least senior employee(s) will be required to work if all else fails.

Section 3. To receive holiday pay, a person eligible for pay must work the scheduled workday both prior to and following the holiday. An exception to this, aside from legitimate illness or scheduled vacation time, is made only by the department supervisor of the employee.

Section 4. Floating holidays must be scheduled prior to January 1st of each year. However, employees may change their floating holiday with 24-hour notice if adequate coverage, as determined by management, is available. In an emergency, employees may schedule a floating holiday with less than 24-hour notice if adequate coverage is available.

ARTICLE XIII

FUNERAL LEAVE

In the event of the death of a member of the immediate family, employees may require leave to attend the funeral or handle affairs immediately associated with the death. When leave is required, it shall be paid up to a maximum of three (3) working days. Wives, husbands, children, parents or guardians, step-parents, mother-in-law, father-in-law, brothers and sisters are considered members of the immediate family. In addition, employees are entitled to be paid for one (1) working day to attend the funeral of a grandparent. Employees can only have four (4) grandparents (2 males and 2 females) for purposes of this section.

If extra time is needed to handle said affairs, it could be taken from either vacation time or sick time at the employee's option to a maximum of two days. One day may be taken in the case of another relative to be charged to vacation or sick time at the employee's option.

ARTICLE XIV

HEALTH AND WELFARE

Health coverage shall be provided to bargaining unit employees on the same basis as generally applicable for other Goodwill employees. If health coverage is offered by Goodwill during the term of this Agreement, Goodwill will pay the following amounts toward the monthly premium cost:

- (1) For employees on the payroll as of July 1, 2005, Goodwill will pay the following monthly premium amounts for the plan the employee chooses:

<u>Years of Employment</u>	<u>Single</u>	<u>Family</u>
6-10	90%	90%
11 and over	100%	100%

- (2) For employees hired after July 1, 2005, Goodwill will pay the premium contributions it makes for other Goodwill employees.

ARTICLE XV

SICK LEAVE

Section 1. Goodwill acknowledges the need for employees to be absent from work as a result of illness or injury, and recognizes the agency's need to maintain stability in the daily

work force. Consequently, it perceives sick leave as income protection and not as earned time off. Falsification of illness or injury will be grounds for disciplinary action.

Section 2. Bargaining unit employees, whose date of hire is prior to January 1, 1991, will earn sick leave benefits at the rate of one (1) day per month, to a maximum of ten (10) days per year.

Section 3. Bargaining unit employees, whose date of hire is after January 1, 1991, will earn sick leave benefits at the rate of 7/10's (.7) days per month, to a maximum of seven (7) days per year.

Section 4. New employees earn sick leave benefits at the rate of 7/10's (.7) days per month. However, these days cannot be used until the satisfactory completion of probationary period of employment. An employee must have worked at least one-half (2) of these days during the month of employment to earn sick leave for that month.

Section 5. Up to 180 days of sick leave can be earned, at which time the employee may become eligible for long term disability coverage.

Section 6. Sick leave benefits are earned only by permanent, full-time employees. Such benefits will not count as hours worked for the purpose of computation of overtime pay. It can neither be earned nor paid in situations covered under Worker's Compensation.

Section 7. Employees who are going to be absent because of illness must notify their supervisor within sixty (60) minutes of the start of their normal workday. Failure to report illness or absence for three (3) consecutive workdays will result in immediate termination.

Section 8. Absences of three (3) scheduled workdays or more require release by a physician. While such verification is not routinely required in absences for shorter periods, the agency reserves the right to verify illness or injury through a physical examination provided at agency expense.

Section 9. Sick leave may be used for illness of a spouse or minor children who must be cared for by the employee. Sick leave may also be used for emergency medical visits and regularly scheduled appointments with physicians or dentists.

Section 10. An employee who has accumulated in excess of thirty (30) days of sick leave, upon retirement, shall be able to redeem all sick days accumulated at the rate of 50% of his/her rate of pay in effect at that time.

Section 11. An employee who has accumulated in excess of fifty (50) days of sick leave, who voluntarily terminates his/her employment, shall be able to redeem all sick days accumulated at the rate of 25% of his/her pay at that time. However, an employee terminated for just cause shall not be able to redeem any sick days accumulated.

ARTICLE XVI

PERSONNEL LIST

Goodwill shall furnish the Union, on a quarterly basis, with an up-to-date seniority list, including name, address, home phone number, date of hire, rate of pay and job classification. Goodwill shall furnish the Union, on a quarterly basis, with a list of all new hires and terminations including name, address, home phone number, date of hire, rate of pay and job classification.

ARTICLE XVII

UNION LEAVE

Upon reasonable advance notice, Goodwill may grant a leave of absence for Union business or Union staff positions for up to six (6) months. Goodwill will consider such request and any extension for such leave on a case-by-case basis.

ARTICLE XVIII

LIFE INSURANCE, STD AND RETIREMENT PLAN

Goodwill will continue to cover members of the bargaining unit with group life insurance and its retirement plan.

The benefit under the group life insurance plan is currently two times an employee's annual salary plus \$3,000.

Goodwill shall also provide the same Short Term Disability plan it provides non-bargaining unit employees to all non-probationary employees at no cost to the employees.

ARTICLE XIX

REMUNERATION DURING PERIOD OF CONTRACT

Section 1. The following hourly wage rates shall apply to employees of the Transportation Department:

	<u>2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
Semi Truck Driver	\$25.25	\$26.01	\$26.79	\$27.46	\$28.14	\$28.85
Truck Driver - Top	\$24.78	\$25.52	\$26.29	\$26.95	\$27.62	\$28.31
Truck Driver - Year 3		\$24.00	\$24.72	\$25.34	\$25.97	\$26.62
Truck Driver - Year 2		\$23.00	\$23.69	\$24.28	\$24.89	\$25.51
Truck Driver - Start	\$19.48	\$22.00	\$22.66	\$23.23	\$23.81	\$24.40
Truck Driver Asst.	\$13.53	\$13.94	\$14.35	\$14.71	\$15.08	\$15.46

Probationary rates will be \$1.10 less per hour than the indicated rate in each contract year.

Section 2. Those drivers who are designated as relief drivers shall be compensated at a rate of seventy-five cents (\$0.75) more per hour for all hours they actually perform relief driver duties.

Section 3. Any employee temporarily transferred to any bargaining unit position shall receive his/her rate of pay or the rate of pay of the temporarily transferred position, whichever is higher.

ARTICLE XX

JOB POSTING

Job openings covered by this Agreement will be posted on the bulletin board for a period of five (5) calendar days. Non-probationary employees shall be permitted to bid on job openings where they are qualified. The Employer will consider seniority, ability and the employee's record. If accepted, the employee shall be placed in the new position within two (2) weeks from the end of the posting period and will serve a thirty (30) calendar day trial and training period on the new job. If, during the probationary period, the employee or the Employer feels that s/he is not capable of performing the new job, s/he will be returned to his/her former job without loss of seniority.

ARTICLE XXI

WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation by either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. Any method existing prior to this Agreement is negated, unless specifically incorporated into this Agreement. This does not apply to written policies the company has presently in affect and not in conflict with the collective bargaining Agreement.


ARTICLE XXII

DURATION OF AGREEMENT


This Agreement and provisions thereof shall be in full force and effect on both parties from July 1st, 2018 through June 30th, 2023 and thereafter from year to year unless either party, upon sixty (60) days' prior written notice delivered to the other, desires to alter or amend any of the provisions contained herein, in which case, this Agreement shall terminate.

Dated at Milwaukee, Wisconsin, on this 21st of June, 2018.

FOR THE UNION



FOR GOODWILL INDUSTRIES
OF SOUTHEASTERN WISCONSIN, INC



SIDE LETTER

Goodwill hereby provides the Union with the following assurance:

In the event any job title is discontinued during the 2018-2023 contract and is later re-established, the job title will remain in the bargaining unit and Goodwill will meet with the Union to negotiate applicable wage rates.

GOODWILL INDUSTRIES OF SOUTHEASTERN
WISCONSIN, INC.

By Tamara J. Jung

Dated 06.21.2018

FOR THE UNION

By Tom B. Ball

Dated June 21, 2018